

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

**ECOLIBRIUM3
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Ecolibrium3 located at 2014 West Superior Street, Duluth, MN 55806, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for residential energy audits and energy conservation consulting services, (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Director of Public Works & Utilities (“Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of One Hundred Forty-Nine Thousand Five Hundred Eighty and no/100th dollars (\$149,580.00) inclusive of all travel and other expenses associated with the Project, payable as follows: \$28,080.00 from fund 520-500-1940-2440-5487 and \$121,500.00 from fund 555-500-5441; Resolution No. 20-0046R passed on January 27, 2020. All invoices for services rendered shall be submitted monthly to the attention of the Director. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Jodi Slick (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed

or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute

a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by December 31, 2022, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's

employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and

Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room 211B
Duluth MN 55802
Attn: Jim Benning, Director

Consultant: Ecolibrium3
2014 W. Superior St.
Duluth, MN 55806
Attn: Jodi Slick

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which

the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

CITY OF DULUTH

ECOLIBRIUM3

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor


Approved as to form:

City Attorney

EXHIBIT A

Appendix A
Proposal Cover Sheet
City of Duluth

RFP NUMBER 20-02AA

Proposer Information	
Proposer Name	Ecolibrium3
Mailing Address	2014 W. Superior Street, Duluth, MN 55806
Website	www.ecolibrium3.org
Contact Person	Jodi Slick, CEO
Contact Person's Phone Number	218-336-1038
Contact Person's Email Address	jodi@ecolibrium3.org
Federal ID Number	45-2746481
Authorized Signature	
Title	Founder and CEO



Executive Summary

Ecolibrium3 respectfully submits this response to the City of Duluth's RFP #17-0036. As a 501(c)3 nonprofit organization located in Duluth, we have a strong commitment to the success of ComfortSystems' Conservation Improvement Program. Ecolibrium3 has been an energy leader in partnership with the City of Duluth and ComfortSystems for the past 11 years. We currently perform AHEA and HEA walk-through audits for the joint ComfortSystems and Minnesota Power program and appreciate the opportunity to continue this service.

Ecolibrium3 leads and inspires change in our community toward an equitable and sustainable future. We work at the intersection of energy, equity, and economic vitality, in two major areas. The first is serving as the neighborhood convening organization in Duluth's low-income Lincoln Park neighborhood, working on all aspects of sustainable revitalization that advances opportunities for residents and businesses. The second is a focus on community resilience including aspects of energy transition, housing stock improvement, economic security, and health. Our focus on energy links these two focus areas through direct services to community members, including an energy assessment program with our BPI certified staff, low-income weatherization, and the development of low-income focused renewable energy in Duluth.

Our energy assessment program has a long history of serving residential and commercial clients in Duluth. We've performed hundreds of residential energy audits and numerous commercial projects through our eleven years of experience. These assessments provide our clients with the knowledge and guidance to make informed decisions about energy conservation, address potentially life-threatening safety concerns, and have saved homeowners thousands of dollars through efficiency upgrades.

Ecolibrium3 has a long history of partnering with local utility companies to provide energy conservation services in Duluth and the surrounding territories. These assessments immediately provide energy savings through the direct installation of energy-efficient products, including LED light bulbs, smart power-strips, water saving shower heads and faucet aerators, and pipe wrap insulation, but also prime property owners to take advantage of other conservation related resources. Our energy assessments are a crucial component in both Ecolibrium3 and utilities conservation programs, and a necessary first-step for clients to move forward in potential energy savings.

Ecolibrium3 maintains an organizational philosophy that prioritizes equity throughout all of our work, including energy assessments. We offer free assessments to income-qualified homeowners as well as weatherization services and other partnership programs that can provide clients with a variety of conservation resources. This equity lens informs each of our customer interactions as we approach each project or assessment with individualized attention that considers the unique characteristics of every building and circumstance of every client. This approach has earned us the reputation as considerate and trustworthy experts in the field of energy conservation. Ecolibrium3 continues to raise targeted low-income funding to assist Duluth households with weatherization each year.

Finally, Ecolibrium3 is an ever forward-looking organization. We follow design thinking principles that emphasize an ever-evolving process that promotes innovation and outside the box thinking. We are bold enough to take on some of our community's most difficult issues and flexible enough to constantly evolve our programs and process to meet the unique challenges we face. Ecolibrium3 hopes to continue our partnership with the City of Duluth regarding energy assessments and continue to innovate on community energy conservation.

Appendix B

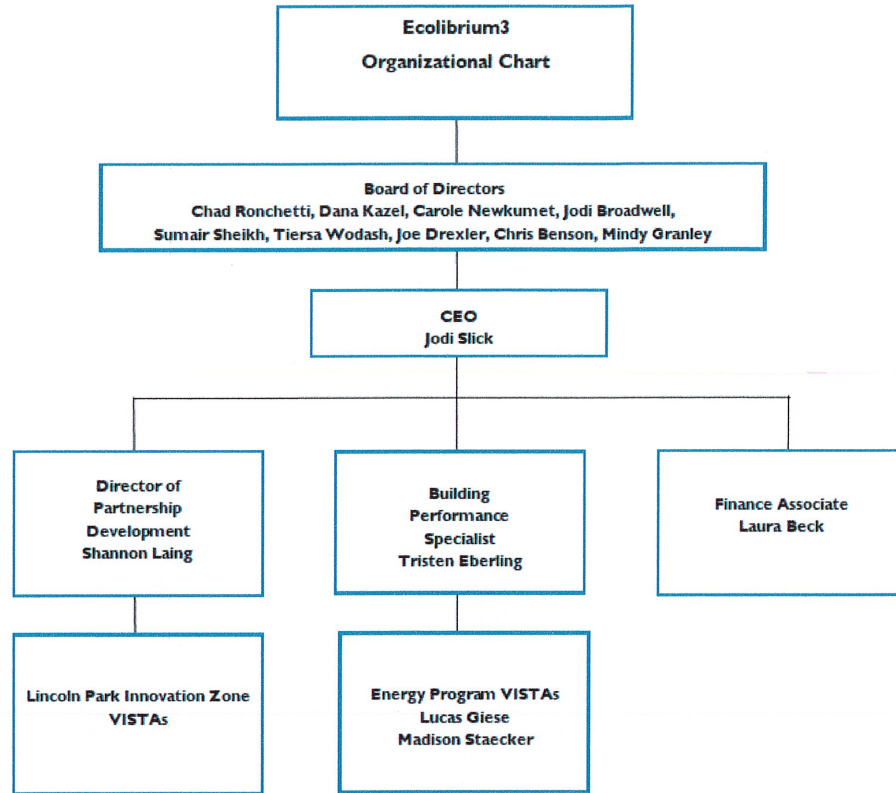
Request for Qualifications and background Information

Organization, Ownership, and Key Employees

1. Ecolibrium3 was founded in 2011.
2. Ecolibrium3 serves Northeastern Minnesota with energy auditing services, while our community development work focuses on the City of Duluth and specifically the Lincoln Park neighborhood. We have previously worked outside of the City of Duluth with MERC on mobile homes and within seven counties as the lead agency for flood recovery after 2012.
3. Ecolibrium3 is a 501(c)3 nonprofit organization without owners.
4. Ecolibrium3 is directed by Jodi Slick, Chief Executive Officer, and a Board of Directors, led by President Chad Ronchetti, with additional members including Dana Kazel (St. Louis County), Jodi Broadwell (Lincoln Park Children and Families Collaborative), Mindy Granley (UMD Director of Sustainability), Chris Benson (President Frost River), Carole Newkument (President Riverside Community Club), Joe Drexler (St. Lukes), Sumair Sheikh (ISD #709).
5. Jodi Slick is the founder and CEO of Ecolibrium3, leading the organization's community resilience and sustainability work. Jodi previously founded Common Ground Construction, a green affordable housing social enterprise. She received her Master of Educational Administration and BS in Broad Field Science (Chemistry and Physics) from the University of Wisconsin Superior. She has also completed training with the Graduate School of Business at Stanford University in Social Entrepreneurship. Jodi was named a White House Champion of Change for Building Resilient Communities in 2013. She has also served as the principal investigator for the City of Duluth's Climate Showcase Communities program through the EPA, earning "Seeds of Change" honors for program development and replication. She developed the Duluth Energy Efficiency Program (DEEP) in 2008 in partnership with the City of Duluth and has advanced the fight against energy poverty through DEEP and the Department of Energy's Solar Market Pathways program.
6. Tristen Eberling works as Ecolibrium3's Community Energy Specialist. After serving two years with Green Iowa AmeriCorps doing home energy audits in Northeast Iowa, Tristen moved to Duluth in 2016 to continue his focus on sustainability and local energy. He is a BPI certified Home Analyst, and Ecolibrium3's auditor for all of our energy programs. He has performed several hundred walk-through audits and advanced home energy assessments for ComfortSystems, Minnesota Power, and MERC in the last two years.

Company Organization and Service

- I. Organizational Chart:



2. Ecolibrium3 has four full-time employees and seven AmeriCorps VISTA volunteers on staff.
3. Ecolibrium3 provides energy services including energy assessments, energy program coordination, and weatherization for low-income households. Prior to an assessment, our energy team markets our energy services to prospective clients, performs scheduling and registration for program requirements, and requests all pertinent usage data from the client's utility companies. We have updated our systems to allow for online requests of assessments, streamlining our processes so that a client can submit all required information in a simple and convenient form. We also have worked jointly with ComfortSystems to market conservation programs and maintain a close relationship with cross referrals for our respective programs. During a basic Home Energy Assessment (HEA), we analyze household fuel and electrical use, conduct safety checks on space and water heating equipment, note other potential hazards or energy losses, and install energy-saving products, like LED light bulbs, faucet aerators, low-flow showerheads, and pipe insulation. We also offer an "Advanced" energy assessment which replicates the walkthrough, but includes a more in-depth analysis of a client's energy usage, including a blower-door test and infrared imaging to investigate leaks and insulation throughout the building. During these assessments our auditor engages with clients directly on energy issues, educating them on potential savings opportunities, and answering their many questions. After the initial assessment, our energy team compiles an analysis report. For standard assessments, we use the Home Energy Analysis Report, Form 6045, as the basis for our communications of results with the client, completing all fields including a description of improvements and estimated costs, savings, and payback period, an analysis of historical and averaged fuel costs and expenditures, and a selection of other opportunities for client improvements. This form is emailed or mailed to the client, who is encouraged to call or follow-up with any questions or concerns regarding the assessment. Ecolibrium3 submits a monthly invoice to ComfortSystems, including the cost of directly installed gas saving measures and a report of assessments conducted during that period.

4. Ecolibrium3 provides residential and commercial energy assessments that our focused-on energy conservation and equity in opportunity for all clients. Ecolibrium3 performs Home Energy Assessments, in partnership with Minnesota Power and ComfortSystems, which analyze a home's fuel consumption and potential energy-efficiency opportunities and savings. We work primarily in residential homes, but have experience with commercial audits and organizing. If the quantity of work were to exceed our internal capacity or involve a large multifamily structure, Ecolibrium3 has the ability to subcontract, with approval from the City of Duluth, with Minnesota's CEE's Home Energy Squad. During 2008 to 2011, Ecolibrium3 worked as a contractor for advanced audits through ComfortSystems and also managed work of Northern Energetics, Northern Trends, and AEOA to ensure completions of auditing and weatherization under federal stimulus funding.

Our work extends beyond assessments by centering equity in our energy programs. We bring additional resources to the table to augment utility advanced home energy assessments for low-income households. This provides a "free" to the user advanced home energy assessment and bundled weatherization improvements through our Giving Comfort at Home program. We complete roughly 50 of these weatherizations per year and can make the improvement data available to ComfortSystems for claimed energy savings.

Ecolibrium3 partners with ComfortSystems on the Rental Energy Upgrade Program which offers qualified property owners and tenants energy assessments, grants for heating system and insulation upgrades, and weatherization work in an effort to address some of our most problematic housing stock. We also operate as a neighborhood convening organization in the Lincoln Park neighborhood, providing us with unique insight into the challenges of housing and development in Duluth.

Finally, we assist clients in coordinating home improvement projects, referring them to qualified contractors for HVAC, insulation, and alternative energy solutions as needed. We work with multiple housing agencies in Duluth to also provide additional grants to accomplish the work as applicable.

5. Our conservation programs are coordinated by our Building Performance Specialist who is assisted by a team that includes our CEO, Finance Director, and group of AmeriCorps VISTA members that coordinate specific programs. Client interactions are managed by the Building Performance Specialist, including scheduling, communications, and reporting. Our small team allows for personalized interaction with each client and an in-depth look at the unique needs of their building.
6. Our Building Performance Specialist, Tristen Eberling, performs our energy assessments. He holds certificates from the Building Performance Institute (BPI) in residential and multifamily energy analysis. He has five years of experience in auditing, including serving in the Green Iowa program and at Ecolibrium3 as a provider of ComfortSystems and Minnesota Power walk-through and advanced audits.
7. Ecolibrium3 has experience building tools to determine energy savings and payback based off of federal and state requirements and uses software such as Weatherization Assistant and the National Energy Audit Tool. We have updated our website to allow clients to request an energy assessment and are exploring other technological options for streamlining the audit process. In 2008, Ecolibrium3 led the development of the Duluth Energy Efficiency Program conservation calculator that provided the first combined information for gas and electrical savings in the region. Our tool and approach to the Duluth Energy Efficiency Program was nationally recognized by the EPA with the Seeds of Change Award. Specifically, the replicability and impact of our approach was called out.

8. Ecolibrium3 has extensive experience installing conservation measures. For our utility partners we install energy saving products, including LED light bulbs and smart powerstrips on the electrical side and low-flow showerheads, faucet aerators, and pipe insulation for our gas utility partners. In addition to these direct installs and onsite customer education, Ecolibrium3 runs the Giving Comfort At Home program with works with tenants, landlords, homeowners, and volunteers to install more advanced measures like insulation and advanced airsealing.
9. Ecolibrium3 staff participate in a number of professional development opportunities and continuing education courses on a yearly basis to stay current on building and energy standards. Our Building Performance Specialist maintains his certifications and all energy staff attend, volunteer, present, and/or serve on the program committee for the yearly Energy and Design Conference.
10. Ecolibrium3's Building Performance Specialist works closely with other staff to coordinate our energy assessments, produce client reports, and engage with utility representatives. With a number of years of experience in Iowa and Duluth conducting energy assessments, he is especially knowledgeable in serving the most vulnerable and problematic housing stock, with experience in manufactured homes and some of Duluth's oldest and most difficult rental properties. Our Building Performance Specialist directly engages with customers, and his approachability and his ability to clearly explain complex energy related issues to homeowners has made him a favorite contact for our clients. Our AmeriCorps Energy VISTAs organize unique program offerings that are a valuable addition to our residential program, but also assist in some of the basic operations of our energy assessments including engaging with clients and utility representatives.
11. Ecolibrium3's Building Performance Specialist will communicate many recommendations to our clients during the energy assessment itself, but a full report is mailed, via email or physical mail, to the client within a week of the assessment. The client is encouraged to contact us with any questions regarding the content of the report.
12. There are two external quality control checks. The first is the survey completed by clients that goes to utility partners. The second are the programmatic audits that we receive as a nonprofit. Internally, Ecolibrium3 is constantly revising our processes to ensure our energy assessments are valuable to clients and our partners. We use concepts of design thinking to continually adapt our operations, allowing us a unique flexibility that ensures a top-quality, customer-centric product.
13. Depending on the program, Ecolibrium3 has both hired externally and worked with our existing staff. We are a flexible organization that can adapt using our internal resources and expertise. During the launch of the DEEP program, we worked with three different audit companies to meet the program requirements of the \$2 million of federal funds Ecolibrium3 raised for weatherization implementation in Duluth.
14. Our Finance Associate would handle all accounts for the City of Duluth, though invoicing would be compiled by our Building Performance Specialist.
15. All work specified for this RFP is within Ecolibrium3's technical expertise. If volume increased tremendously in this program or expanded efforts were made for large multi-family programs, we have the ability to subcontract with MN CEE's Home Energy Squad, upon approval by the City of Duluth.
16. Ecolibrium3 brings a deep expertise in residential energy with a progressive approach to conservation that prioritizes an equitable transition to a low-carbon economy. Our unique focus on low-income energy improvements allows us to deliver savings to those homes most in need of repair and to those community members most in need of assistance.

Account Gain and Loss History

1. Our organization currently offers three conservation programs.

2. In the last two years, Ecolibrium3 closed one account for a conservation program. That account, with a gas utility company, worked with manufactured homes to make efficiency improvements through weatherization and heating system replacements. We were successful in making a substantial number of deeply impactful interventions with low-income residents, however we needed to revise the parameters of the program due to restrictions for cost effectiveness metrics required by the state. This had been a pilot program and needs PUC approval for expansion as part of the company's three-year Conservation Improvement Program filing expected in 2020. We are revising our guidelines and process in hopes to continue to serve this critically underserved segment of our population.
3. Ecolibrium3 developed the Rental Energy Upgrade Program (REUP) with ComfortSystems two years ago. This first of its kind program offers energy assessments, weatherization, and grants for qualified rental properties in Duluth.
4. Ecolibrium3 was the developer of the REUP program and is currently the only firm that is locally positioned to conduct this program. Our initiative and local connections have been one of our strongest assets in determining our conservation programs.
5. Ecolibrium3 conducts energy assessments for Minnesota Power, who works in partnership with Ecolibrium3 and Comfort Systems to jointly report energy savings. In other service territories we have reported savings to Minnesota Energy Resources, but without conflict to any of Comfort Systems' savings. Ecolibrium3 already bundles ComfortSystems audits into our work with the City of Duluth Community Development Block Grant Program.
6. Ecolibrium3 is eager to continue to develop new programs and continue to innovate on our existing programs.

Organization Financial Standing and Policies

1. Ecolibrium3 has strong financial policies, separation of duties, and financial performance. Due to federal grant requirements, Ecolibrium3 has a certified financial audit each year which is shared with the City of Duluth as a requirement for ongoing Duluth Community Development Block Grant Funding. All previous audits have been clean with no material misstatements. Ecolibrium3 and the Duluth Energy Efficiency Program had a federal A-133 single audit when funding exceeded the federal threshold (2013). All program and federal requirements were fulfilled with no adverse opinions, which according to our auditor was almost unheard of for a first-time single audit. Since our incorporation in 2011, we have increased our net assets every year.
2. Since our goal is to serve our community in a manner that provides opportunity for all income levels, Ecolibrium3 has always pursued a policy of differentiating options based upon need and ability to pay. We serve all income levels and have a market-based approach for most of our clients. However, we have actively pursued program design and external funding to assist Duluth's low-income residents in obtaining services and reducing barriers to efficiency implementation. This has included developing additional grants and rebates to augment what has been available through local utilities, developing the Giving Comfort At Home program, and referring/managing applications from residents to low-income weatherization or other subsidized rehabilitation programs. When working on federal grant programs, we are paid on a direct reimbursement basis with or without de minimus overhead of 10% based upon the funding source. To date, Ecolibrium3 has worked with the City of Duluth to raise over 3 million dollars of extra efficiency funding from federal and philanthropic sources. More than 70% of these funds were used to assist low-income households.
3. See attached.
4. As a 501(c)3 organization, Ecolibrium3 applies earned income to extend our charitable mission including provision of direct support to low income families, coordination of an AmeriCorps VISTA program, and expansion of Duluth's approach for building a resilient community. We

have previously created extended financial opportunities for low-income households in Duluth to reduce energy poverty.

Organizational Views about Effective Residential Conservation and Efficiency Programs

1. Effective conservation programs efficiently manage ratepayer resources while connecting clients to the most cost-effective and sustainable energy solutions. Building equity into conservation programs, that is distributing resources to those most in need of assistance, allows for an entire community to participate in conservation and collectively progress towards a sustainable future. By combining this approach to equity with overall programmatic efficiency, an effective conservation program can serve clients holistically and sustainably.
2. Ecolibrium3 operates the values of equity, sustainability, and innovation through a community focused approach. Our work centers equity, addressing each program and programmatic component through the experience of a disadvantaged individual, to extend the benefits of conservation programs to a wider segment of our community. We also believe that these solutions must be forward thinking and sustainable, as our work today can continue to have impacts half a century from now. Finally, our approach as a small, community-based organization allows us to continually innovate. If a program or process does not work for our community or clients, we adapt, iterate, and continually improve.
3. Ensuring quality of our audits allows us to build trust with clients and the community. We use accepted industry standards to conduct our audits and to calculate recommendations that are most advantageous to the client while maintaining the need for appropriate return on investment of utility Conservation Improvement Programs.
4. We believe that the City of Duluth and its residents and businesses are fortunate to have a municipally owned gas utility. As a cold climate community, it is the heating fuel provider that can have the greatest impact on conservation and reduction of energy poverty. We are excited to continue to advance conservation approaches in partnership with ComfortSystems.

Organizational Experience

1. Ecolibrium3 has extensive experience in performing energy assessment for a wide range of clients, but with a special focus and capacity to work with low-income residents. We have a special strength in operating as a nonprofit partner for utilities' Conservation Improvement Programs (CIP), and in developing new opportunities that direct CIP programs to the most vulnerable in our community. We have developed partnerships to address disparities in conservation spending and continue to work as a community-based organization to address some of our most challenging populations and housing stock. Our work has been recognized by three federal agencies including the EPA, DOE, and White House.
2. Ecolibrium3 has a long history of providing energy assessment services for two of our utilities in a combined program, specifically with ComfortSystems and Minnesota Power in their combined energy assessment program. We have conducted residential energy assessments that include an analysis of energy use and the installation of energy saving products for both gas and electric conservation. This is in fact, exactly the services that are requested in this proposal. When the Duluth Energy Efficiency Program was developed in 2008, Ecolibrium3 brought the utilities together to create the first combine audit methodology. We piloted the combined audit program with low-income residents using City of Duluth CDBG funds as each utility was working through their process for approval.
3. Ecolibrium3 schedules and tracks the progress of all our energy assessments. We have established a system of tracking that includes duplication for all necessary record keeping while also streamlining processes for a simplified customer experience and internal tracking. As we provide some income verification for programs, we have created a federally guided separation of data for this information between the utilities and Ecolibrium3.

4. Ecolibrium3 has a deep experience in connecting community members with resources that go beyond the general scope of a Home Energy Analysis. We act as a community connector, both guiding participants to our in-house weatherization programs, but other external programs with other partners and community organizations. We use the unique opportunity to directly engage with homeowners to steer them towards other opportunities that we, in our broad organizational knowledge, have familiarity with, from energy and conservation programs, healthy homes initiatives, to other community organized events.
5. Ecolibrium3's experience working within the community has earned us a reputation as not only trusted energy experts but also as a valuable community partner. We are involved in the organization of a number of community focused projects and programs that deepen Ecolibrium3's impact beyond our residential energy focus. During our energy assessments, we bring this broader community knowledge to each client's situation and act not only as a technical energy advisor, but can make multiple interventions and referrals to improve the quality of life for each community member.

Client References

Ecolibrium3 has completed hundreds of Advanced Home Energy Assessments for ComfortSystems and Minnesota Power since 2008. Conservation Improvement Program staff can be queried on our program success and auditor evaluations. In addition to CIP programs as customers, the following individuals can be contacted regarding our energy assessment services:

Danielle Rhodes

(507) 250-5397

danielleduluth@gmail.com

Archie Davis:

archie.davis@yahoo.com

(218) 590-1617

Julie Gontjes

juliegontjes@yahoo.com

(218) 355-0524

Appendix C

HEAP Minimum Energy Assessor Qualifications

Mandatory Qualification (minimum 1)		Additional Qualification (minimum 1)	
	Successfully passed the Dunwoody basic residential auditing exam or equivalent.		Advanced Home Energy Professional (HEP)
TE	Certified Building Performance Institute Building Analyst Professional.		Certified Home Energy Rating System (HERS) Rater who has used building diagnostic equipment in at least 20 homes.
	Certified BPI Envelope Professional.	TE, E3	Minimum of two years in the field doing residential building assessments including blower door set up, operation, and analysis; completing a minimum of 50 building assessments.
	Association of Energy Engineers (AEE) Certified Energy Manager	*	Completed 20 audits to the Minnesota weatherization standards.
<p>NOTES</p> <p>TE- Tristen Eberling (additional certification includes BPI Multifamily)</p> <p>E3- Ecolibrium3 (includes experience as general contractor from Ecolibrium3 predecessor company Common Ground Construction)</p> <p>*- Currently being trained in home inspections, Weatherization Assistance Programs NEAT/MHEA software, and manufactured homes.</p> <p>Advanced Home Energy Assessments completed by Ecolibrium3: 1,000+</p> <p>Energy audits with blower door assessment completed by Tristen Eberling: 225+</p>		E3	Insulation and/or air sealing contractors that have used building diagnostic equipment on over 20 homes while insulating or air sealing.
		*	Home inspectors that have completed a minimum of 100 home inspections and used building diagnostic equipment on over 20 homes they inspected.
		TE, E3	Residential Energy Consultant performing residential energy audits for natural gas utility programs for a minimum of two years.
		E3	Performed over 20 commercial or industrial energy audits.
		E3	Managed residential energy conservation programs for a minimum of three years.
			Minimum of two years HVAC system installation and service experience.
		TE	Minimum of a 2 year Associates degree or equivalent experience in relevant field of work.

Professional Certification

is awarded to

Tristen Eberling

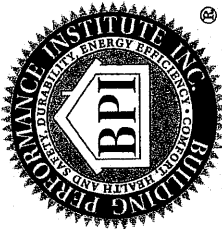
BPI ID# 5052375

who has successfully completed a comprehensive
evaluation and is a certified

Building Analyst Professional

as of October 18, 2017

Expires: 10/18/2020



Larry Zarker
Larry Zarker
Chief Executive Officer

Bruce DeMaine

Bruce DeMaine
Chief Operating Officer

BUILDING PERFORMANCE INSTITUTE, INC.

Appendix D Completed Cost Sheet

Assessment Costs		Cost Per Building
Perform an Energy Assessment and report - single family residence – cost per residence (performed by Ecolibrium3 Energy Auditor)		\$215 total +\$50 if > 4,000 sq.ft. (ComfortSystems share of combined audit of \$105)
Perform an Energy Assessment and report - 2 to 4 unit structure – cost per building (performed by Ecolibrium3 Energy Auditor)		\$250 + \$50 > 4,000 sq.ft.
Perform an Energy Assessment and report - 5 to 12 unit structure – cost per building (performed by Ecolibrium3 Energy Auditor)		\$300 + \$40/unit over 5 where inspection/direct installs are conducted
Perform an Energy Assessment and report for a building - 13 or more units – per/building (performed by Ecolibrium3 Energy Auditor)		\$600 + \$40/unit over 5 where inspection/direct installs are conducted
Product Direct Install Costs	Material Cost Per Unit	Installation Cost Per Unit
Earth Shower heads, 1.25 gpm, white (Niagara model #N2912 or equal) (only carried in chrome)	\$3.90	\$5.00
Bathroom faucet aerators, 1.0 gpm, Dual thread (Niagara model #N3210-SAW or equal)	\$.65	\$2.50/aerator
Kitchen Dual Spray Swivel faucet aerator, 1.5 gpm (Niagara model #N3115VP-FC or equal)	\$2.25	\$5/set, or \$2.50/aerator
Shower timers (AM Conservation model #SS010-S-LB or equal)	\$1.70	\$2.00
Pipe Wrap (Cost per Linear Foot)		\$.70

Additional Services	Cost Per Unit
Perform hot water temperature check and set back to 120°F if water temperature is 130°F or above. Re-measure hot water temperature at faucet and reset temperature if needed. Cost per temperature check.	** \$12.00 per note
Perform an audit revision. Cost per report.	\$50/hour anticipate 1 hour per revision.

**Because of the delay in temperature drop after changing the temperature on the hot water heater, and potential impact of pipe wrap, an accurate temperature may not be available without a second site visit after 24 hours. We recommend measuring initial temperature and setting the dial to the "preferred setting mark" on the water heater if over 130 degrees. We can demonstrate adjustments to the home owner and leave a ComfortSystems hot water gauge for later adjustment by the owner. If a second visit would be required to meet ComfortSystems standards, it would be billed at \$50.00/hour.