

ATTACHMENT B – VENDOR PROFILE

1. Vendor legal name:

2. Address of the office handling the Project:

3. Federal ID number:

4. Type of Operation: Individual Partnership Corporation Government

5. Can your company provide, upon request, certificates of insurance meeting the following requirements?

Yes No

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 Engineer's interests and liabilities.

6. The selected Vendor will be expected to sign an agreement containing the following indemnity clause:

"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.

7. Is the Vendor currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organization and directional terms.

Yes No

8. Are there any past or pending litigation or claims filed against the Vendor? If yes, please provide details of each, including any affect they may have on their performance.

Yes No

9. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.

Yes No

10. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between the Vendor and any NEMESIS RMS Consortium or City of Duluth employee or official? If yes, please explain relationship.

Yes No

11. Are there any circumstances impacting the Vendor that could affect their ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.

Yes No

12. Please provide a brief overview of the Vendor's history and relevant experience.

13. How will the City of Duluth and the NEMESIS RMS Consortium benefit from the proposed solution?

What additional value can the Vendor provide over its competition?