

# Greater Des Moines Immigrant and Refugee Welcome Center and ECBO Capacity Building

## Request for Proposal

May 29, 2019

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# INTRODUCTION

On behalf of Polk County, City of Des Moines and Greater Des Moines Partnership (the funders) SPPG is seeking proposals from organizations able and interested in providing:

1. Management of a new welcome/connection/resource (hub) center for foreign-born residents in Greater Des Moines.<sup>1</sup>
2. Capacity building services for Ethnic Community Based Organizations (ECBOs).

These are separate projects, but organizations may bid on one or both projects. Upon review of the submissions, the primary funders will use a scoring matrix to score the submissions. If two separate organizations are selected, the funders anticipate close collaboration between the two to carry out all aspects of the proposal. Depending on availability of funding and scale of projects one project may start before the other.

## RFP Timeline

May 29, 2019	RFP released
June 17, 2019	Q & A in-person meeting Time: 10:30 AM-12:30 PM Location: River Place 2309 Euclid Avenue, Des Moines Room 2
June 20, 2019	Q & A answers distributed
July 15, 2019	Proposals due
July 15 – 26, 2019	RFP responses reviewed and scored
July 31, 2019	Selection completed
September 1, 2019 <sup>2</sup>	ECBO capacity building planning begins
November 1, 2019 <sup>3</sup>	Development of welcome center Project Plan

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<sup>1</sup> For the purposes of this RFP, the center will be referred to as the “welcome center.”

<sup>2</sup> Date is tentative and subject to change.

<sup>3</sup> Date is tentative and subject to change.

## Contact Information and Questions

All questions concerning the information presented in this Request for Proposal should be sent in writing to [BKnott@sppg.com](mailto:BKnott@sppg.com).

- Proposers may submit questions until 5:00 p.m., Thursday June 13, 2019 to [Bknott@sppg.com](mailto:Bknott@sppg.com).
- An in-person question and answer session will be held on Monday, June 17, 2019, 10:30 am – 12:30 pm at River Place, 2309 Euclid Avenue, Room 2, Des Moines, IA, to answer questions related to the RFP. Attendance is not mandatory.
- Written answers to all questions will be provided by 5 PM on June 20, 2019. If there are discrepancies between answers given verbally at the meeting and written answers provided, the written answers will take precedence over the verbal answers.
- There will be no contact between proposers and SPPG or the funders during the proposal process other than the question and answer process. In all cases, no verbal communications shall override written communications or the contents of this RFP. The funders will not pay for any information herein requested, nor is it liable for any costs incurred by bidders in preparing their proposal.

## Contact Information for the RFP administrator:

Bradley Knott  
C/O SPPG, LLC.  
2910 Westown Parkway, Suite 302  
West Des Moines, IA 50266  
515-237-0326  
[bknott@sppg.com](mailto:bknott@sppg.com)

## APPLICATION REQUIREMENTS

- Proposers may be a registered nonprofit or for-profit organization.
- Proposers should have some or all of the following experiences:
  - Working primarily with foreign-born population, preferably in Greater Des Moines.
  - Foreign-born on staff and/or organization's board/committees.
  - Relationships with employers in the Greater Des Moines area.
  - Good standing relationships with a broad group of stakeholders and service providers in Greater Des Moines.
  - Demonstrated experience operating a sustainable organization.

## RFP Submission Process

- Cover/transmittal Letter: Include name of the point of contact for the proposal, organization, address of organization, email and phone number. The letter should be signed by a person with authority to bind the company.
- Indicate which project(s) are included in the proposal:
  - welcome center
  - ECBO capacity building
  - Both

- Proposers may submit proposals for either the welcome center, the ECBO capacity building project or both. If you are proposing to manage only the welcome center or the ECBO capacity building services write "NA" for the service you are not addressing.
- Proposals must be submitted electronically, via email to [bknott@sppg.com](mailto:bknott@sppg.com) by **5 PM (CST) on July 15, 2019**. Proposals submitted in any other manner will not be considered. Note that the subject line should read: **Welcome Center and Capacity Building RFP**
- A person with authority to bind the proposer shall sign the proposal and any clarification to the proposal.
- Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the vendor to respond to this RFP shall be the responsibility of the vendor.
- All proposals become the property of the funders and will not be returned.

### **Delay in Receipt of Proposal**

Neither SPPG nor the funders will accept any responsibility for any delay or delinquency in the receipt of proposal due to mail, package delivery, US Postal Service, messenger and/or courier services, or any other method of delivery. The responsibility for timely proposal delivery rests solely and entirely with the vendor.

### **Rejection of Proposals**

SPPG and the funders reserve 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 interest of the funders.

### **Failure to Comply**

Failure to supply any information requested to accompany proposals may be cause for rejection of the proposal as non-compliant. The funders reserve the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

### **Proposal in Force**

All proposals shall be firm for a period of sixty (60) days to allow the committee to fully evaluate all proposals and to make an award deemed in the interest of the funders.

### **Economy of Presentation**

Proposals should not contain promotional or display materials. Please respect the word limitations provided by each question. If you need to exceed the word limits for each question please post your additions clearly marked as to what answer they belong to in the Attachment area at the end of your proposal. Answers should address the topics asked, and aid in the evaluation and be answered concisely and clearly. Proposals that do not address each criterion may be rejected.

### **Disclosure of Proposal Content**

The contents of this proposals may be placed in the public domain and be open to inspection by interested parties. **Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.** The entire proposal cannot be designated as proprietary or trade secret. If a request to review the bid document is received, SPPG on behalf of the funders will notify the vendor to permit the vendor to defend the proprietary nature of the information.

## **RFP and Proposals Become Part of Contracts**

All parts of the request for proposal, the contents of the vendor's proposal response, and any clarification thereto submitted by the successful offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.

## **Disposition of Proposals**

All proposals become the property of the funders and shall not be returned to the offeror.

## **Gratuities**

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to an evaluator, Steering Committee or SPPG employee with the intent to influence their acts, opinion, judgment or exercise of discretion with respect to their duties. Evidence of violations of this statute will be turned over to appropriate officials.

## **Signature of Offeror's Agent**

The offer made by technical proposal, and any clarifications to that proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

## **Reporting of Anti-Competitive Practices**

When for any reason collusion or other anti-competitive practices are suspected among any vendors or offerors, SPPG shall prepare a notice of the relevant facts to be transmitted to the appropriate officials for review and possible involvement.

## **Award**

The funders reserve the right to award this contract not necessarily to the firm with the lowest cost, but to the firm which will provide the best match to the requirements of this RFP and the needs of funders. There are no appeal rights from the funder's decision.

# **BACKGROUND**

Iowa has a long history of welcoming immigrants and refugees from throughout the world. This reputation is well-earned and a source of pride. Through the years, Iowans have made significant contributions to global humanitarian leadership, from Herbert Hoover and Norman Borlaug to Governor Robert D. Ray and including today's leadership throughout the Greater Des Moines region.

Most recently, refugees from Bhutan, Burma, Iraq, Eritrea, Congo, and many other countries have made Greater Des Moines their home. Iowa is becoming a destination of choice for many immigrants with a variety of education and work experience. In the fall of 2017, the *Greater Des Moines Partnerships' Global DSM study* ([https://www.dsmpartnership.com/filesimages/Growing%20Business%20Here/PDF/Global%20DSM\\_International%20Talent%20Strategy\\_Web.pdf](https://www.dsmpartnership.com/filesimages/Growing%20Business%20Here/PDF/Global%20DSM_International%20Talent%20Strategy_Web.pdf)) showcased the top three reasons for the high migration of foreign-born to Iowa:

- Safe neighborhoods
- Opportunities for quality of life and employment
- Welcoming communities

According to data from New American Economy ([www.newamericaneconomy.org](http://www.newamericaneconomy.org)) between 2009 and 2014, the total population of Greater Des Moines grew by 12 percent, while the population of the foreign-born grew by 25 percent.

The foreign-born have not only added vibrancy to the culture of Greater Des Moines, but have also contributed significantly to the economic vitality of the community. In 2014, foreign-born residents contributed \$3.2 billion of the metro's gross domestic product and \$100 million in state and local taxes. At the state level, households led by immigrants earned an annual \$4.1 billion.

It is well known that certain industries are highly dependent on a workforce made up of foreign-born individuals. Fifty-two percent of workers in packaging and filling machine operators are foreign-born; 38 percent of workers in the animal slaughtering and processing industry are foreign-born, and 19 percent in computer systems design and related service industries are foreign-born. Despite making up just five percent of Iowa's population, foreign-born individuals represent 10 percent of all STEM (science, technology, engineering, and math) workers in the state. In addition, 22 percent of all doctors and 28 percent of psychiatrists in Iowa are foreign-born. With these trends in employment and Iowa having a reputation as a welcoming community, it is imperative that the region look at the foreign-born community intentionally and develop a support system where they can not only survive, but thrive.

In 2018, following up on the recommendations of the 2016 Greater Des Moines Partnership report *Global DSM: International Talent Strategy Recommendations*, the City of Des Moines, Greater Des Moines Partnership, and Polk County commissioned a report to study what support was needed by the foreign-born to succeed and thrive in the region. The study, *Investing in the Foreign-Born in Greater Des Moines: Maximizing Individual and Community Potential*, ([LINK to report is below<sup>4</sup>](#)), engaged leaders of the foreign-born communities, as well as organizations serving the foreign-born, in identifying the current state of services to New Iowans in Greater Des Moines, as well as the needs of Ethnic Community Based Organizations (ECBOs).

The study made two recommendations:

1. Create a welcome center for the foreign-born in Greater Des Moines.
2. Increase the capacity of ECBOs to serve their communities.

## **Funding Sources**

Funding to develop the project plan will be supported by the primary funders, depending on the scale of the project, funding needs identified by the proposer and the availability of funds. While funding for the welcome center and capacity building projects will initially be supported through a public-private partnership, the preferred applicant should have experience with fundraising at all levels including grant writing, and through government, philanthropic and nonprofit entities; corporate and individual solicitations.

## **Ties to the Service Provider and Stakeholder Communities**

The services sought by this RFP are not intended to replace current service providers, but instead be a connector and/or facilitator, and a complement to the current ecosystem serving

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[https://www.sppg.com/documents/cms/docs/Capacity\\_building\\_of\\_ECBO\\_and\\_Welcome\\_Center\\_Assessment\\_Final\\_Study\\_Report.pdf](https://www.sppg.com/documents/cms/docs/Capacity_building_of_ECBO_and_Welcome_Center_Assessment_Final_Study_Report.pdf)

foreign-born New Iowans. Where practicable and efficient, the welcome center will act as a direct provider of services, but it is not intended to displace or directly compete with the current system of providers.

### **Greater Des Moines Welcome Center**

Two reasons for the growth of foreign-born populations in Greater Des Moines are the opportunities for a better quality of life and economic growth. As validated through individual interviews, Greater Des Moines is seen as welcoming to newcomers, in part, because of the availability of services to individuals and families. However, there are challenges to accessing services and navigating complex service systems. It was evident from the interviews that there is no single point of access to services for new arrivals to get information on services available. Even when newcomers know about different services available, connecting to them can be difficult, due to barriers such as language, transportation and child care.

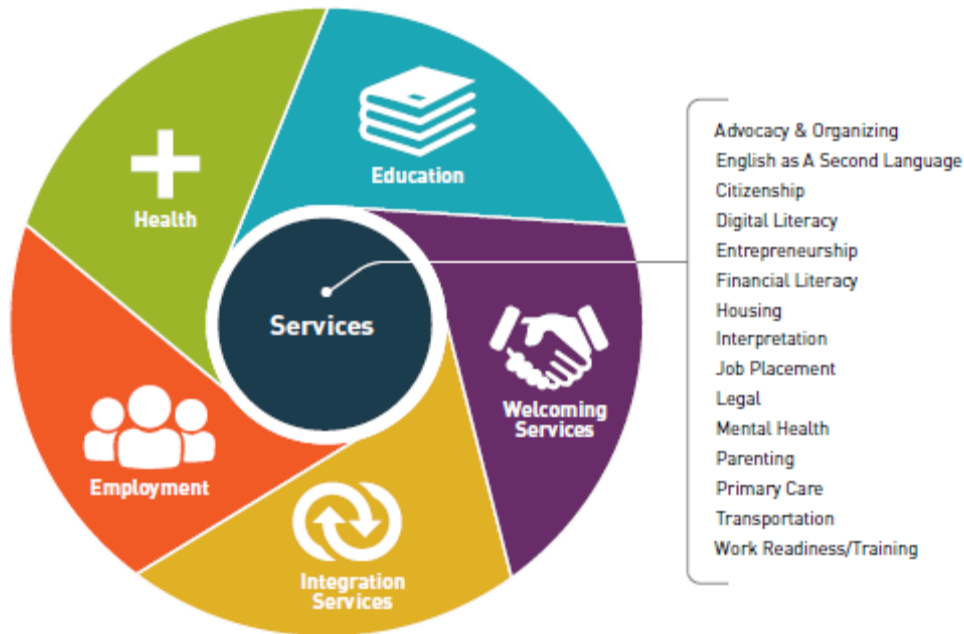
The study, *Investing in the Foreign-Born in Greater Des Moines: Maximizing Individual and Community Potential*, produced a list of the basic functions of a welcome center:

- Serve as the first call or location for information on services available to the foreign-born in Greater Des Moines.
- Assist the foreign-born in navigating the systems and institutions needed to survive in the short term and thrive in the long term in Greater Des Moines.
- Make referrals to area services and service providers.
- Conduct a needs assessment and provision of immediate services to the foreign-born.
- Host basic services such as ESL (English as a Second Language) classes, citizenship classes, legal services, financial education, and others, as needed.
- Provide a community space for ethnic community gatherings, celebrations and festivals.
- Provide office space for services related to assisting the foreign-born.

Important lessons can also be learned from similar, effective models across the country. The Refugee Empowerment Center (Omaha, NE), Arab Community Center for Economic and Social Services (Detroit, MI), Welcoming Center for New Pennsylvanians, (Philadelphia, PA) and International Institute of St. Louis (MO), are examples of collaborative efforts to expand access to services and help refugees and immigrants navigate the systems through which services are provided.

### **Scope of Work: Welcome Center**

It is expected that the welcome center will, at a minimum, connect the foreign-born to services highlighted in the chart below. If specific services do not currently exist in Greater Des Moines or are not accessible to the foreign-born, the welcome center should work to make such services available.



In addition to the above-mentioned services, it is expected that the welcome center will also:

- Provide culturally competent, trauma-informed services.
- Provide space for the ECBOs' cultural and other activities.
- Employ and/or otherwise engage the foreign-born in management of the center.
- Serve as a resource center and hub to connect the foreign-born with services and expertise.
- Serve as a satellite office for some services.
- Work with external stakeholders so they can understand the opportunities, challenges and requirements associated with working with our foreign-born residents. Stakeholders may include:
  - Employers
  - Service agencies
  - Funders/philanthropic community
  - Faith-based community
  - Public institutions
  - Public at large

### **Build Capacity of ECBOs**

As detailed in the report, *Investing in the Foreign-Born in Greater Des Moines: Maximizing Individual and Community Potential*, ECBOs have a long history in Greater Des Moines as formal entities that support the cultural and service needs of foreign-born communities throughout the region. Throughout interviews with community leaders, immigrants, and refugees, it was clear that ECBOs play a substantial role in the growth of ethnic communities. It was consistently found that foreign-born individuals receive help first from their own community and ethnic organizations when they arrive in Iowa. Whether it is information about how to obtain



a driver's license, rent an apartment, or get a job, the first call is almost always received by fellow ethnic community members or ethnic organization, if they exist.

When asked why ECBOs are important to Greater Des Moines, ethnic leaders and service providers remarked that these entities are established to:

- Bring communities together to celebrate and preserve cultures for existing and future generations.
- Provide basic services needed in the community.
- Serve as a bridge between ethnic communities and mainstream services.

These organizations range from large to small, but all have common characteristics, including governance structures that reflect the communities they serve; culturally responsive services and activities; and, continual engagement of their communities through formal and informal channels. ECBOs in Greater Des Moines are in a unique position to serve their communities and ensure services are culturally responsive and accessible with the right support and training.

Some communities, especially those with highly educated and/or experienced individuals, are better able to navigate the 501(c)3 filing process, recruit board members, raise funds, and run the organization effectively. However, many, especially those who have lower English language skills, struggle to do it on their own. They often receive help from other community organizations to complete the process. The nonprofit transactional clinic at Drake University School of Law has been particularly instrumental in helping many of these communities complete their 501(c)3 paperwork.

Once the 501(c)3 status is received, it can be challenging to ensure the organization has a good leadership team; to maintain their organization status, to ensure they apply and receive operational or programmatic funds; and, to provide vital services to their members.

The ECBO capacity building is expected to be aligned with the welcome center, but not necessarily provided by the same entity. While an initial assessment of Greater Des Moines ECBO capacity and needs was done for the 2018 report, it is anticipated that additional assessment of current and prospective ECBOs in Greater Des Moines will be conducted as part of the ECBO capacity building process.

**Scope of Work: ECBO capacity building for each organization should include:**

- Clarifying organizational mission and vision.
- Developing a strategy for building capacity of the organization to serve its community, including strategic, fundraising, and communication planning.
- Developing templates for operational efficiencies, such as budgets and monitoring documents.
- Creating an economy of scale for contracted services, such as overhead and staffing costs.
- Developing strategic priorities for the organizations to best utilize their strengths and skills to serve ethnic communities, while being a bridge to mainstream community service providers.
- Educating and empowering the foreign-born to fully utilize their potential and become contributing members of the community.

# SELECTION CRITERIA: WELCOME CENTER AND ECBO CAPACITY BUILDING

## Instructions for completing the RFP

Please include the following information in the RFP. Submissions will be scored based on the detail and accuracy of each section of the proposal.

Proposals should use the same numbers and headers outlined below to ensure proposal uniformity and inclusion of all required criteria. Please include all criteria that has been outlined in the RFP, but not specifically addressed below.

Each section indicates whether the section will be scored for welcome center, ECBO capacity building or both. Each project will be scored separately, even if a proposer is bidding on both proposals. This will ensure a fair and accurate scoring process. There is a total of 100 possible points for the welcome center proposal and 90 possible points for the ECBO capacity building proposal.

## A. Organizational Background and Experience

- Please provide your answers in a 10-point Arial font and in no more than 500 words for each answer.
- Attachments may be included at the end of the proposal.
- Total Points for this section: Welcome Center-35 points. ECBO-35 points.

### Welcome Center (5 points)

### ECBO capacity building (5 points)

A cover/transmittal letter including the name of the point of contact for the proposal, organization, address of organization, email and phone number. Include two references with contact information. The letter should be signed by someone with authority to bind the company.

### Welcome Center (10 points)

### ECBO Capacity Building (10 points)

1. Tell us about your organization and address the following:
  - a. The mission of your organization.
  - b. Number of employees and their professional backgrounds and expertise.
  - c. Annual budget and its trajectory over the last several years.
  - d. Number of people served annually and the service trend line over the last five years.
  - e. Legal and tax status (corporation, partnership, nonprofit, or other).

### Welcome Center (10 points)

### ECBO Capacity Building (10 points)

2. Describe your experience working with the immigrant and/or refugee populations including:
  - a. Services currently provided.
  - b. Years providing these services.
  - c. The populations you primarily serve.
  - d. The languages spoken by your staff.

- e. Provide outcomes/impact of your services.

**Welcome Center (10 points)**

**ECBO Capacity Building (10 points)**

- 3. The managers of both projects will receive some funding from the funders, but will also be expected to raise funds from outside sources including; federal and state governments, the business community, philanthropic organizations and individual donors. Describe your experience raising funds including the sources and amount raised.
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**B. Vision**

- Please provide your answers in a 10-point font and no more than 500 words for each answer.
- Attachments may be included at the end of the proposal.
- Total Points for this section: Welcome Center-50 points. ECBO-40 points.

**Welcome Center (10 points)**

**ECBO Capacity Building (10 points)**

- 4. Describe how you envision working with current community partners, networks and stakeholders.

**Welcome Center (20 points)**

- 5. Describe your **vision** for the welcome center in the near and long term. Please address:
  - a. How the welcome center will interact with current service providers, ECBOs, and employers.
  - b. Services to be offered including those previously outlined in this document and other services deemed appropriate for the welcome center in the near and long term.

**ECBO Capacity Building (20 points)**

- 6. Describe your **vision** for building capacity of the ECBOs in the near and long term. Please address:
  - a. What the near-term priorities should be and how you envision the services expanding over a five-year period.
  - b. Discuss the role of current service providers as ECBOs expand and grow.

**Welcome Center (10 points)**

- 7. **Managing** the welcome center. Relying on your experience with similar activities and knowledge of community partnerships and stakeholders in Greater Des Moines, describe how you would segment the populations served and services provided, including:
  - a. Professionals seeking licensure or having their degrees and work experience recognized.
  - b. English speakers vs non-English speakers

- c. The foreign-born with little to no formal education or relevant work experience or exposure to US/Iowa culture.

**Welcome Center (10 points)**

**ECBO Capacity Building (10 points)**

8. **Staffing:** Please describe the anticipated staffing needs in the near and long term for the welcome center and/or ECBO Capacity Building, including the number of full and part-time staff and the role of volunteers. Note: The funders strongly believe the success of both programs requires significant involvement from the foreign-born.
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**C. Governance**

- Please provide your answers in a 10 point font and no more than 500 words per answer.
- Attachments may be included at the end of the proposal.
- Total Points for Governance: Welcome Center-15 points. ECBO-15 points.

**Welcome Center (10 points)**

**ECBO Capacity Building (10 points)**

9. **Governance:** The governance structure for both projects is expected to be a Board of Directors focusing on long term strategy, finances and policy. There will be funder representation on each board as well as businesses, employers, philanthropies, and individuals from the community at large. In addition, an Advisory Board consisting of service providers, stakeholders and the foreign-born will be established to assist with programmatic issues.

Please describe your experience working with similar governance structures. As a reminder, those selected for each project will report to a separate Board of Directors. Overlap between members of current boards and the new boards is anticipated. Please describe your vision for a streamlined governance structure to prevent confusion and duplication of efforts.

**Welcome Center (5 points)**

**ECBO Capacity Building (5 points)**

10. Budgets are a balance between priorities and needs. Please describe a generic budget for the welcome center. Precise details are not necessary at this time, but provide thoughts on the approximate percentages of the budget that would go to personnel, programs, fundraising, and administration.
  - Phase I – Provide cost estimates on the planning and launch of getting the center up and running.
  - Phase II - Project the annual cost of managing the welcome center day-to-day.
  - Describe a generic budget for the ECBO capacity building services. Precise details are not necessary at this time, but provide thoughts on the approximate percentages of the budget that would go to personnel, programs, fundraising, and administration.
    - a. Phase I – Provide cost estimates on the planning and launch of getting the capacity building services up and running.

- b. Phase II - Project the annual cost of managing the capacity building services day-to-day.

### **Insurance**

Requirements – The vendor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein (see Attachment #1). The Contracting Authority shall be named as “Additional Insured.”

### **Single Proposal Response**

In the event that only one (1) proposal response is received, SPPG and the Steering Committee shall use the same evaluation procedures found in this RFP to determine that the technical proposal is responsible and responsive. Analysis of the proposal will be compared to current rates.

### **Completeness of the RFP**

The proposer shall be responsible for verifying completeness of the RFP document they receive by checking for obvious errors, the correct number of pages, or for missing portions of text. The table of contents shall be an aid in verification of completeness. If the copy is incomplete in any way, contact Bradley Knott at SPPG.

# **Greater Des Moines Immigrant and Refugee Welcome Center and ECBO Capacity Building**

## **TERMS AND CONDITIONS**

### **Termination**

- A. The funders may terminate this contract with or without cause, by giving thirty (30) days' notice.
- B. Vendor will be paid for services completed.

### **Changes**

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the vendor and the contracting party.

### **Immunity from Liability**

Every party to this agreement is hereby notified and agrees that SPPG, the funders, and any funding source for the using agency are immune from liability and suit for or from vendor's activities involving third parties and arising from this proposal.

### **Waiver of Informalities**

The Owner reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the vendor or provide a competitive advantage to any vendor.

### **Acts of Nature**

Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of vendor.

### **Discrimination and Affirmative Action**

- A. Vendor shall comply with the provisions of federal, state, and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, creed, genetic information, veteran, military service, or disability. Vendor shall have an affirmative action plan and shall provide the County with reports required to insure compliance with equal employment legislation and regulation if requested. Vendor shall insure that all authorized sub-vendors comply with the provisions of this clause.
- B. A copy of the Bidder's Affirmative Action Plan (if applicable) must be made available upon request.

### **Exclusive Agreement**

The Contract which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

**Audit or Examination of Records**

The funders reserve the right to periodically audit the files.

**Term of Contract**

The contract period shall commence upon a negotiated start date and will auto-renew for one (1) year terms until agreed upon termination notice is provided by either party.

# **ATTACHMENT #1 ECBO WELCOME CENTER & CAPACITY BUILDING INSURANCE REQUIREMENTS**

## **CONTRACTOR OBLIGATION**

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 shall be named as "Additional Insured,"

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 Insureds."

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**

- A. 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

**B. 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:

Each Occurrence	<b>\$ 1,000,000</b>
General Aggregate	<b>2,000,000</b>
Products-Completed Operations Aggregate	<b>2,000,000</b>
Personal & Advertising Injury	<b>2,000,000</b>
Fire Damage (Any one Fire)	<b>100,000</b>
Medical Expenses (Any One Person)	<b>5,000</b>

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

**C. 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 up to **\$100,000 (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 bid 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 contracting authority 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 contracting authority, it being understood that in such matters they act as the agent and representative of the contracting authority.
- 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, its 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, 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, the Contractor, upon notice thereof from the Contracting

Authority, shall defend the same at their cost and expense; and the record of any judgement rendered against the Contracting Authority, its 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 judgement 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.**

**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. Contract documents will not be submitted to the Steering Committee 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 contracting authority 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 that the insurance requirements have not been changed, as limits may vary from project to project.

**6. General Liability:**

Each Occurrence	<b>\$ 1,000,000</b>
General Aggregate	<b>\$ 2,000,000</b>
Product Completed Operations Aggregate	<b>\$ 2,000,000</b>
Personal & Advertising Injury	<b>\$ 2,000,000</b>
Fire Damage (Any one fire)	
Medical Expense (Any one person)	<b>\$ 5,000</b>

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

**7. Automobile Liability:**

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

**8. Workers' Compensation:**

Statutory Benefits	
Employers' Liability (Coverage B)	\$ 500,000

**9. Excess Liability Umbrella** **\$ 1,000,000**

**10. Builders Risk**

Shall be equal to 100 per cent of replacement cost of construction.  
**(When Applicable)**

**11. Performance Bond**

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**

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 the contracting authority to be additionally insured.

17. **Contracting Authority** must clearly and explicitly be shown as the Certificate Holder.

18. The Cancellation Clause must read exactly as follows:

19. "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."

20. All certificates of insurance must be signed by an authorized representative.

21. 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."**

## **ATTACHMENT #2**

This page is for answers that exceed the word limits provided in the RFP.

Please indicate clearly what topic you are expanding on.