INVITATION TO BID
UTILITY INVOICE MAILING SERVICES

BID NUMBER: 17-14AA  BID OPENING: TUESDAY NOVEMBER 7, 2017 AT 2:00 PM

PROJECT DESCRIPTION: ComfortSystems, a division of the City of Duluth Public Works & Utilities Department, provides the citizens of Duluth with water, sewage, and natural gas services. The Division issues approximately 430,000 utility invoices for these services each year.

Comfort Systems is seeking a mailing service provider that can accept an electronic invoice file in txt/xml format, print, fold, sort, insert, barcode, seal, add the correct postage, and mail the invoices. The vendor must also be able to provide additional services such as address change notification.

The specification includes three minimum requirements that must be met for a bidder to be considered responsible. Price will not be the only consideration for award. Before a final award decision is made, the selected vendor will be asked to do a paid invoice processing and printing “trial run” to verify capabilities and quality. Reference checks may also be required.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected contractor will be issued a one (1) year service contract with three (3) one-year renewal options. Notice to Proceed will be issued once the agreement is fully executed.

INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders are acknowledging that they have read the City of Duluth General Bid Specifications, which are included in this bid package.

Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

No alternatives to the specifications will be considered unless specifically requested.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids.

The following documents must be submitted with your bid:

1. Acknowledgment of Addendum – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

The following documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. Insurance – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than $1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. A copy of the City standard indemnification clause and insurance requirements is attached.

2. Affidavit of Non-Collusion – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

3. Affirmative Action/EEO - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

The City of Duluth is an Equal Opportunity Employer.

CITY OF DULUTH
Amanda Ashbach
Purchasing Agent
BID FORM
BID # 17-14AA - UTILITY INVOICE MAILING SERVICE FOR COMFORTSYSTEMS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Total annual estimated cost for standard mailing (from page 2)</td>
<td>$</td>
</tr>
<tr>
<td>2) One time initial setup fee (if applicable)</td>
<td>$</td>
</tr>
<tr>
<td>Total first year estimated cost</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL FIRST YEAR COST IN WRITING

ACKNOWLEDGMENT OF ADDENDA

<table>
<thead>
<tr>
<th>ADDENDUM #</th>
<th>INITIAL/DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDENDUM #</td>
<td>INITIAL/DATE</td>
</tr>
<tr>
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<td>INITIAL/DATE</td>
</tr>
<tr>
<td>ADDENDUM #</td>
<td>INITIAL/DATE</td>
</tr>
</tbody>
</table>

BIDS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE

Signature _______________________________________________________ Date ______________________

Name/Title ______________________________________________________________________________

Company Name ___________________________________________________________________________

Address _________________________________________________________________________________

City, State, Zip __________________________________________________________________________

Tel. __________________________ E-Mail ______________________________

Page 1 of 2
BID FORM

BID # 17-14AA - UTILITY INVOICE MAILING SERVICE FOR COMFORTSYSTEMS

UNIT PRICING

ALL QUANTITIES ARE ESTIMATES USED FOR COMPARISON AND ARE NOT GUARANTEED.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT PRICE (per invoice)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost to create the invoice, including receiving the data file, paper, printing, return envelope, &amp; prep to mail.</td>
<td>430,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost for one additional insert</td>
<td>430,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost for postal presort</td>
<td>430,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage (standard one page invoice)</td>
<td>430,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL ESTIMATED COST FOR STANDARD MAILING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(Copy this number onto line 1 on page 1 of the bid form.)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UNIT PRICING FOR ADDITIONAL SERVICES

PLEASE ADD ANY ADDITIONAL SERVICES & UNIT PRICES NOT ALREADY LISTED

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT PRICE (per invoice)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-bar coded postage</td>
<td></td>
</tr>
<tr>
<td>Two or more inserts (price per additional insert)</td>
<td></td>
</tr>
<tr>
<td>Return postage</td>
<td></td>
</tr>
<tr>
<td>Address change service</td>
<td></td>
</tr>
<tr>
<td>Cost to provide printed mailing envelope (#10 left window with Duluth logo and return address)</td>
<td></td>
</tr>
<tr>
<td>Foreign mail charge</td>
<td></td>
</tr>
</tbody>
</table>

PLEASE INCLUDE DOCUMENTATION OF YOUR EQUIPMENT AND CAPABILITIES WITH YOUR BID.

THE CITY RESERVES THE RIGHT TO REQUEST AND CHECK REFERENCES PRIOR TO MAKING AN AWARD DECISION.
ComfortSystems, a division of the City of Duluth Public Works & Utilities Department, provides the citizens of Duluth with water, sewage, and natural gas services. The Division issues approximately 430,000 utility invoices for these services each year.

Comfort Systems is seeking a mailing service provider that can accept an electronic invoice file in .csv format, and print, fold, sort, insert, barcode, seal, add the correct postage, and mail the invoices. The vendor must also be able to include additional inserts and provide notice to the City of any returned mail or address changes.

Data files are currently sent by 2:00 PM CST Monday through Friday and must be processed and mailed the next day. The City requires that the vendor provide an auto confirmation of every electronic file received to ensure accuracy.

Invoices are printed on 8 ½” by 11” paper, double sided, two color (gradations of blue and black) as shown on the attached sample invoice. The variable data is currently printed on the front of the invoice pages only, and is not in color. Static contact and billing information, policy statements, and payment instructions are currently printed on the back of each page. The invoice is tri-folded and perforated so that the bottom third of page 1 can be removed and returned with the payment. All materials required to create the printed invoice are currently provided by the mailing service.

The printed invoice is inserted into a #10 left window envelope with the City of Duluth logo and the return address for ComfortSystems pre-printed in the upper left-hand corner, as shown on the attached sample envelope. The logo is tri-color. This mailing envelope is currently printed by a different vendor under a separate purchase order and direct shipped to the mailing service. On the Bid Form, please provide a unit cost to print the mailing envelope in-house as part of the standard services.

In addition to the invoice, a #9 right window return envelope is inserted into the mailing envelope. This return envelope is currently provided by the mailing service.

Vendors must meet the following minimum criteria to be considered responsible. Please indicate whether you can currently meet the requirement by checking YES, if you cannot currently meet the requirement, check NO:

1. Vendor is able to provide and perform all functions in-house; no subcontracting is permitted. YES ☐ NO ☐

2. Invoices will be printed on a printer with a minimum 2400 x 600 DPI resolution. YES ☐ NO ☐

3. Vendor has the capability to fold into tri-fold. YES ☐ NO ☐

In addition, please indicate whether you have on-site technicians to perform maintenance on inserting equipment. YES ☐ NO ☐

Please state the latest time (Central Standard Time) that the invoice file can be sent electronically by City of Duluth and still guarantee next day mailing of invoices.

__________________________
Indemnification.

To the extent allowed by law, Service Provider 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 Service Provider’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 the Service Provider’s employees or contractors, or d) the use of any materials supplied by the Service Provider 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.

Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(1) Workers compensation insurance in accordance with applicable law.

(2) Public Liability and Automobile Liability Insurance with limits not less than $1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(3) The City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider’s interests and liabilities.

(4) The use of an Accord form as a certificate of insurance shall be accompanied by two forms:

   (i) ISO Additional Insured Endorsement (CG-2010 pre-2004) and

   (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount Due</th>
<th>Amount Paid</th>
<th>Due Date</th>
<th>Service Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/07/2016</td>
<td>54.27</td>
<td>0.00</td>
<td>06/07/2016</td>
<td>5020 Maple ST</td>
</tr>
</tbody>
</table>

**Notes:**
- BE SAFE call 1-800-252-1166 BEFORE YOU DIG for utility marking. This service is FREE
- Amount Due will be Bank Drafted

**Mailing Address:**

Please include this stub with your payment
Phone Numbers
Natural Gas Emergencies, 24-hour response 218-730-4100
Water and Sewer Emergencies, 24-hour response 218-730-4000
Customer Service, Budget Billing, EasyPay, Rates 218-730-4050
Comfort Policy, Home Energy Loans 218-730-4050
Home Energy Check-up 218-525-3078
Pay By Phone 1-866-533-5718

Correspondence Mailing Address
Public Works & Utilities Department, P.O. Box 169001, Duluth, MN 55816-9001

Payment Mailing Address
Public Works & Utilities Department, P.O. Box 169008, Duluth, MN 55816-9008

Customer Copy
The upper portion of this statement is your copy and itemizes the details of your account since your last billing. Please save for your records.

Meter Reading Policy
Each gas and water meter shall be read monthly except when inclement weather or lack of access to the meter prevents reading on the scheduled date. This may cause an estimated reading to be used on the bill.

Billing Payment Stations
Garfield Service Center 520 Garfield Ave, Duluth, MN 55802 (24 hours)
Treasurer’s Office Room 105 City Hall (during regular business hours)

Explanation of Abbreviations on Statement
* An asterisk indicates a correction factor was applied to the metered usage on the bill. Please go to www.comfortsystems.ws/MeterCorrectionFactor to find the meter correction factor applied to your usage.

Interest Charge
Interest is charged at 1.33 percent per month (annual effective rate of 17.23 percent) on all charges or budget payments billed and not paid prior to the date of your next bill.

Checks
Make checks payable to “Duluth Public Utilities.” A $30 fee will be charged on all dishonored checks.

Payments using Credit Card or withdrawal from Checking or Savings Account
Visit www.comfortsystems.ws to pay your bill with your credit card or withdrawal from your checking or savings account. Pay by phone by calling 1-866-533-5718.

Charges and Payments
The due date shown is for current charges only. Previous balances are due upon receipt of this bill. Payments are applied to the oldest balance first.

Assistance in Paying Your Bill
Contact AEOA at 624-7625, St. Louis County at 726-2101, or the Salvation Army at 722-7934 ext. 102 to determine eligibility for assistance.

Reinstatement of Services Shut Off for Nonpayment
Services shut off for nonpayment will be restored the next business day following payment of all required charges and fees.