



INVITATION TO BID REBID UTILITY INVOICE MAILING SERVICES

BID NUMBER: REBID 26-AA21

BIDS DUE: TUESDAY, SEPTEMBER 29, 2026 BY 2:00 PM CT

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 300,000 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 five minimum requirements that must be met for a bidder to be considered responsible. 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.

The selected contractor will be issued a one (1) year service contract with three (3) optional one-year renewals.

ANTICIPATED START DATE:

January 2027

PRE-BID MEETING:

There will be no pre-bid meeting.

QUESTIONS:

Please submit any questions regarding this project via e-mail to Purchasing@duluthmn.gov. Responses will be issued as an addendum to this solicitation. Deadline to submit questions is Wednesday, September 23, 2026 by 4:00 PM CT.

Forms, contract documents, plans and specifications may also be on file at the following offices: Minnesota Builder's Exchange and Builder's Exchange of Wisconsin.

INSTRUCTIONS TO BIDDERS

All bids must be complete, signed and transmitted in a sealed envelope plainly marked with the bid number, subject matter and opening date and mailed or dropped off at the Purchasing Office, City Hall, 411 W. 1st Street, Room 120, Duluth, MN 55802. E-MAIL BIDS WILL NOT BE ACCEPTED.

The City Purchasing Agent or their designee will conduct a public bid opening immediately after the deadline for receiving bids. Bidders may view the opening by going to <https://duluthmn.gov/purchasing/bids-request-for-proposals/> and selecting the appropriate link.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

The City of Duluth reserves the right to split the award where there are savings to the City, to waive informalities and to reject any and all bids. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH YOUR BID:

1. **Bid Submission Cover Sheet**
2. **Exhibit A, Bid Form** - including acknowledgement of any/all addenda and a signature from an authorized representative.
3. **Exhibit B, Vendor Criteria Form** –Vendor must be able to check 'YES' to all criteria to be deemed responsive.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution.

1. **Insurance** – Vendor must provide proof of Cyber Liability Insurance (or equivalent) with limits not less than \$1,500,000 Single Limit prior to the commencement of work.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH
Patrice Stalvig
Purchasing Agent

1. General. This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in the Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At bid opening, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. Bidder Questions. Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of Addendum or e-mail to prospective bidders.
4. Changes, Corrections & Withdrawal of Bids. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. Unit Pricing. If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. Sales Tax. Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. Bid Submission. Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Bids must be received by Purchasing before the time and date specified in the invitation for bid.
8. Non-Collusion Clause. By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.
9. Award. Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications. A bid summary will be posted on the City website immediately following the bid opening. Awards over \$150,000 must be approved by City Council.
10. Bidder Qualifications. Per Sec. 41.23(e) of Duluth City Code, contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, the City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the

bidder; the quality of the bidder's performance of previous contracts or services; the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03). By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.

11. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids or portions thereof and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests. The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
12. Liquidated Damages for Failure to Enter into Contract. The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
13. Equal Employment Opportunity. Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
14. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
15. Prevailing Wages. Per Sec. 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all construction type projects estimated to exceed \$2,000. Contractor will be required to submit certified payrolls with all requests for payment. This does not apply to off-site production and manufacturing of parts and supplies.
16. Validity of Bids. All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or otherwise agreed to in writing.
17. Insurance. All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.
18. Reports. Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.

SPECIFICATIONS

REBID 26-AA21 UTILITY INVOICE MAILING SERVICES

1. ABOUT

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 300,000 utility invoices for these services each year.

2. SERVICE DESCRIPTION

Comfort Systems is seeking a mailing service provider that can accept an electronic invoice file in .xml 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. The software system that provides the files for processing is New World ERP.

Data files are currently sent by 2:00 PM CST Monday through Friday and must be processed and mailed the next business day. If the next business day falls on a holiday, the files must be processed the first business day following the holiday. The City requires that the vendor provide an automatic 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, 22# white woven with 23 gray tint, 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. It has black and blue print. The window is 1 ¼" x 4 ¼" placed 5/8" from the bottom. In addition to the invoice, a standard #9 right window return envelope is provided by the mailing service and inserted into the mailing envelope.

3. VENDOR REQUIREMENTS

Vendors must meet the attached minimum criteria (Exhibit B Vendor Criteria Checklist) to be considered responsive. On the checklist, please indicate whether you can currently meet the requirement by checking YES, if you cannot currently meet the requirement, check NO. The Vendor and Equipment Criteria form must be submitted WITH your bid.

4. POSTAGE

Invoices must be mailed using Presort First Class Mail Postage. The City will reimburse the vendor for the current cost of Presort First Class Mail Postage at the time of mailing. Since this amount will be standard for all vendors, postage has been entered into the bid form at the current rate.

5. AWARD AND CONTRACTING

The selected vendor will be issued a one (1) year service contract (template attached) with three (3) optional one-year renewals. Beginning one year after the agreement's date of attestation, the vendor may request an annual price adjustment based on the actual percentage increase, if any, in the Producer Price Index (PPI) for Printing and Related Support Activities during the preceding 12 months, not to exceed 2.5% per contract year. For example, a 1.8% PPI increase would result in a 1.8% adjustment, while a 5.5% increase would be capped at 2.5%. If the PPI percentage change is lower than the previous year, vendor prices will remain unchanged, with no increase or decrease. No adjustment will be permitted during the initial contract year. Postage will be billed at the actual USPS rates in effect at the time of mailing and is not subject to this annual adjustment.

**SUBMISSION COVER SHEET
CITY OF DULUTH
REBID 26-AA21 UTILITY INVOICE MAILING SERVICES**

Bidder Information:	
Submitter Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

EXHIBIT A – BID FORM

REBID 26-AA21 UTILITY INVOICE MAILING SERVICES

BASE BID: BIDDERS REQUIRED TO FILL OUT SHADED BOXES

ITEM	*QTY	UNIT PRICE (per invoice)	TOTAL
1. Cost to create the invoice, including receiving the data file, paper, printing, mailing & return envelopes, & prep to mail.	300,000	\$	\$
2. Cost for postal presort	300,000	\$	\$
3. **Postage for Presort First Class Mail	300,000	\$ 0.621	\$ 186,300.00
4. One-time initial setup fee (if applicable)			\$
5. TOTAL BASE BID (ADD LINES 1-4)			\$

**All quantities are estimates used for comparison and not guaranteed*

***Postage has been entered at its current rate for Presort First Class Mail. Include Line 3 in total base bid. Line 3 is locked from editing.*

***ALTERNATES: UNIT PRICING FOR ADDITIONAL SERVICES BIDDERS REQUIRED TO FILL OUT SHADED BOXES

ITEM	UNIT PRICE (per invoice)
Cost for one additional insert	\$
Two or more inserts (price per additional insert)	\$

****Alternates not included in bid total*

EXHIBIT B – VENDOR CRITERIA FORM

REBID 26-AA21 UTILITY INVOICE MAILING SERVICES

THE CHECKLIST MUST BE SUBMITTED WITH BID. VENDOR MUST BE ABLE TO CHECK 'YES' TO ALL CRITERIA TO BE DEEMED RESPONSIVE.

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 laser-style (non-running ink) printer with a minimum 600 x 600 DPI resolution.
YES ☐ NO ☐
3. Vendor has the capability to fold into tri-fold.
YES ☐ NO ☐
4. Please indicate whether you have on-site technicians to performance maintenance on needed equipment, OR back-up equipment available for use if necessary.
YES ☐ NO ☐
5. Data files are currently sent by 2:00 PM CST Monday through Friday and must be processed and mailed the next day. Please indicate whether vendor can print up to 1,500 invoices and envelopes, insert each invoice along with any additional bill inserts, apply postage and mail all 1,500 invoices on the same business day.
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.

Time: _____

THE CITY RESERVES THE RIGHT TO REQUEST AND CHECK REFERENCES PRIOR TO MAKING AN AWARD DECISION. AT LEAST THREE REFERENCES ARE REQUIRED TO BE DEEMED A RESPONSIVE BIDDER

NAME	COMPANY	PHONE NO.	EMAIL


ComfortSystems

Serving the City of Duluth

000001

Account No.	Service Address	Billing Date
123456789-001	1234 Main St	07/02/2026

Service Period	Meter Readings
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05/28/2026 - 06/26/2026

10 HEAT GAS RESIDENTIAL HEATING								Unit of Measure
Meter No	Read Dates	Days	Previous	Current	Rate	Usage		
S3467622	05/27/2026-06/26/2026	29	5812	5932	0.934	120		CCFG
PGA								
Meter No	Read Dates	Days	Previous	Current	Rate	Usage		Measure
S3467622	05/27/2026-06/26/2026	29	5812	5932	-0.424	120		CCFG
11-1 1/2 R2 WAT INFRA SURCHARGE								Measure
Meter No	Read Dates	Days	Previous	Current	Rate	Usage		
B230134824	05/27/2026-06/26/2026	29	814	842	5.650	28		CCFW
01 CLASS I SANITARY SEWER								
Meter No	Read Dates	Days	Previous	Current	Rate	Usage		Measure
B230134824	05/27/2026-06/26/2026	29	814	842	7.650	28		CCFW
WAT INFR SURCH								
Meter No	Read Dates	Days	Previous	Current	Rate	Usage		Measure
B230134824	05/27/2026-06/26/2026	29	814	842	0.918	28		CCFW

Charge Code	Amount	Charge Code	Amount
GAS	112.08	SAFE WATER FEE	15.22
PGA	50.88 CR	ST LOUIS CO TAX	0.36
GAS FIXED CHG	9.00	WATER INFRASTRUCTURE SURCHARGE	25.70
WATER	158.20		
WATER FIXED CHG	11.25		
SEWER	214.20		
SEWER FIXED CHG	6.15		
STORM	71.70		
MN STATE TAX	4.83		
CITY TAX	1.06		

WATER BILLS INCLUDE THE MN STATE MANDATED SAFE DRINKING WATER FEE OF \$15.22

Current Charges
\$578.87

Balance Due
\$578.87

Due Date	Amount Due
07/23/2026	\$578.87

Account No.	Due Date	Amount Due	Amount Paid
	07/23/2026	\$578.87	

Service Address

 1234 Main St
 Duluth, MN 55802

Mailing Address

IF MAILING PAYMENT PLEASE INCLUDE THIS STUB

000001_1000


 Joe Customer
 1234 Main St
 Duluth, MN 55802-1234

 CITY OF DULUTH COMFORT SYSTEMS
 PO BOX 860643
 MINNEAPOLIS, MN 55486-0643


161515280007 0000057887 00

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
Energy Audits	218-525-3078 or 218-336-1038
Pay by Phone	833-327-6285

Correspondence Mailing Address

Public Works & Utilities Department, 520 Garfield Ave, Duluth, MN 55802

Payment Mailing Address

Public Works & Utilities Department, P.O. Box 860643, Minneapolis, MN 55486-0643

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 Dropboxes

Garfield Service Center 520 Garfield Ave, Duluth, MN 55802

Finance Office Room 120 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.

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 Debit Card

Visit www.comfortsystemsduluth.com to pay your bill with a credit card or eCheck.

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.

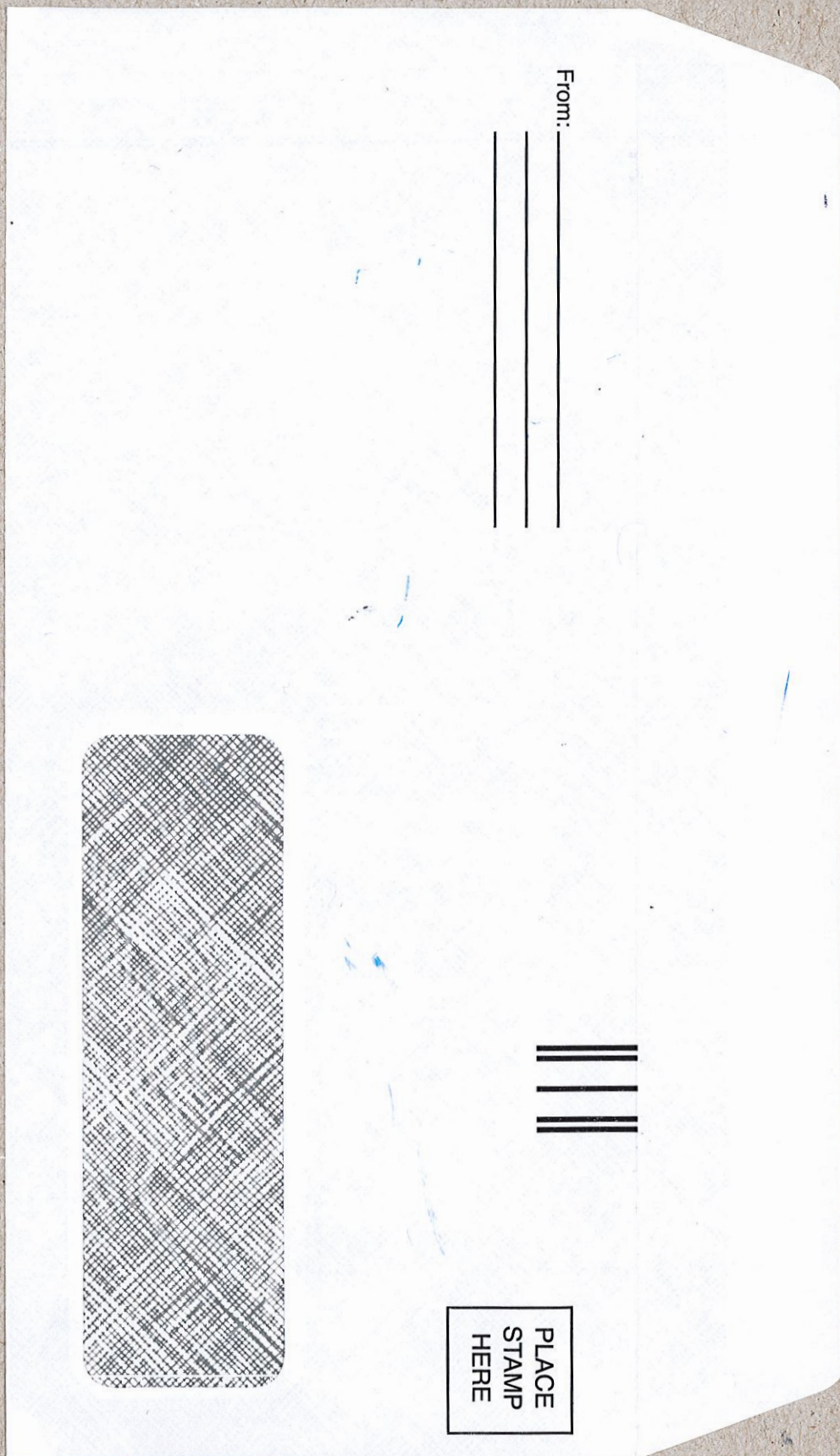
Assistance in Paying Your Billing

Contact AEOA at 623-3011, St. Louis County at 726-2101, or the Salvation Army at 722-7934 to determine eligibility for assistance.

Reinstatement of Services Shut Off for Non payment

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

EXHIBIT E - ENVELOPE SAMPLE





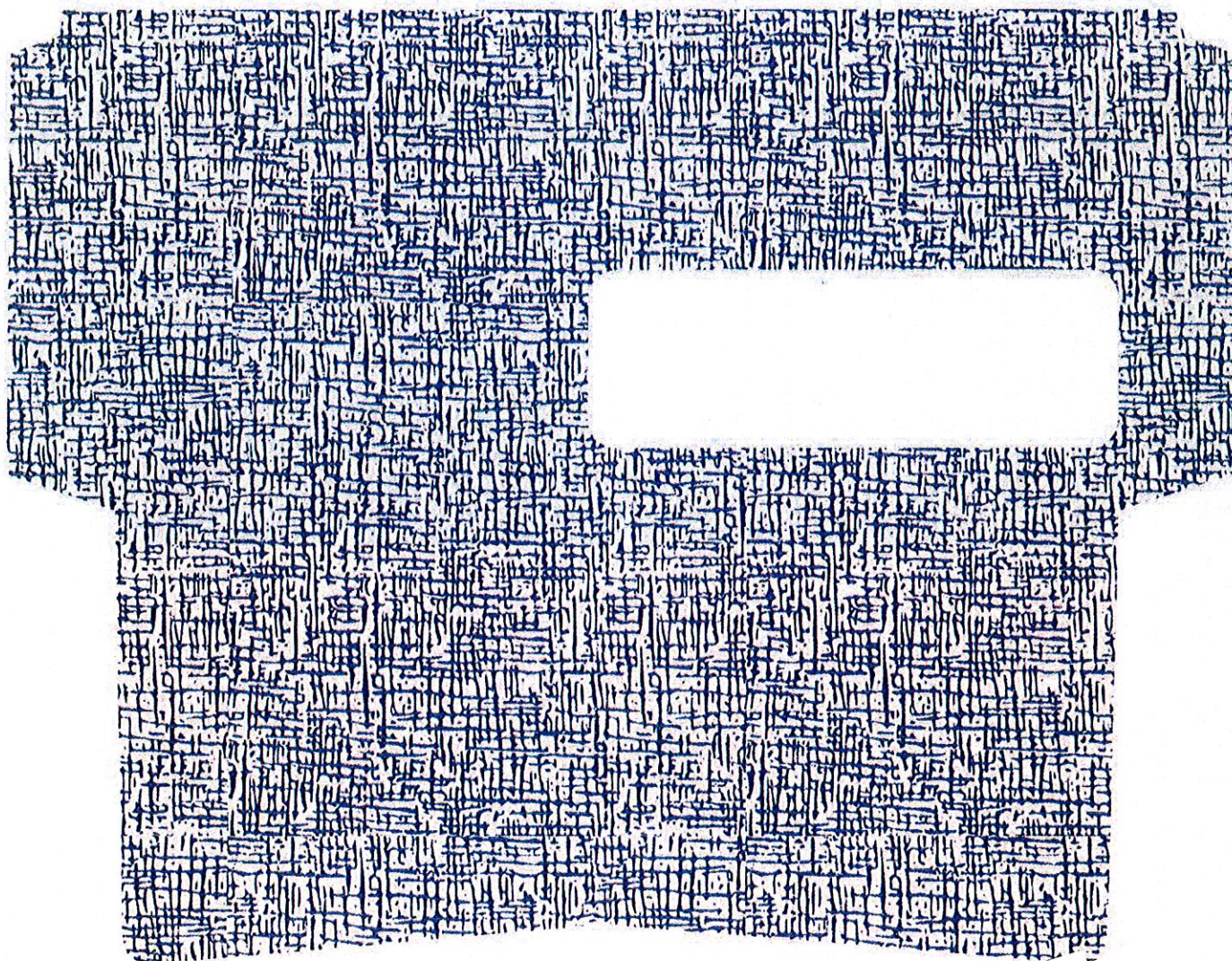
City of Duluth Public Works
& Utilities Department
P.O. Box 169001
Duluth, MN 55816-9001

MULTIPLE ACCOUNT INVOICES MAY BE ENCLOSED

Window: 1-1/4" x 4-1/4" - Poly
From Left: 5/8"
From Bottom: 5/8"

PROOF DATE: 10/25/17	ORDER / FORM / ID #: 598841	CUSTOMER: INFOSEND INC	PO#:
CSR:	QTY: 250,000	SIZE: 4-1/8" x 9-1/2"	STYLE: SS
FLAP SIZE: 1-5/16"	GUM: FULL	PAPER: 24# White Wave	
WIN 1: 1-1/4" x 4-1/4"	LEFT: 5/8"	BOTTOM: 5/8"	WIN 2:
LEFT:	BOTTOM:	WIN 3:	LEFT:
BOTTOM:			
OUTSIDE COLORS: Black	3005 Blue	INSIDE COLOR & TINT#: 423 Gray	
DIE#:	APPROVED: AS IS ☐ WITH CHANGES ☐ CORRECT & RE-PROOF ☐	BY:	DATE:
IMPORTANT: This proof is presented to you for your review so YOU can be sure your job is set correctly. Please check CAREFULLY for any errors or issues including misspellings, grammatical errors, missing fonts, missing or re-wrapping text, or misplaced images (both in your supplied electronic files and generated design/composition) that may appear. We (your supplier, vendor or agents) will not be responsible for errors you neglect to bring to our attention. Unless otherwise specified on the proofs, throat depths, knife angles, adhesive and patch layouts, and other construction specifics are approximations for reference only and may not be matched exactly during production.			

REVISION OPERATOR INITIALS: JL



SERVICES AGREEMENT
(Purchase Order #_____)

This agreement ("Agreement") between the City of Duluth, a Minnesota municipal corporation ("City") and **NAME OF SERVICE PROVIDER**. ("**NAME**" or "Service Provider"), with offices located at **ADDRESS**.

WHEREAS, City desires to enter into an agreement with a service provider to provide **DESCRIBE THE SERVICES**;

WHEREAS, City issued a Request for Bid (the "RFB") for **DESCRIBE THE SERVICES** (the "Services");

WHEREAS, **NAME** is in the business of providing **DESCRIBE THE SERVICES** to its customers;

WHEREAS, **NAME** submitted a Response to the RFB (the "Response") and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

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

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

DESCRIBE THE SERVICES, described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the "Rates") for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment. Payments shall be made **from fund XXX-XXX-XXX**. Service Provider shall be paid for the Services within thirty-five (35) days of the City's receipt of an invoice per Minnesota Statutes §471.425. **(Include any special terms for price adjustments, prepayment or partial prepayment, etc)**

3. Term; Termination. The term of this Agreement shall commence on **(either date of attestation or future date)** and shall continue, unless earlier terminated as provided for herein, for a period **enter term** (the "Term"). The Term will renew for **XX** additional **XX (X)** year terms (each year a "Renewal Term") unless either Service Provider or City provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party's material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party's reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach. In addition, during the Renewal Term of this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.

ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Service Provider and City from all liability described in the Indemnification paragraphs below, subject to the provisions below:

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

(2) Commercial General 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, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.

(3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies.

(4) Service Provider to provide Certificate of Insurance evidencing all coverages which shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, or 10 days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

B. The insurance required herein be maintained in full force and effect during the life of this Agreement and 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.

D. 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.

6. Indemnification.

To the fullest extent permitted by law, Service Provider agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys' fees) asserted by itself or any person or persons including agents or employees of the City of

Duluth or the Service Provider by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Service Provider or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Service Provider, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Service Provider, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, the Service Provider shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Service Provider shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless Service Provider should fail to comply with its insurance obligations in this contract to the detriment of City, in which case the Service Provider shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Service Provider. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

The Service Provider understands this provision may affect its rights and may shift liability and specifically agrees to the same.

7. Claims. The Service Provider waives the right to make any claim whatsoever against any officer, agent or employees of the City for, or on account of, anything done, or omitted to be done, in connection with the drafting or ratification of this contract. In addition, if it is determined that this contract was not drafted or ratified in conformity with Minnesota or federal law, or City of Duluth ordinance or charter provisions, or if the contract includes obligations that are void as to Minnesota or federal law or City of Duluth ordinance or charter provisions, the Service Provider agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract. **The Service Provider understands this provision may affect its rights and may shift liability and specifically agrees to the same.**

8. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider 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.
- d. Service Provider 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.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
 - f. Service Provider 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. Service Provider 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.

9. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

10. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

11. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

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. 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.

14. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

SERVICE PROVIDER NAME

By:

By:

Mayor

Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date

EXHIBIT A

RESPONSE TO REQUEST FOR BID

TEMPLATE