CITY OF DULUTH, MN

REQUEST FOR PROPOSALS

FOR

Fire Department Records Management System

RFP NUMBER 25-99498

Issued May 14, 2025

Proposals due Friday, May 30, 2025 at 3:00 pm central time

SUBMIT TO:

CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802

Request for Proposals

Fire Department Records Management System

The City of Duluth, MN invites proposals from qualified vendors that possess outstanding qualifications, experience and knowledge to provide Fire Department Records Management System software to replace the current legacy system. The specific services requested in this Request for Proposals (RFP) are detailed in Section II Scope of Work.

Sealed proposals in response to the Request for Proposals for Fire Department Records Management System will be received via mail or may be dropped off in person at the Purchasing Office, City Hall Room 120, 411 W. 1st Street, Duluth, MN 55802 no later than the deadline listed on the cover page.

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SECTION I – BACKGROUND AND GENERAL INFORMATION

A. Description of Work

The City of Duluth, MN is seeking to improve its operations both internally and externally by procuring a new Records Management System that will improve the operations of the Fire Department, including all of the divisions which are Operations, Life Safety, and Training. The goal of this procurement is to improve incident reporting (NFIRS/NERIS,INFORS/Medical), data consolidation and reports for retrieving data. The Records Management System should support incident reporting, personnel management, training records, equipment tracking, fire prevention activities, and EMS reporting. The Records Management System should also include an investigation module that is NFPA 921 compliant.

B. Technology Standards

The following technology standards are in place with the City and it is expected that the new Record Management System will be compatible with these standards:

- System Software: Windows 11
- Servers: Microsoft Server 2019 or newer; Microsoft SQL 2022; Virtualized Environment
- Network Protocol: TCP/IP

C. Mandatory Disclosures

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

1. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.

2. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

3. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.

4. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

D. Refinements and Improvements

Applicants should feel free during the proposal submission process to provide any suggestions or comments that might be advantageous for the City of Duluth to consider in terms of any efficiencies, issues or processes. The City is not committed to any single scenario, but efficiency of resources and minimizing impacts are critical in completing this work.

SECTION II – SCOPE OF WORK

This RFP Scope of Work is only for the installation, implementation, and training of the Record Management System outlined below. The City may consider a review of current business practices as part of this RFP.

A. General Requirements

The City of Duluth intends to acquire and implement a Fire Department Records Management System that will meet present and future needs. The system provider must specify all required hardware, software and professional services offered for the proposal.

B. Scope of Services

Contractor shall furnish all labor, transportation, and incidentals necessary to perform the scope of this project. The following components are identified as the most critical elements of the proposed system:

- Cloud-Based or On-Premise Deployment
- Role-Based Access Controls (RBAC) along with SSO capability.
- NFIRS/NERIS Medical Reporting along with all other current compliant standards.
- Standards-based, open software application programming interface (API) that provides the agency with a data stream from which additional interfaces can be developed; City of Duluth is to own all data at no additional cost
- Web-based administrative capabilities
- Robust Asset Management
- Warranty and Maintenance
- Training & Certification Tracking.

Work shall be completed as set forth in a contract for this project to be negotiated with the

City based upon the contractor's written proposal.

C. Project Management and Implementation

The successful bidder shall assign a single project manager dedicated and available for the entire duration of the project. The project manager will be the main contact for all communications during the implementation phase. The City will designate an IT resource to co-manage the project and facilitate the implementation process with the City.

The proposal response must detail the project management services that will be offered.

The City of Duluth requires that each bidder prepare a detailed implementation plan outlining the required tasks, estimated hours, responsibility, major deliverables and timing. This plan should also outline technical support and training as part of implementation.

SECTION III – RFP GUIDELINES AND SCHEDULE

A. General Requirements

The City of Duluth requires a fixed price for the software licensing along with a not to exceed threshold for implementation services, to be billed as incurred. Please provide your data conversion rates as well. The vendor is expected to complete the work at or below the negotiated price.

B. Questions

Questions should be directed to purchasing@duluthmn.gov. Deadline to submit questions is May 20, 2025. Responses to submitted questions will be provided in an addendum to the RFP posted on the City website no later than May 23, 2025.

C. Submission of Proposals

Your sealed proposal must be received in the Purchasing office no later than the deadline listed on the cover page of this RFP. The City reserves the right to reject or deduct points for late proposals.

Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the Request for Proposals.

The proposal must be signed by an official authorized to bind the company to its provisions. Signing the cover sheet attached as Appendix A will meet this requirement.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where there are indirect or incomplete answers.

Proposals shall be for the total net price including all applicable taxes, shipping and charges. Please note that the city holds tax-exempt status. As a result, we are unable to remit payment for any taxes included in the invoice.

Proposals must remain valid for a minimum of 120 days or until a contract is executed.

D. Contract

Bidders should be aware of the City's standard contract terms and conditions in preparing their response. A sample of the City of Duluth Agreement for Professional Services is attached for reference as Appendix C. Bidders who wish to negotiate any of the terms, conditions or language in the contract, must indicate those exceptions by including a redlined version of the sample agreement with their response to the RFP.

Regardless of any objections set out in its proposal, the Bidder must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix C. The City reserves the right to reject any proposal that is conditioned on the negotiation of the standard terms and conditions set out in Appendix C.

The City, in its sole discretion, may undertake negotiations with Bidders whose proposals, in the judgment of the City, are responsive and show them to be qualified, responsible and capable of performing the Project.

E. Addenda

If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website at https://duluthmn.gov/purchasing/bids-request-for-proposals/ under Current Bids and Projects, and this solicitation number. Although an email notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information. Any addenda issued must be acknowledged on the Proposal Sheet attached as Appendix A. To sign up for notifications from the website, Bidders may visit https://duluthmn.gov/purchasing/ and select the "Register Online" link in the first paragraph.

F. Award

The City of Duluth reserves the right to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the City.

The proposals will be reviewed by City staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations.

The factors and weighting on which proposals will be evaluated are:

Cost	30%
System Requirements/Functionality	35%
Implementation Services, Training, References	35%
TOTAL	100%

The City reserves the right to request remote demonstrations from top scoring proposers. The City will not be responsible for any costs incurred for providing the demonstration.

The winning bidder shall submit to the City a signed services agreement with appropriate insurance documents before the commencement of work.

G. Insurance

a. 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.

   i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.

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

   iii. 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, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this 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.

   iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant

shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. 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.

b. Certificates showing Consultant 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.

c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.

d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.

e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification
of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

H. Contacts

Patrice Stalvig
City Purchasing Agent
411 W. 1st St., Rm 120
Duluth, MN 55802
purchasing@duluthmn.gov

I. Estimated Schedule

Item	Date
RFP Issue Date	5/14/25
Final Date for Written Questions	5/20/25
City Responses to Written Questions	5/23/25
Proposals Due	5/30/25
Evaluation and Short List Selection	June 2025
Demonstrations	June 2025
Anticipated Award Date	July 2025
Anticipated Project Start	TBD

SECTION IV – RFP EVALUATION

The City of Duluth will evaluate all proposals deemed responsive to this request by an evaluation panel selected by the City.

The top scoring proposals will be asked to provide a demonstration remotely to City staff. The City will not be responsible for any costs incurred for providing the demonstration.

SECTION V – RFP RESPONSE REQUIREMENTS AND FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented. No costs shall be included in the technical proposal. Costs shall be in an envelope sealed separately from the technical proposal and clearly marked “COST PROPOSAL”.

TECHNICAL PROPOSAL SHALL CONSIST OF:

A. Cover Page

The proposal cover page attached as Appendix A must be completed and included. The proposal must be signed by an official authorized to bind the company to its provisions.

B. Company Background and Experience

This section should provide the following:

- A brief history of the company
- Major products and services offered
- Experience performing work as outlined in the RFP
- Number of clients who use company’s RMS System

C. Project Work Plan and Schedule

Proposal should include a suggested work plan and schedule from the time of contract execution to post go-live.

D. System Description and Functionality

The bidder should provide a brief overview of the system including its description and functionality. Include additional equipment (bar code scanners, tablets, etc.) the City would need to have to take full advantage of the functionality of the system. Any additional hardware or equipment required will be procured under a separate agreement/purchase order.

E. Client References

Provide a list of five references from municipal clients. Include contact name, phone number, agency date of implementation, and size of fleet.

F. Standard License Agreement

As part of this RFP, respondents must provide a copy of their standard license agreement for review. Vendors must submit their full standard license agreement alongside their proposal.

G. Records Management System and Support Featuers

Bidder must complete Appendix B, providing comments as necessary on each of the specifications, and include the completed document with the technical proposal.

COST PROPOSAL SHALL CONSIST OF:

Provide a total cost proposal that includes:

- Hardware required
- Systems interfaces
- Project management, installation services (hours, price per hour, travel expenses)
- Annual maintenance/licensing
- Total Price

APPENDICES

Appendix A – Proposal Cover Sheet

Appendix B – Records Management System Features

Appendix C – Agreement Template

APPENDIX A - PROPOSAL COVER SHEET

CITY OF DULUTH

25-99498 RFP FOR FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

Bidder Information:	
Bidder 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

APPENDIX B - RECORDS MANAGEMENT SYSTEM AND SUPPORT FEATURES

CITY OF DULUTH

25-99498 RFP FOR FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

Below are the basic features the City would like in a Records Management System. There may be additional features not listed that the vendor could provide.

*Denotes a mandatory item
#Denotes a desired item
^Denotes an optional item

Please respond fully to each item as indicated below:

	Features/Components	Yes/No	Comments
1. General System Requirements			
a.	*NFIRS/NERIS Compliance		
b.	*Seamless CAD Integrations		
c.	#Role-Based Access Control w/ SSO & MFA		
d.	*Standards-based, open software application programming interface (API) that provides the agency with a data stream from which additional interfaces can be developed; City of Duluth is to own all data at no additional cost		
e.	*Training and Documentation		
f.	*Warranty and Maintenance		
g.	#Cradle Point Integration		
h.	Cloud Hosting Capabilities		
i.	Client Hosting Capabilities		
j.	Compatible with most current versions of Chrome and Edge		
k.	Compatible with Wildcard certificate		

Features/Components		Yes/No	Comments
l.	Support Monday – Friday (Specify Hours in Central)		
m.	Emergency Support Line		
2. Reporting			
a.	*NFIRS/NERIS along with meeting other state and federal reporting requirements.		
b.	#Automated Report Generation		
c.	#Ability to export reports to .csv or Excel format		
d.	*Investigation Reporting		
3. Security, Roles and Permissions			
a.	#Azure Active Directory Integration with SSO		
b.	Ability to Create and Modify Roles		
c.	Ability to Add, Remove, Modify permissions on roles		
4. Core Functions			
a.	Incident Reporting		
b.	Personnel & Training Management		
c.	Fire Prevention & Inspections		
d.	Data Analytics & Reporting		
e.	System Security & Compliance		
f.	Equipment & Asset Management		
g.	Integration w/ current Payroll System.		
5. Training			
a.	*Remote User Training		
b.	*Remote Admin Training		

Features/Components		Yes/No	Comments
c.	#On-Site User Training		
d.	#On-Site Admin Training		
e.	Training Resources, Web Training Module		
6. Additional Requirements			
a.	Online Support Portal		
b.	Mobile Compatibility		
c.	User-Friendly Interface		
d.	Real-Time Data Syncing		
e.	Interface for CAD data Import		
f.	NEMSIS and HIPAA Compliance.		
g.	GIS Functionality for driving directions and/or call tracking		
h.	Utilizing the City's ESRI GIS information or Google Maps.		
i.			
j.			
k.			
l.			

APPENDIX C – AGREEMENT TEMPLATE

CITY OF DULUTH

25-99498 RFP FOR FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

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AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN

Click or tap here to enter text.
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 Click or tap here to enter text. located at Click or tap here to enter text., hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for Click or tap here to enter text., (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 Click or tap here to enter text. ("Click or tap here to enter text."). 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 Click or tap here to enter text. Dollars ($Click or tap here to enter text.) inclusive of all travel and other expenses associated with the Project, payable from Fund Click or tap here to enter text.. All invoices for services rendered shall be submitted monthly to the attention of the Click or tap here to enter text.. Payment of expenses is subject to the City's receipt of reasonable substantiation/back-up supporting such expenses.

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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 Click or tap here to enter text. (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, non-privileged 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

TEMPLATE

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. <u>Consultant Representation and Warranties</u>

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

TEMPLATE

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 Click or tap here to enter text., 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

TEMPLATE

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 fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations

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shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. Insurance

a. 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.

i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.

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

iii. 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, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the

TEMPLATE

provisions of this 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.

iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. 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.

b. Certificates showing Consultant 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.

c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.

d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.

e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification

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of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

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 Click or tap here to enter text.
Duluth MN 55802
Attn: Click or tap here to enter text.

Consultant:
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Attn: Click or tap here to enter text.

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

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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

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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.

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

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

CITY OF DULUTH-Client

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

_____
City Auditor

Approved as to Form:

_____
City Attorney

Click or tap here to enter text.

By: _____

Its: _____
Title of Representative

Date: _____

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