Request for Proposals
Rugged Mobile Computers and Vehicle Mounts

City of Dubuque
50 W 13th Street
Dubuque, Iowa 52001

Proposals due by 4:00 pm on November 27, 2017
CITY OF DUBUQUE Request for Proposal

Rugged Mobile Computers and Vehicle Mounts
110817

PROJECT DESCRIPTION: Supply the City of Dubuque Police and Fire Department and Dubuque County Sheriff Office with rugged mobile laptops/tablets, mounting hardware, and installation in approximately 40 vehicles per the specifications provided in the RFP documents. The City’s preference is to contract with one supplier to provide all equipment, labor, and warranty services. However, proposals from partnering firms will be considered.

NOTICE IS HEREBY GIVEN: The City of Dubuque will receive sealed proposals in the office of the Purchasing Coordinator, City Hall, 50 W 13th St, Dubuque, Iowa, by 4:00 p.m. on November 27, 2017.

The complete RFP may be viewed on the City’s website at http://www.cityofdubuque.org (click on “Bids/RFPs”). This RFP provides complete information on the equipment being sought and the submittal requirements. Copies of the RFP may be downloaded directly from this site. As an alternative, vendors are invited to submit their proposals electronically via the City’s ftp site. If your organization would be interested in doing such, please contact Lead Application/Network Analyst Stacey Moore via email at smoore@cityofdubuque.org. Vendors are solely responsible for monitoring the City’s website for any addenda to the RFP or a notice of cancellation. This Request for Proposal may be canceled at the discretion of the Purchasing Coordinator.

No supplier may withdraw his proposal within 45 days after the actual date of the opening. The vendor shall complete proposal forms in their entirety. Any quotes not signed by an authorized representative of the vendor will be disqualified.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and references. Small businesses and minority-owned businesses are specifically invited to submit proposals. The City of Dubuque reserves the right to reject any and all proposals and to waive any informality in the proposal process.

Any questions regarding the specifications or intended use of requested items need to be addressed to Lead Application/Network Analyst Stacey Moore via email at smoore@cityofdubuque.org. Stacey Moore, Lead Application/Network Analyst
CITY OF DUBUQUE
General Contract Conditions

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100617
CITY OF DUBUQUE
GENERAL CONTRACT CONDITIONS

RUGGED MOBILE COMPUTERS AND VEHICLE MOUNTS

ARTICLE 1
DEFINITIONS

1.1 CONTRACT

The contract shall consist of the following documents: the Purchase Order, Request for Proposals, the General Contract Conditions, the Acknowledgment, the Equipment Specifications, the Proposal, and written changes of any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

1.2 GOVERNING LAW

The governing law of this Contract shall be the laws of the State of Iowa and the City of Dubuque including applicable rules and regulations thereof, and venue of any action shall be in Dubuque County Central District Court.

1.3 CITY

The term "City" includes the City of Dubuque, and the City's Police & Fire Departments and Dubuque County Sheriff's Office.

1.4 WORK

The term “work” as used in the contract documents includes all labor, materials, and equipment necessary to deliver new rugged mobile laptop computers and vehicle mounts required by the Contract. Work further includes the delivery and installation of the equipment as specified in the Contract. All after installation support will be provided by the supplier or directly from the hardware manufacturer.

ARTICLE 2
EXECUTION AND INTENT

2.1 The Contract shall be executed by the issuance of a signed purchase order. The intent of the Contract is to include all labor, materials, and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results.

2.2 Contracts, notices, and changes requiring the signature of the City shall not be binding upon the City unless signed by the officer or employee of the City who has been designated to administer the Contract.
ARTICLE 3
THE CITY

3.1 The City shall have the authority to require any corrections in the work which are necessary to obtain conformance with the requirements of the Contract, all at no additional cost to the City.

ARTICLE 4
SUPPLIER

4.1 The Supplier shall be responsible for all warranties on the rugged mobile laptop computers and vehicle mounts, especially where subcontractors and/or suppliers may decline responsibilities in failures of warranty items. No exceptions to this section may be taken.

4.2 Unless otherwise specifically noted, the Supplier shall provide and pay for all labor, equipment, tools, construction equipment, machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

4.3 The Supplier shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work and shall notify the City if the contract documents are at variance therewith.

4.4 The Supplier shall be responsible for the acts and omissions of all of their company’s employees, subcontractors, and all other persons performing any of the work.

4.5 The Supplier shall maintain insurance with the City Insurance Schedule (Appendix A). Supplier must provide a certificate of insurance to the City upon execution of the contract.

ARTICLE 5
COMMENCEMENT AND COMPLETION OF WORK

5.1 The Supplier will not increase pricing for 45 days from the proposal due date in order to ensure adequate time for the City to evaluate proposals and negotiate and execute the final contract.

5.2 The successful Supplier is obligated to execute an "Acknowledgment of Receipt of the Order" in writing within 5 business days of the receipt of the purchase order.

5.3 The successful Supplier shall have the specified equipment ready for delivery within 30 calendar days of receipt of the purchase order.

5.4 The specified equipment is to be delivered FOB Destination to the City of Dubuque.
ARTICLE 6
CORRECTION OF WORK

6.1 The Supplier shall correct any work that fails to conform to the requirements of the contract documents and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within one year of the date of final acceptance of the equipment or within such longer period of time as may be prescribed by warranty, law or by the terms of any applicable special guarantee required by the Contract, all at Supplier's sole expense.

ARTICLE 7
TAXES

7.1 The City of Dubuque is tax-exempt. Proof of our tax exempt status can be provided on request.

ARTICLE 8
INDEMNIFICATION

8.1 The Supplier shall defend, indemnify, and hold harmless the City and its agents, officials and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Contract, including but not by way of limitation, failure of warranty as well as delivery FOB Dubuque, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, or death, or to damage to property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Supplier, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 9
CONFLICT OF INTEREST

9.1 The Supplier further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Supplier further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any interest on the part of the Supplier or their company's employees must be disclosed to the City.
ARTICLE 10
PAYMENTS

10.1 The Contractor shall be paid in the following manner:

75% of payment will be made upon satisfactory delivery of the rugged mobile laptop computers and vehicle mounts, and final 25% will be made upon acceptance of the specified equipment by the City.

ARTICLE 11
ASSIGNMENT

11.1 The Supplier shall not assign the Contract or any portion thereof without the prior written consent of the City. The request for assignment must be addressed by the Supplier to the City.

ARTICLE 12
TERMINATION BY THE CITY

12.1 If the Supplier defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the Contract, the City may, after seven (7) days written notice to the Supplier, without prejudice to any other remedy it may have, terminate the Contract.

12.2 If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney’s fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney’s fees directly arising from a third-party legal action against a party which are outlined in Article 8.

12.3 Supplier and City of Dubuque hereby waive their respective rights for trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Supplier against City of Dubuque or City of Dubuque against Supplier on any matter arising out of, or in any way connected with this agreement, the relationship of Supplier and City of Dubuque, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

ARTICLE 13
BID PROPOSAL DEPOSIT

13.1 Bid Proposal Deposit is not required for this purchase.
ARTICLE 14
PURCHASE BY OTHER GOVERNMENTAL AGENCIES

14.1 Iowa Administrative Code/Telecommunications and Technology Commission, Iowa [751]/Chapter 5 PURCHASING/751 — 5.20 (8D) “Purchasing cooperative or consortium” allows cooperative purchasing between public agencies (political subdivisions) in the State of Iowa. Each supplier shall indicate on the proposal submittal form if they are willing to consider other public agency orders in accordance with contract terms and conditions in addition to other orders from the City of Dubuque. The City of Dubuque does not accept any responsibility for purchase orders issued by other public agencies. Please indicate if you currently hold a state of Iowa contract (or similar GSA, NAPSCO) for the specific items proposed.

ARTICLE 15
PERFORMANCE AND PAYMENT BOND REQUIRED

15.1 Performance and Payment Bond is not required for this purchase.

ARTICLE 16
NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

16.1 Iowa Code Title 1/Subtitle 8/ Chapter 19B prohibits discrimination and requires equal opportunity in employment.

During the performance of this contract, the Supplier agrees as follows:

A. The Supplier will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical handicap all as defined in 19B.2. The Supplier will ensure that employees are treated during employment without regard to their age, race, creed, color, sex, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, national origin, sex, age, or the presence of any sensory, mental, or physical handicap as defined in 19B.2.

C. If the project for which the proposal is being submitted is funded in whole or in part by federal funds, then the Supplier will comply with the federal nondiscrimination requirements contained in Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Executive Order 11246, Section 3 of the Housing and Urban Development Act of 1968, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

16.2 General Compliance: The Supplier shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.
Insurance

Please see Appendix A for Insurance Requirements.
City of Dubuque
Request for Proposals
Rugged Mobile Computers and Vehicle Mounts

SPECIFICATIONS

These specifications are not intended to eliminate any potential vendor from submitting a proposal; however, they are intended to outline the quality and design of the equipment and service desired by the City of Dubuque. Questions arising about these specifications shall be directed to the City of Dubuque Lead Application/Network Analyst Stacey Moore via email at smoore@cityofdubuque.org.

LAPTOP SPECIFICATIONS

All mobile computer specifications and manufactured accessories for the mobile computer model shall be specifically included in the proposal. In addition to the standard specifications, the City requires that computers come with touch screen displays and detachable backlit keyboards. The equipment also must withstand extreme temperature conditions ranging from -10 degrees F to 160 degrees F. The mobiles must come pre-loaded with Windows 10 64-bit Professional Operating System. The hardware configuration must consist of the following minimum requirements:

- Intel i5 2GHz or higher processor. Prefer i7.
- 256 GB SSD or greater hard drive.
- 8 GB memory minimum. 16GB or higher preferred.
- Detachable backlit keyboard and touchscreen monitor.
- 3:2 aspect ratio
- 3 USB ports
- “True” serial port. “True” serial port defined as onboard native 9 pin RS-232 serial port not a TTL serial or emulated

Proposals must also include wireless connection and Criminal Justice Information Service (CJIS) two-factor authentication compliance options. Proposals must include options for both fully rugged and semi-rugged mobile laptops and tablets. Proposals can also include options that suppliers feel would be of interest to the City of Dubuque or other agencies eligible to purchase off the awarded contract. The Supplier will inform the City of all new products, providing specifications, pricing, and availability information within 30 days of product announcement.

MOUNTING DEVICE SPECIFICATIONS

The mounting devices for the laptops/tablets will be needed for a variety of vehicles and no particular brand or model is specified. While it is preferred that only one brand be proposed and purchased, Suppliers may propose more than one brand and/or model in the interest of best meeting the City’s needs and the needs of other potential purchasing
agencies.

Proposed mounting devices should offer maximum flexibility, be securely installed and shall in no way interfere with the safe operation of the vehicle.

WARRANTY

Equipment Warranty: The equipment furnished under these specifications shall be warranted against defects in material and workmanship for a minimum period of one (1) year from the date of installation by the contractor and options for extended warranty stated in terms of 2-year, 3-year, 4-year time periods. Replacement of defective parts shall be made at no cost to the City during the Warranty period.

Installation Warranty: the contractor shall guarantee all items installed for no less than one (1) year from the date of installation by the contractor against defective workmanship and material at no cost to us.

Other Warranties: The manufacturer shall include with his/her proposal the full terms of warranty. All warranties shall be expressed in writing as part of this proposal. After notice from the City of Dubuque of a breakdown, failure of the workmanship, or failure of equipment within the accepted warranty period after acceptance, the seller at their own cost and expense shall promptly repair the item. Contractor or seller’s obligation under this Warranty or Guarantee includes cost of all parts and material at the contractor’s expense. Terms and costs of any warranties must be stated clearly and completely.

TRIAL/Demonstration Products

Trial or demonstration products may be desired for use by the City and other interested agencies eligible to purchase from this contract. Such products are expected to be made available promptly and, if possible, within 2 weeks of a request from City or other purchasing agency eligible to purchase from this contract. Trial periods will be agreed upon between the interested agency and the Supplier at the time of each request. Trial periods shall be a minimum of 2 weeks with all expenses for evaluation products paid by the vendor. Trial equipment should be the actual working make/model and configuration of proposed equipment.

Evaluation Criteria

As this is a Request for Proposals, contract award will not be based solely on price. It is the intent of the City to purchase the equipment that, in the sole judgment of the City, offers the best overall value. In addition to price, the following criteria will be considered and should be clearly addressed in product literature and narrative form in each proposal:

1. Availability of equipment
2. Warranties
3. Supplier’s ability to provide timely service and repairs
4. Equipment durability and useful life expectancy
5. Supplier's References (Provide at least 5 references)
6. Equipment demonstration results (if requested)

**MATERIALS TO BE SUBMITTED**

The following items must be submitted in response to this RFP:

1. Completed Price Proposal Form
2. Completed No Collusion Affidavit
3. Completed Statement of Supplier’s Qualifications
4. Supplier’s References

The following items may also be submitted in response to this RFP:

1. Narrative information on the supplier’s background and capabilities
2. Testimonials from customers
3. Supplier brochures or other literature
**PROPOSED SCHEDULE**

The following schedule of proposal request, evaluation, selection and implementation is below. Note that this schedule may vary at the discretion of the City or it’s partners.

- **November 8** - RFP issued
- **November 20** - Deadline for RFP Questions
- **November 21** - RFP Questions Responded to and Shared – any addendums created
- **November 27** - RFP Due
- **December 4** - Evaluation Team meets to “Short-List” Vendors
- **December 7 – 22** – “Short-listed” Vendors give Demonstrations and Evaluations Done by Users
- **December 29** - Successful vendor Selected; Contract/Pricing Review by Legal and Finance
- **January 5** – memo of Recommendation submitted to City Manager and Board of Supervisors
- **January 17** - Contract Awarded

**QUESTIONS**

Questions regarding the contents of this RFP must be submitted in writing on or before 5:00 PM November 17, 2017 and directed to:

Stacey Moore  
Lead Application/Network Analyst  
1300 Main St.  
Dubuque, IA 52001  
Email: smoore@cityofdubuque.org

**SUBMITTAL INFORMATION**

Sealed proposal is to be addressed to:

City of Dubuque  
Attn: Purchasing Coordinator, 110817  
50 W 13th Street  
Dubuque, IA 52001

Proposals must be received by **4:00 pm local time on Thursday, November 27, 2017**. Proposals received late will not be considered.
Price proposal to be submitted in a **sealed envelope** marked “RFP – Mobile Computers and Vehicle Mounts” and addressed to: City of Dubuque, Attn: Purchasing Coordinator, City Hall, 50 W 13th Street, Dubuque, Iowa 52001. **Proposal must be delivered to the Purchasing Coordinator prior to 4:00 pm, November 27, 2017.** Any quotes received after the designated time will be returned unopened.

Having carefully examined the Request for Proposals, the General Conditions, Technical conditions, and Specifications, the undersigned proposes to furnish rugged mobile computers and vehicle mounts in compliance with the above specifications for the amount set forth below.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Laptop/Tablet Computers</td>
<td>% off of list price</td>
</tr>
<tr>
<td></td>
<td>List Price – 11/2017</td>
</tr>
<tr>
<td>Mobile Laptop/Tablet Accessories for Computers (e.g. memory upgrades, adapters)</td>
<td>% off of list price</td>
</tr>
<tr>
<td>Proposed Mounting Device - Identify the proposed device or devices:</td>
<td>% off of list price</td>
</tr>
<tr>
<td></td>
<td>List Price – 11/2017</td>
</tr>
<tr>
<td></td>
<td>If more than one device is proposed attach a separate sheet showing discounts and list prices.</td>
</tr>
<tr>
<td>Labor for installation of Mounting Systems and Laptops/Tables</td>
<td>amount per hour</td>
</tr>
<tr>
<td>Estimated average amount of time for installation per vehicle</td>
<td>hour(s)</td>
</tr>
</tbody>
</table>

Delivery: ____________________ days after receipt of purchase order.

Supplier agrees to consider orders from other public agencies (Article 14.1): Yes [ ] No [ ]
The individual signing the signature line above hereby certifies that the bidder is:

___Sole Proprietorship  ___Partnership  ___Corporation
NONCOLLUSION AFFIDAVIT
RUGGED MOBILE COMPUTERS AND VEHICLE MOUNTS

STATE OF IOWA )
) SS
COUNTY OF DUBUQUE )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract for purchase by the City of Dubuque:

Rugged Mobile Computers and Vehicle Mounts

__________________________________________
FIRM NAME __________________________________

__________________________________________
AUTHORIZED SIGNATURE _______________________

Sworn to before me, this ____________ day of ________________________, 2017

__________________________________________
Notary Public
in and for the State of Iowa
Residing at _________________________________
My Commission Expires
CITY OF DUBUQUE
STATEMENT OF SUPPLIER'S QUALIFICATIONS

Each Supplier bidding on work included in these contract documents shall prepare and submit the following data along with their proposal.

1. Name of supplier:__________________________________________________________
2. Business address:

3. Business phone:________________________Email:

4. How many years have you been engaged in business under the present firm name?__________________________________________________________

5. Are you an authorized repair service provider?________________________

6. Describe the general character of work performed by your company:

__________________________________________________________

7. State of Iowa Registration No:

8. Uniform Business Identification (UBI) No:

9. Industrial Insurance Account No:

10. Federal IRS Identification No:

11. I certify that other contracts now in progress or hereafter obtained will not interfere with timely delivery of products and services should we be awarded the contract.

Company:__________________________________________________________

Authorized Signature:________________________________________________

Printed Name:________________________________________________________

Title:_______________________________________________________________
# Appendix A
## Insurance Requirements
### INSURANCE SCHEDULE F

#### Class A:
- Asbestos Removal
- Asphalt Paving
- Concrete
- Construction Managers
- Cranes
- Culverts
- Decking
- Demolition Deconstruction
- Earthwork
- Electrical
- Elevators
- Fiber Optics
- Fire Protection
- Fireproofing
- General Contractors
- HVAC
- Mechanical
- Paving & Surfacing
- Piles & Caissons
- Plumbing
- Retaining Walls
- Reinforcement
- Roofing
- Sanitary Sewers
- Sheet Metal
- Site Utilities
- Shoring
- Special construction
- Steel
- Storm sewers
- Structural Steel
- Trails
- Tunneling
- Water main

#### Class B:
- Chemical Spraying
- Doors, Window & Glazing
- Drywall Systems
- Fertilizer Application
- Geotech Boring
- Insulation
- Finish Carpentry
- Landscaping
- Masonry
- Vehicular Snow Removal
- Painting & Wall Covering
- Pest Control
- Scaffolding
- Sidewalks
- Plastering
- Rough Carpentry
- Stump Grinding
- Tank Coating
- Tree Removal
- Tree Trimming
- Tuckpointing
- Waterproofing
- Well Drilling

#### Class C:
- Carpet Cleaning
- Carpet & Resilient Flooring
- Caulking & Sealants
- Acoustical Ceiling
- Filter Cleaning
- General Cleaning
- Grass Cutting
- Janitorial
- Non Vehicular Snow & Ice Removal
- Office Furnishings
- Power Washing
- Tile & Terrazzo Flooring
- Window Washing
INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Finance Director. The certificate must clearly indicate the project number, project name, or project description for which it is being provided. Eg: Project #_________________ Project name: _______________________ or Project Location at _____________________ or construction of ________________________.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best’s Rating Guide.

3. Each Certificate required shall be furnished to the __________ Department of the City of Dubuque.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.

6. All required endorsements to various policies shall be attached to the certificate of insurance.

7. Whenever an ISO form is referenced the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor’s limits of liability are higher than the required minimum limit then the contractor’s limits shall be this agreement’s required limits.
EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage Limit (any one occurrence)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001 or business owners form BP 0002 shall be clearly identified.

2) Include ISO endorsement form CG 25 04 “Designated Location(s) General Aggregate Limit” or CG 25 03 “Designated Construction Project(s) General Aggregate Limit” as appropriate.

3) Include endorsement indicating that coverage is primary and non-contributory.

4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).

5) Include an endorsement that deletes any fellow employee exclusion.

6) Include additional insured endorsement for:
   - The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).

7) The additional insured endorsement shall include completed operations under ISO form CG 2037 during the project term and for a period of two years after the completion of the project.

8) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory—State of Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A</td>
<td></td>
</tr>
<tr>
<td>Coverage B</td>
<td>Employers Liability</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each Employee-Disease</td>
<td>$100,000</td>
</tr>
<tr>
<td>Policy Limit-Disease</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

Nonelection of Workers’ Compensation or Employers’ Liability Coverage under Iowa Code sec. 87.22

___ yes  ___ form attached
C) **AUTOMOBILE LIABILITY**

Combined Single Limit $1,000,000

D) **UMBRELLA/EXCESS LIABILITY**

Umbrella liability coverage must be at least following form with the underlying policies included herein.

All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

E) **ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY**

Coverage required: ___ yes  X___ no

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB’s. Pollution product and complete operations coverage shall also be covered.

| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include premises and transportation coverage.
2) Include additional insured for: The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) as stated in A(6) above.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ yes  ___X___ no

Any contract for construction or demolition work on or within fifty feet (50’) from the edge of the tracks of a railroad or effecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing for which an easement or license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

$____________ each occurrence (per limits required by Railroad)

$____________ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 2417 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.
PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)