



**Request for Proposal
RFP #2021 – 002**

**Technology Solutions Lauridsen Skatepark
(Wi-Fi and Camera Integrated System)**

Prepared by
Polk County Conservation
12130 NW 128th St
Granger, IA 50109
515-323-5300
www.leadingyououtdoors.org

POLK COUNTY CONSERVATION

**REQUEST FOR PROPOSAL
RFP #2021 – 002**

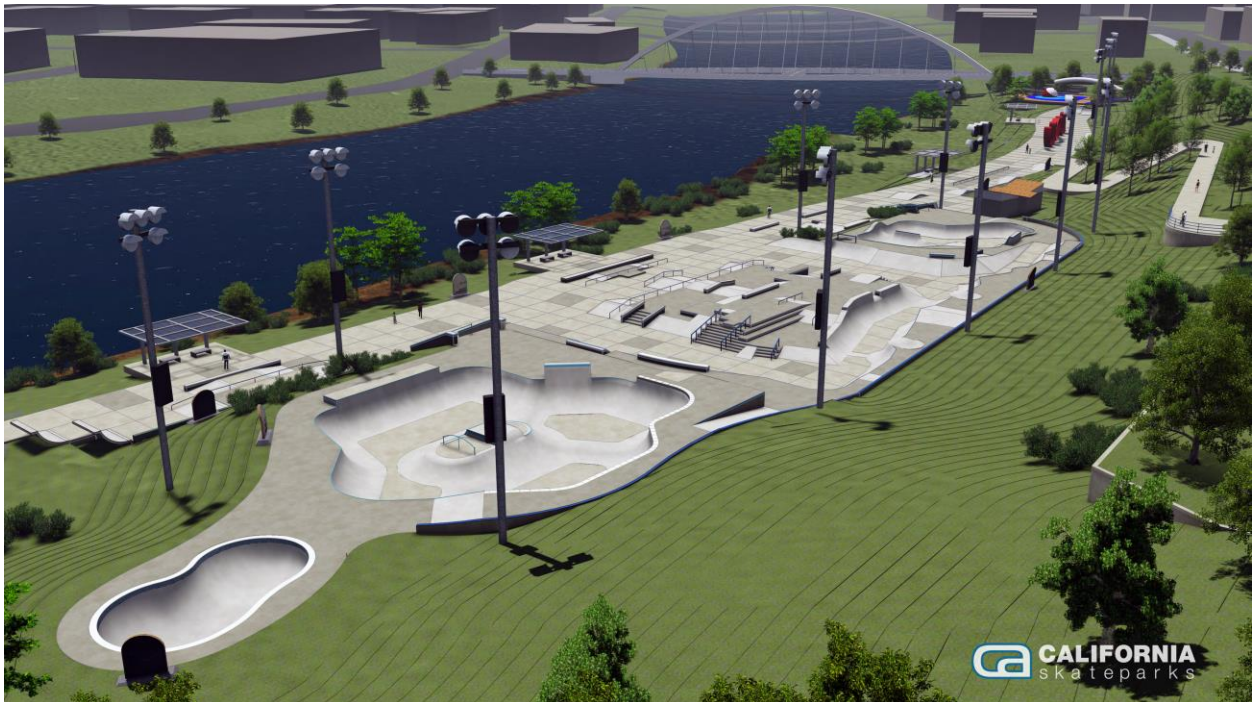
TECHNOLOGY SOLUTION LAURIDSEN SKATEPARK

On behalf of the Polk County Conservation Board, Polk County Conservation is soliciting Proposals for an integrated technological solution for Wi-Fi and live stream cameras at the Lauridsen Skatepark in downtown Des Moines.

Proposals should be submitted no later than February 11, 2021 at 4:00:00 pm:

**Douglas C. Romig, Deputy Director
Polk County Conservation
12130 NW 128th Street
Granger, Iowa 50109
or
doug.romig@polkcountyiowa.gov**

Proposals must be received on or before the date specified in the RFP to be considered by either email, U.S. Postal Service or hand delivered.



POLK COUNTY CONSERVATION

REQUEST FOR PROPOSAL

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TECHNOLOGY SOLUTION LAURIDSEN SKATEPARK

1.1 Filing of Proposals

- A. Proposals shall be on the proposal form furnished with this quote packet. The proposal form must be complete, signed, and dated. If additional information is required it should be include with the proposal form
- B. Iowa Code requires the Proposal form to be completely filled out including acknowledgement of receipt of addendum(s). Note: enter “**zero**” if no addendum(s) were issued.
- C. Iowa Code requires that the Proposal form be signed by an authorized person.

1.2 Official Clock

The official clock is located on the Deputy Director’s office computer.

1.3 Questions

All questions related to the Invitation to Bid must be submitted in writing to doug.romig@polkcountyiowa.gov

1.4 Delay in Receipt of Proposal

Polk County Conservation accepts no responsibility for delays in the receipt of your Proposal due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely Proposal delivery rests with the applicant.

1.5 Proposal Opening

Proposals are due no later than February 11, 2021 at 4:00:00 pm. Staff will compile Proposals and make the award to the company providing the best overall proposal. Proposers will be notified via email of the award. There is no appeal process and the decision of Polk County Conservation is final.

1.6 Rejection of Proposals

Polk County Conservation reserves the right to reject any or all Proposals in whole or in part, to waive irregularities, and to accept Proposals, which appear to be in the best interest of Polk County.

1.7 Reporting of Anticompetitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any proposers or offerers, the Deputy Director shall prepare a notice of the relevant facts, which shall be given to the Director of the Conservation Board and possible involvement of the office of the Polk County Attorney.

1.8 Polk County Conservation Board Statement

The Polk County Conservation Board may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Iowa. Preference may also be given to goods produced in Polk County or to vendors maintaining an office in Polk County. Further, the Polk County Conservation Board may actively solicit and seek out local vendors of goods and services and to encourage said vendors to stock and supply Iowa-made products.

1.9 Project Dates

The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known proposers will be notified.

| | |
|----------------------------|---------------------------------|
| Proposal Due: | February 11, 2021 |
| Notice of award: | No later than February 17, 2021 |
| Specified Completion Date: | May 1, 2021 |

1.10 Taxes - State and Local

- A. The County is exempt from federal, state, and local sales and use tax on the equipment, parts supplied, or services pursuant to this contract.
- B. Iowa Code Sections 422.42(15) & (16) and 422.47(5) authorizes the approved Proposer to purchase materials incorporated solely into this project, tax free. Polk County will issue Tax Exemption Certificates to prime Proposer and authorized sub-Proposers.
- C. The Tax Exempt Certificates will allow the purchase of qualifying items to be made exempt from Iowa sales tax, applicable local option tax, and school infrastructure local option sales tax. It is the prime Proposer's responsibility to keep records identifying the materials and supplies purchased and verifying they were used on this construction contract. Misuse of certificates could result in civil or criminal penalties.

1.11 Subcontractors

Successful Proposers shall be responsible for all acts and performance of any subcontractors or secondary suppliers that the successful vendor may engage for the completion of the terms of this proposal. A delay that results from a subcontractor's conduct, negligence, or failure to perform shall not exempt the prime Proposer from default remedies. Successful proposer shall be responsible for payment to all subcontractors or secondary suppliers. Prime Proposer shall provide Lien waivers from subcontractors prior to final payment being made.

1.12 Discrimination and Affirmative Action

- A. Proposers shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Proposer shall have an affirmative action plan and shall provide the County with reports required to insure compliance with equal employment legislation and regulations if requested. Proposer shall insure that all authorized subcontractors comply with the provisions of this clause.
- B. A copy of the Proposer's "Affirmative Action Plan" must be made available to Polk County upon request.

1.13 Liquidated Damages

None.

1.14 Certificate of Insurance

A Certificate of Insurance naming Polk County as an additional insured will be required upon award of proposal as follows: “Polk County Government, it’s elected officials, employees, agents and/or assigns are Additional Insured’s with respect to Project: “Archaeological Survey at Bain/Trails End.”

1.15 Deleted Items

Polk County Conservation reserves the right to delete parts or all of the contract items at no additional cost to the County.

1.16 Payment

Proposer can submit invoices every two weeks, depending on work completed.

1.17 Contract Award

It is anticipated that only one contract will be awarded for this work. Contract Award will be determined based on the lowest responsive, responsible Proposer. If more than one award is made, such award will be to the lowest proposer, then to the next lowest proposer(s) based on availability of the proposers and the proposer’s ability to complete the project and satisfy the needs of the County according to the completion dates specified.

POLK COUNTY CONSERVATION

REQUEST FOR PROPOSAL

RFP #2021 – 002

TECHNOLOGY SOLUTION LAURIDSEN SKATEPARK

Polk County Conservation is finalizing plans to have fiber installed at the Lauridsen Skatepark and are seeking qualified companies that can provide an intergraded technological solution for Wi-Fi and live streaming cameras with the capability to sell digital advertising in an all-encompassing solution that includes firewall, switching and cameras on the same dashboard for management of the system.

2.1 Scope of Work

This statement of work describes and defines the services, which are required to meet the operational needs of the technology solution for the operational objectives of the Lauridsen Skatepark. A detailed list of specified equipment is listed starting on page 8 and on the proposal form (page 10) and alternative equipment verified to be equal to or better than the specified equipment shall be considered (page 12). If offering an alternative option, the Proposer shall include the documentation showing the specification comparisons.

The technological system shall be an all-encompassing solution that includes firewall, switching and cameras on the same dashboard for management of the system. The licensing shall include software/firmware updates, 24/7 - 365 day support and proactive (next day) replacements. The system will be housed in a limited space utility closet within the restroom plumbing chase on-premises. The site is not climate controlled, but we will work with the selected proposer on a cooling unit, with the potential to remove the equipment during the winter months when the facility is closed. The system shall have a mobile application to manage devices for remote management and ability to work direct/support internet circuit from provider. Payment option shall include both a lump sum cost and a 0% financing option for both a 3-year license and 5-year license options. The proposer shall also provide an overview and costs associated for project management and system maintenance during the term of the agreement.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

The work will begin upon written authorization by the Polk County Conservation.

2.2 Pre-Work Conference

After award, but prior to commencement of work, the Proposer shall contact the PCC to arrange a mutually agreeable time to meet for purposes of discussing and developing a mutual understanding of the requirements and details of work. The Proposer shall also be prepared to submit a current copy and discuss at this meeting the following items:

- a. Insurance Certificate
- b. Letter designating On-the-Job Supervisor

2.3 Supervision of Work

The Proposer shall give personal supervision to the work, or have a competent foreman or superintendent, satisfactory to the PCC, on the job at all times work is being performed,

with authority to act. The Proposer will furnish the PCC the names of all persons so designated.

2.4 Working Hours

Work shall be performed within the hours of 6:00 a.m. and 6:30 p.m. Monday through Saturday unless otherwise directed by the PCC.

2.5 Inspection

The work shall be performed in accordance with contract specifications and/or directed by the PCC or our designee, and is subject to inspection by appointed inspectors to insure compliance with the terms of the contract.

2.6 Environmental Program

The Proposer shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the PCC. The Proposer shall conduct all services in a manner to prevent contamination of Government land and property, and take steps to insure oil, petroleum products, or any other chemicals are not spilled, leaked or disposed of on Government property. If spills or contamination occur, the Proposer shall be responsible for cleanup in accordance with Federal, state and local law. Proposer shall not store any chemical or hazardous materials on Government property without written approval from the PCC.

Protection of Water Resources.

General. The Proposer shall not pollute drainage ditches, ponds, or lakes with fuels, oils, or herbicides or pesticides, or other harmful materials.

Spillages. Special measures shall be taken to prevent chemicals, pesticides, fuels, and oils from entering public waters.

2.7 Job Site

Access to the job site shall be coordinated prior to any work being performed on-site with the Polk County Public Works Department.

2.8 Restitution for Damages

Any damage caused to government property to include but not limited to: buildings, roads, trail surface, bridges, fences, signs, and other structures will result in damages being withheld. In certain instances, Proposer may repair damages to the satisfaction of the PCCB.

MX84 w/ Security license or equivalent-Firewall (1)

- Backup Cellular Uplink
 - Stateful Firewall Throughput: 500 Mbps
 - Maximum VPN Throughput: 250Mbps
 - Advanced Security Throughput: 320Mbps
 - WAN Interface: 2 x Dedicated GbE RJ45
 - LAN Interface: 8 x dedicated GbE RJ45 ports, 2x dedicated GbE SFP ports
 - AutoVPN and L2TP/IPSec VPN endpoint
 - Active Directory integration
 - Content Filtering
 - Malware Protection (AMP) w/ optional Threat Grid integration
 - IDS/IPS protection
 - Custom Traffic Shaping
 - Historical Client Usage statistics
 - Netflow support
 - Syslog integration
 - Remote Packet Capture tools
 - 1:1 and 1:Many NAT
 - Configurable VLANs / DHCP support
 - Static Routing
 - Client VPN endpoint
 - Quantity of 1
-

MS120-24P or equivalent -Switch (1)

- Operating temperature: 0 to 45 degrees Celsius
 - Full lifetime warranty with next day advanced replacement
 - 24-port
 - Gigabit access switching and PoE+ Support.
 - Up to 740-watt PoE support and dynamic power allocation for powering AP's, phones, cameras, and other PoE-enabled devices
 - 4 x 1G SFP uplink interfaces
 - Non-blocking switch with up to 104 Gbps bandwidth support
 - 6 configurable QoS queues for coverage voice, video, and data applications
 - Low power consumption, quiet acoustic design, and shallow rack depth options for enabling flexible deployment in wiring closets.
 - Quantity of 1
-

MV72 or equivalent-Camera (5)

- 4MP sensor for recording up to 1080P
- IK10+ and IP67 rated for impact resistance and ingress protection
- Includes Mounting Hardware
- Microphone for audio recording
- Quantity of 5

- 5-year license for all equipment

Cisco 1562E Wireless Access Points or equivalent (10)

802.11ac Wave 1 and 2 Capabilities

- Quantity of 10
- 1562I: 3 x 3 MIMO with three spatial streams
- 1562E/D 2 x 2 MIMO with two spatial streams
- Multi- and single-user MIMO
- Maximal Ratio Combining (MRC)
- 802.11ac beamforming (transmit beamforming)
- 20-, 40-, and 80-MHz channels
- PHY data rates up to 1.3 Gbps (80 MHz in 5 GHz)
- Packet aggregation: A-MPDU (Tx/Rx) and A-MSDU (Tx/Rx)
- 802.11 Dynamic Frequency Selection (DFS)
- Cyclic-Shift-Diversity (CSD) support

802.11n (and related Capabilities)

- 1562I: 3 x 3 MIMO with three spatial streams
- 1562E/D: 2 x 2 MIMO with two spatial streams
- MRC
- 20- and 40-MHz channels
- PHY data rates up to 450 Mbps
- Packet aggregation: A-MPDU (Tx/Rx) and A-MSDU (Tx/Rx)
- 802.11 DFS
- CSD support

Cisco C220 Server with ESXi Hypervisor or equivalent (1)

- (1) Virtual wireless controller to manage wireless mesh connectivity.
- (2) Linux VM to manage camera streams and uploads.

Features:

Xeon® Processor Scalable Family, 24 DIMM slots for 2666-MHz or 2933-MHz DIMMs with capacity points up to 128 GB, 2666-MHz PMEMs with capacity points up to 512 GB, two 2 PCI Express (PCIe) 3.0 slots, and up to 10 SAS/SATA hard disk drives (HDDs) or solid-state drives (SSDs). The C220 M5 SFF server also includes one dedicated internal slot for a 12G SAS storage controller card.

Link to data sheet: <https://www.cisco.com/c/dam/en/us/products/collateral/servers-unified-computing/ucs-c-series-rack-servers/c220m5-sff-specsheet.pdf>

Dacast streaming video subscription or equivalent

- Receives video input from on-site cameras.
- Outputs internet streams public viewing

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TECHNOLOGY SOLUTION LAURIDSEN SKATEPARK

PROPOSAL FORM

FIRM NAME

ADDRESS

CITY

STATE

ZIP CODE

| ITEM NO. | ITEM DESCRIPTION | QTY | TOTAL PRICE |
|----------|---|--------------|-------------|
| 1 | VIRTUAL WL CONTROLLER WITH 5AP LIC LICS | 1 | |
| 2 | 2.2GHZ 5 120 105 W 14C 19.25 MB Chip Cache DDR4 | 1 | |
| 3 | UCS C220 Mr SFF 10 HD W/O CPU CPNT MEM HD PCIE PSU | 1 | |
| 4 | 32GB DDR4-2666-MHZ RDIMM MEM PC4-21300 DUAL RANK X4 1.2V | 1 | |
| 5 | 240GB SATA M.2 INT | 1 | |
| 6 | 770W AC HOT-PLUG PWR SUPPFOR PWR 1U C-SERIES RACK SVR | 1 | |
| 7 | BALL BEARING RAIL KIT FOR C220 BOPT M4 & C240 MR RACK SERVERS | 1 | |
| 8 | CISCO MERAKI VARIFOCAL MV72 OUTDOOR DOME CAMERA W/256GB STORAGE | 5 | |
| 9 | MERAKI MS120-24P ETHERNET SWITCH – 24 PORTS | 1 | |
| 10 | CISCO MERAKI MX84 CLOUD MANAGED SECURITY APPL | 1 | |
| 11 | 802.11AC W2 LOW-PROFILE OUTDOORWRLS AP EXTERNAL ANT B REG DOM | 10 | |
| 12 | AIRONET 5GHZ 14DBI DIRECTIONAL ACCS ANTENNA 2PORT N CONNECTORS | 10 | |
| 13 | 2.4GHZ 8 DBI OMNI WITH ACCS N CONNECTOR | 10 | |
| 14 | STANDARD POLE WALL MOUNT KIT MNT AP1530 SERIES | 10 | |
| | HARDWARE ITEMS | TOTAL | |

| ITEM NO. | ITEM DESCRIPTION – 3 YEAR LICENSES | QTY | TOTAL PRICE |
|----------|--|--------------|-------------|
| 1 | CISCO MERAKI MX84 ADVANCED LICS | 1 | |
| 2 | CISCO MERAKI MS120-24P ENTERPRISE LICS | 1 | |
| 3 | SMARTNET – SNTC 8X5 NBD UCS C220 SVCS M5 SFF 10 HD W/O CPU MEM HD PCIE P | 3 | |
| 4 | SMARTNET – SNTC NBD 8X5 802.11AC SVCS W2 LOW-PROF | 30 | |
| 5 | SMARTNET SWSS UPGR VIRTUAL SVCS WIRELESS CONTROLLER W/ 5 ACCESS | 3 | |
| 6 | SMARTNET SWSS UPG 5 AP ADDER SVCE LICS FOR THE VIRTUAL CTLR | 3 | |
| 7 | 5AP ADDER LICS FOR VIRTUAL LICS CONTROLLER ESD | 1 | |
| 8 | CISCO MERAKI ENTERPRISE LICENSE | 1 | |
| | 3 YEAR LICENSES | TOTAL | |

OR

| ITEM NO. | ITEM DESCRIPTION – 5 YEAR LICENSES | QTY | TOTAL PRICE |
|----------|--|--------------|-------------|
| 1 | CISCO MERAKI MX84 ADVANCED LICS | 1 | |
| 2 | CISCO MERAKI MS120-24P ENTERPRISE LICS | 1 | |
| 3 | SMARTNET – SNTC 8X5 NBD UCS C220 SVCS M5 SFF 10 HD W/O CPU MEM HD PCIE P | 5 | |
| 4 | SMARTNET – SNTC NBD 8X5 802.11AC SVCS W2 LOW-PROF | 50 | |
| 5 | SMARTNET SWSS UPGR VIRTUAL SVCS WIRELESS CONTROLLER W/ 5 ACCESS | 5 | |
| 6 | SMARTNET SWSS UPG 5 AP ADDER SVCE LICS FOR THE VIRTUAL CTLR | 5 | |
| 7 | 5AP ADDER LICS FOR VIRTUAL LICS CONTROLLER ESD | 1 | |
| 8 | CISCO MERAKI ENTERPRISE LICENSE | 1 | |
| | 5 YEAR LICENSES | TOTAL | |

Name (Please Print) _____ Title _____

Authorized Signature _____ Date _____

Phone: _____ Fax: _____

REMINDER: Proposal form needs to be filled out COMPLETELY or is subject to rejection. Refer to section 1.1 Filing of Proposals.

| ITEM NO. | ITEM DESCRIPTION – 3 YEAR LICENSES | QTY | TOTAL PRICE |
|----------|------------------------------------|--------------|-------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| | 3 YEAR LICENSES | TOTAL | |

OR

| ITEM NO. | ITEM DESCRIPTION – 5 YEAR LICENSES | QTY | TOTAL PRICE |
|----------|------------------------------------|--------------|-------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| | 5 YEAR LICENSES | TOTAL | |

Name (Please Print) _____ Title _____

Authorized Signature _____ Date _____

Phone: _____ Fax: _____

REMINDER: Proposal form needs to be filled out COMPLETELY or is subject to rejection. Refer to section 1.1 Filing of Proposals.

**POLK COUNTY GOVERNMENT
INSURANCE AND
CERTIFICATE REQUIREMENTS**

REQUIREMENTS.

The Contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY**) shall be named as "Additional Insured," using the following language: "**POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.**"

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; Contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insured's."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent Contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

Workers' Compensation and Employers' Liability. This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. **\$500,000 Per Accident**
 - b. **\$500,000 Disease, Policy Limit**
 - c. **\$500,000 Disease, Each Employee**

Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

| | |
|---|---------------------|
| General Aggregate | \$ 2,000,000 |
| Products-Completed Operations Aggregate | 2,000,000 |
| Personal & Advertising Injury | 2,000,000 |
| Each Occurrence | 2,000,000 |
| Fire Damage (Any one Fire) | 100,000 |
| Medical Expenses (Any One Person) | 5,000 |

\$2,000,000 combined single limit liability coverage will meet the requirement

Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

\$1,000,000 CSL (Combined Single Limit) per accident

- D. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$2,000,000** the General Liability and Automobile & Employers Liability.
- E. **Builders Risk Insurance.** Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction (**when applicable**).
- F. **Subcontractors.** The Contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime Contractor.
- G. **Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum (**when applicable**).
- H. **Liquor Liability.** Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000**. **This coverage is mandatory when the Contractor/vendor will be serving alcohol for consumption.**

MISCELLANEOUS.

- A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices proposal and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the County Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the County Board.
- C. **Non-Waiver of Legal Rights.** The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. **Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify and hold harmless the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgment rendered against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgment shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns,** as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
5. All Certificates shall state that XCU Coverage is included. (If applicable)
The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.

| | |
|--|--------------------|
| 6. General Liability: | |
| General Aggregate | \$2,000,000 |
| Product Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$2,000,000 |
| Each Occurrence | \$2,000,000 |
| Fire Damage (Any one fire) | \$ 100,000 |
| Medical Expense (Any one person) | \$ 5,000 |

(\$2,000,000 per occurrence single limit will meet the requirement)

| | |
|-------------------------------------|------------------------------|
| 7. Automobile Liability: | \$1,000,000 |
| Each Accident | Combined Single Limit |
| 8. Workers' Compensation: | |
| - Statutory Benefits | |
| - Employers' Liability (Coverage B) | \$ 500,000 |
| 9. Excess Liability Umbrella | \$1,000,000 |

10. **Builders Risk**
 - a. Shall be equal to 100 per cent of replacement cost of construction.
(When Applicable)
11. **Performance Bond**
 - a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum
(When Applicable)
12. **Liquor Liability** **\$1,000,000**
 - a. Mandatory for Contractors/vendors who serve alcohol for consumption
13. Policy numbers for all policies must be included
14. Policy effective dates for all policies must be included
15. Policy expiration dates must be included.
16. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **“POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns”** to be additionally insured.
17. **POLK COUNTY GOVERNMENT** must clearly and explicitly be shown the Certificate Holder.
18. The Cancellation Clause must read exactly as follows:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”
19. All certificates of insurance must be signed by an authorized representative.
20. In order to preserve the governmental immunities available as defenses to Contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

“The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy.”