

**CITY OF DUBUQUE, IOWA  
REQUEST FOR PROPOSALS FOR  
AUTOMATED SPEED CAMERA ENFORCEMENT PROGRAM**

**Purpose**

The City of Dubuque is currently seeking sealed proposals from qualified firms with demonstrated experience in automated speed enforcement to provide and operate photo enforcement equipment and citation processing service as outlined herein. Services to be provided include, but are not necessarily limited to, provision and installation of equipment, system upgrades and maintenance, violation identification assistance, management information reports, and citation processing and mailing services. All proposals will be evaluated.

**Background**

The City of Dubuque has identified automated speed enforcement cameras as systems that can assist the Dubuque Police Department in traffic safety and accident reduction. The City recognizes that these systems can provide year-round, 24- hour enforcement and are not dependent on the direct, live observation of violations. In order to maximize accident prevention and safety enforcement while minimizing staff involvement, the City of Dubuque is seeking proposals from qualified firms to provide automated traffic violation enforcement.

**Method**

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by a Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP. All costs associated with preparing a response or attendance at subsequent interviews are to be the Vendor's responsibility.

The award of this contract, if any, will be to the firm or firms deemed most qualified, in accordance with the selection criteria, to perform the services outlined in this RFP and other services as deemed necessary by the City. Pricing, while an important factor, will be only one of the criteria used to evaluate the responses to the RFP.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so or any irregularities in a response. The City reserves the right to award to one or multiple vendors. All proposals will become the property of the City of Dubuque. The Vendor must clearly identify any part of its proposal deemed to be proprietary information.

### **Proposal Deadline**

Bidders are to post electronic copies of their proposals on or before **5:00 PM CST on January 26, 2024** to:

<https://cityofdubuque.sharefile.com/r-r651146989d4f48e2bb06dcfdca1d46d>

Proposals received after the stated date and time will be considered non-responsive. Faxed or emailed proposals are not acceptable.

All bids must be valid for a period of 90 days after bid opening. All bids must address all RFP requirements. Partial or incomplete bids will be rejected.

Project proposals will be reviewed after the closing date. The intention is to present the awarded contract to the Dubuque City Council on March 4, 2024.

### **Request for Clarifications or Inquiries**

All inquiries or requests for clarifications must be submitted in writing to Chief Jeremy Jensen at [jiensen@cityofdubuque.org](mailto:jiensen@cityofdubuque.org) and must be received by **3:00 PM CST on January 19, 2024**.

The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order. Oral instructions or information concerning the RFP given out by officers, employees, or agents of the City to prospective Vendors shall not be binding. The City is not responsible for late or incomplete proposals. The City is not responsible for any costs associated with the compilation or submittal of the response.

### **Project Description**

The Vendor shall provide a fixed and mobile speed enforcement system(s) that produces photos, which are communicated directly from the system to the Vendor. Prior to issuing a citation, the Vendor shall process the photos and electronically transmit the processed photos to the secure website for review by an authorized issuing officer(s). The officer(s) shall be able to electronically approve or reject those images for which citations will or will not be issued. The Vendor shall send the citations to the violator via first class U.S. mail and document the process for evidentiary purposes in court. If the violator does not pay the fine within a specified time period, a second and third notice will be sent by the Vendor. Citations that remain unpaid after the third notice will be provided in an approved format to the City of Dubuque for further disposition.

The awarded firm shall provide a representative for contact and field technical work (i.e. moving cameras and repair of malfunctioning equipment). The Vendor will also supply, at a minimum, monthly management information reports that include the number of

violations at each installation, number of violations cited, number of violations not cited, and reasons for non-issuance. Proposals should contain other report data that can be included under the proposed system.

### **Scope of Services**

The Vendor will be responsible for the provision, implementation, and continuing satisfactory performance of the hardware, software, vehicle (if applicable), and services described in this RFP. This includes the integration of all necessary camera and detection equipment, computer hardware and software, any related infrastructure and relationships for citation processing services, training, and any other related services as necessary into a functioning system. Partial proposals are not acceptable. The Vendor shall maintain ownership of the equipment throughout the course of this contract but may offer optional terms for a lease agreement or per paid citation basis.

Services to be performed under this contract include but are not limited to:

- Provide, install, and make operational, automated enforcement devices for the duration of the contract.
- Provide, install, and make operational, the computer hardware and software, and all other electronic equipment necessary to support data capture and retrieval.
- Provide citation processing services that include but are not limited to image processing, owner identification, citation and notification preparation and mailing, coordination with Police Department personnel, or to the District Court of Dubuque County, making citation images available on a secure website and tracking and reporting statistical information and data.
- Create, maintain, and host a secure website that allows officers to review violation photos and choose to issue or not issue a violation citation; the Vendor would then process and mail the violations.
- Create, maintain, and host a website for violators to view their violations.
- Provide ongoing service and support to photo RADAR/LIDAR operations such as equipment maintenance; repair and servicing; system modifications as needed to ensure accuracy and efficiency without reducing hours of operation; staff training; expert testimony in court as needed; and participation in program communications and strategy evaluation.
- Training personnel involved with the operation of the program.

Work closely with City staff throughout all stages of the project to ensure the needs of the City are met.

## **Equipment Requirements**

The equipment proposed must satisfy the following minimum criteria:

- Imprint the following information on each image without obstructing the images of the vehicle or license plate:
  - a. Date, time, and year of the violation.
  - b. Time of the violation stated in military time of hours, minutes, and seconds.
  - c. The frame sequence.
  - d. Location identifiers – name of intersection and/or streets or other appropriate identifiers.
  - e. The speed of the vehicle at the time of the violation.
- Be capable of providing an image visible to the naked eye of the license plate of the vehicle. The image may be digitized for retrieval and archiving purposes; however, the original images must be maintained until such time as the case has been completely adjudicated.
- Be able to automatically detect a vehicle that is violating a set speed.
- Include camera enclosures that are tamper-proof.
- Provide clear and readable images twenty-four hours a day in any type of weather conditions, including but not limited to, bright sunlight, darkness, wind, rain, or snow.
- Provide images that clearly show:
  - a. The scene of location where the violation occurred.
  - b. The vehicle in violation, identified by color, make and model of vehicle.
  - c. The license plate of the vehicle, including license plate numbers and letters and state of issuance.
- Proposals shall describe in detail the maximum coverage area of the camera, how many lanes, etc.
- All equipment supplied pursuant to this RFP shall be certified new and current and certified by the manufacturer to be in good working condition and capable of all warranties.
- The proposal shall identify operational standards for the system offered, including downtime for the camera, percentage of images that cannot be processed, and other operational characteristics that may have an impact on the effectiveness of the system.

## **Technology Requirements**

- The Vendor must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete.
- Should equipment or technological upgrades become available during the project, the Vendor must offer the City the opportunity to upgrade their equipment at no charge.
- Only equipment or production models that have been satisfactorily demonstrated to the City, or that have a demonstrated record of successful deployment by other law enforcement agencies, in similar-sized cities will be used. The City should not be either the smallest or largest customer of the Vendor. The Vendor must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of this RFP.
- The equipment supplied must be of new manufacture (not used or demo units), of the best quality, and installed in accordance with approved recommendations of the manufacturer thereof and must conform to the equipment specifications listed in this RFP.
- The equipment must meet all applicable Federal standards and specifications and be of a type approved for this use.
- The equipment must be capable of executing its functions so that it performs according to and fulfills the requirements of the City of Dubuque.
- The Vendor must provide and install all equipment necessary to meet the requirements of this RFP.
- The equipment must be capable of detecting and displaying in a digital readout manner the speed of target vehicles.
- The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one mile per hour (+/- 1 mph) of the actual speed of target vehicles.
- Cameras must be capable of high-speed image capture on multi-lane streets (a minimum of four lanes of traffic) and be capable of capturing high-resolution images of offending vehicles.
- Speed and ease of processing - the system must be able to load images in a timely manner (**less than one minute**) for approval by police personnel.

### **Statistical Analysis and Reports**

- The system must incorporate a software application capable of computing and analyzing time, date, speed, number of vehicles, weather, and other data required for automated citation generation and traffic analysis.
- The Vendor must provide the City with a monthly report within ten (10) days following the end of the month.
- The monthly report must include the following:
  - a. The total number of citations issued.
  - b. The total number of images and percentage of total vehicles whose image was taken.
  - c. The total number and percentage of violations, delineated by speed and location.
- The Vendor must provide the City with the ability to research and generate custom reports.

### **Archiving and Storing**

- If the Vendor offers digital image storage systems, the City will require online retention of images for a period of six (6) months. This does not apply to images for which citations are dismissed unless the image was part of trial evidence.
- The City of Dubuque will provide specifications for storage facilities.
- Retrieval of archived information must be available within eight (8) working hours of a request for retrieval.

### **System Maintenance**

- The Vendor must provide maintenance on the photo enforcement unit and related equipment, such as but not limited to, the camera, video, sensors, and computer, during the duration of the contract.
- The Vendor must provide service and support response times along with an emergency response policy and the Vendor must provide backup equipment so that no operational downtime is experienced. If repairs and replacement parts need to be provided by the Vendor, a substitute photo enforcement unit with comparable functioning equipment must be provided at no charge to the City to prevent downtime. Any downtime in enforcement due to repairs, maintenance, and/or accidents (if on a monthly lease agreement) will result in a reduction in the monthly payment to the Vendor prorated to the average number of citations issued per day during the highest citation volume month of the current year.

- To achieve reasonable reliability and availability, the Vendor must provide a preventive maintenance program. Maintenance should occur at scheduled intervals. Maintenance should include the running of diagnostics to ensure the early identification of any component failure.
- The Vendor must provide a mechanism and procedure for backing up all data files.
- The Vendor must provide security precautions against unauthorized use and accidental destruction or modification of data because of human intervention or other disasters such as power failure.

### **Training Requirements**

- The Vendor must provide training for photo enforcement operators and relevant other staff including but not limited to staff from the Police and Finance Departments and the City's Information Services Department. The Vendor must provide technical instructions on equipment use and operation. Such training must be an appropriate blend of classroom instruction and "hands-on" practical training with the equipment to be used. Course content must include the theory of the device; the technical knowledge required for court purposes; imagery principles; and actual deployment techniques.
- The Vendor must supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
- The Vendor must provide the City with the license to duplicate training materials if necessary.
- The Vendor must provide the training at a City facility.

### **Court Challenges**

- The Vendor must provide, on demand, a technically qualified witness to provide expert testimony in court with respect to photo enforcement technology if necessary.

### **Citations and Records**

- The Vendor will be responsible for processing and delivering violator images and data daily to the Dubuque Police Department.
- The Vendor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicle records.
- The Vendor must prepare and mail citations, photos, and required forms within ten (10) business days to all violators for those images approved by Police Department staff.
- The Vendor must provide an electronic file containing all the data on the respective

citations to the City of Dubuque. The file format must be acceptable to the respective parties.

- The Vendor must maintain and provide supporting records of violations to the City.
- The Vendor must maintain a proper chain of evidence that meets the needs and requirements of the City.
- The Vendor must destroy all images within sixty (60) days when the Police Department and the court dismiss citations or when citations are not issued.
- The Vendor must provide an audit trail of all voided and destroyed images.
- Vendors must be able to follow the fine matrix as outlined in attached City of Dubuque Automated Speed Enforcement Ordinance.

### **Documents and Manuals**

The Vendor must provide the City with all relevant specifications, manuals, and materials relating to the capabilities and operation of the equipment.

### **Warranty and Maintenance**

The Vendor must warrant and maintain all equipment provided to the City throughout the duration of the contract. Include a complete discussion of the warranty for all equipment in the proposal.

### **Invoicing**

The Vendor must coordinate with the City's Finance Department to set up billing and accounting procedures acceptable to the City.

Should the Vendor propose a citation-based fee, the City will only be billed for those citations that result in money being collected by the City.

### **Patents/Copyrights**

The City requires that all hardware, software, and system technology provided by the Vendor for this project must be of original development by, or under license to, the Vendor and must not infringe upon or violate any patent, copyright, or trade secret of any person or company.

The Vendor agrees to incur the cost of defending any suit or proceeding brought against the Vendor or City, who alleges that all or any part of the RADAR/LIDAR camera technology provided by the Vendor infringes on any patent, copyright, or trade secret. In addition, the Vendor agrees to pay all damages and costs awarded against the City or Vendor as a result of any such suit or proceeding, including attorney's fees.

In the event that such a suit or proceeding is held to constitute an infringement, the Vendor agrees to incur the expense of either 1) procuring for the city the right to continue using the technology or any part of it; 2) replacing the technology or any part of it with non-infringing technology that is equal or better than the originally installed equipment; or 3) modifying the technology or any part of it to the City's satisfaction so that it becomes non-infringing.

Should none of the above options be possible or feasible, the City shall require the Vendor to remove the technology from the City's premises at no cost to the City. The Vendor shall be held financially responsible for all costs incurred by the City for the replacement of the infringing technology with non-infringing technology from another Vendor.

### **Contract Term**

The term of the initial contract with the City shall be one year, beginning on the date of contract execution. The City reserves the right to renew the contract each year for up to four (4) additional years. The total contract term, including all renewals, shall not exceed five (5) years. The contract may be terminated by mutual consent of the parties, or at the City's sole discretion, upon thirty (30) days written notice.

Upon contract expiration or termination, the Vendor shall arrange with the City to remove equipment from the City property at the Vendor's sole expense within 30 days of such expiration or termination. Upon removal of equipment, the Vendor shall restore the affected areas where equipment was placed to the conditions which existed prior to this contract.

### **Proposal Format**

To standardize responses and simplify the comparison and evaluation process, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately with a Table of Contents identifying each section. A letter of interest must accompany the proposal. The letter shall stipulate that the Vendor accepts all terms and conditions of the RFP. The letter shall name the person(s) authorized to represent the Vendor in any negotiations and the name of the person(s) authorized to sign any contract that may result. A legal representative of the Vendor's firm, authorized to bind the firm in contractual matters, must sign the letter of interest.

- a. Business Organization. The full name and address of the firm that will perform the services described herein. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Dubuque and indicating a willingness to enter into a contract to provide the services described herein.
- b. Business Financial Condition. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete or

continue the project. Recognizing that substantial capital is required to support an automated enforcement program, only vendors who can demonstrate financial viability will be considered.

- c. Project Team's Capabilities. The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the Vendor must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor. Firms are encouraged to solicit quotes from Disadvantaged Business Enterprises (DBE) if possible. For a listing of certified DBE contractors, visit the State of Iowa website at <https://www.bidx.com/ia/lettings>.

This section shall also include:

- a. Approximate number of people to be assigned to the project.
  - b. Extent of principle involvement.
  - c. Team qualifications and experience in similar or related projects.
  - d. Names of key members who will be performing the work on this project and their responsibilities.
  - e. Resources available to perform the work for the duration of the Project.
  - f. Vendor's internal procedures and/or policies for work quality, accuracy, and timely customer service.
- d. Project Understanding and Approach. The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing method. Details to be included under this section include:
- 1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the City.
  - 2. Explain the procedure for determining and repairing equipment malfunctions.
  - 3. Provide information on the percentage and kinds of errors experienced by the Vendor resulting from citation processing services.
  - 4. Provide details on how images will be destroyed when citations are dismissed or not issued.
  - 5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.
- e. References. Include a list of at least five (5) references for whom similar work has been performed in similar-sized cities and installations. Include a contact name and phone number for each. Include references for any subcontractors with a contact name and phone number as well. Representatives of the City, at their discretion, may call any of the references listed or any other known references to verify the performance of the firm.

- f. Insurance. See attached Insurance Schedule J.
- g. Pricing Proposal. Vendors may propose either or both types of agreements – per paid citation or lease. Include a detailed explanation of which type of system you are proposing and the benefits and costs to the City. A complete pricing proposal must be included that details the costs of all goods and services that would be invoiced to the City, **per location or per citation**, as applicable. Pricing shall be a significant factor in determining the number of locations that will receive a system.

### **Proposal Review**

Proposals will be evaluated by a selection committee based upon the following criteria. The City intends to award the contract to the Vendor(s) whose system is deemed to be most advantageous to the City and cost alone will not be the sole selection criteria.

The City reserves the right to reject any and all proposals.

During the evaluation process, the City has the right to request clarifications in order to fully understand the Vendor's approach to the project and view of the scope of the work.

### **Selection Criteria**

#### Experience, Qualifications, and Expertise

Experience and reliability in providing similar services to other agencies. History of similar services provided to the City of Dubuque, if any.

#### Capabilities and Resources

Capabilities and resources available to perform the requested services. Financial health and viability of the company.

#### Project Understanding and Approach

Firm's understanding of the scope of work and methodology to be used.

#### Pricing

Proposed pricing and timeframe to complete.

#### Quality, Thoroughness, and Responsiveness of Proposal

How well the proposal followed the specified format and detailed all requested information.

#### References

Information received from references.

#### Geographic Location of your Firm

Location of the firm to be providing services and proximity to Dubuque.

## **Other Provisions**

### **Insurance Certificate**

The Vendor must submit an insurance certificate to comply with city requirements at the time a contract is issued.

### **Signature by Responsible Party**

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership, or corporation. No vendor may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of the proposals.

### **City's Rights Reserved**

The City reserves the right to accept any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which in the judgment of the City is most advantageous to the City, and to re-advertise if desired.

### **Conflict of Interest**

The Vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. The Vendor further agrees that in the performance of the agreement, no person having any such interest shall be employed.

### **Interest of Public Officials**

No member, officer, or employee of the City during this tenure or for one year thereafter, shall have interest, direct or indirect, in this proposal or the proceeds thereof.

### **Ownership**

All documents and materials prepared pursuant to this proposal are the property of the City of Dubuque. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.

### **Verbal Agreement**

No verbal agreement or conversation with any elected or appointed official, agent, or employee of the City, either before, during, or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this Request for Proposal.

### **Anti-Discrimination**

The Vendor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, sexual orientation, gender identity, age, marital status, physical or mental disability, or political beliefs or affiliations.

### Proposals Not Confidential

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give an advantage to competitors, and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may but is not required to keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret or should otherwise be kept confidential to avoid giving an advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such a confidentiality request and to justify the application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Dubuque County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

## **EXHIBIT A** **City of Dubuque Insurance Schedule J**

### **City of Dubuque Insurance Requirements for Professional Services**

### **INSURANCE SCHEDULE J**

1. \_\_\_\_\_ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa 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 Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # \_\_\_\_\_ 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 shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by 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 agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

**City of Dubuque Insurance Requirements for Professional Services**

**INSURANCE SCHEDULE J (continued)**

**Exhibit I**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) 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 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

**B) AUTOMOBILE LIABILITY**

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

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

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

**OR**

**City of Dubuque Insurance Requirements for Professional Services**

**INSURANCE SCHEDULE J (continued)**

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonselection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY \$1,000,000**

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY \$1,000,000**

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH \$1,000,000**

Yes  No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

## **City of Dubuque Insurance Requirements for Professional Services**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

### **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)**