



January 21, 2021

Dear Prospective Website Vendor;

Enclosed with this letter you will find a request for proposals (RFP) to provide website design services for the Dubuque Metropolitan Area Solid Waste Agency. Please review all the enclosed materials carefully.

SUBMISSION DEADLINE

Responses to this RFQ/RFP must be received by 3:00 PM on February 25, 2021 at the Municipal Services Center, via email or uploaded to the FTP site:

Municipal Service Center Address

DMASWA – Website Design RFP
Attn: Agency Administrator or Designee
925 Kerper Court
Dubuque, IA 52001

Email Copies

kmiller@cityofdubuque.org

FTP Upload Location

<https://cityofdubuque.sharefile.com/r-r7cc3bdf3ef9e49398f650bb0b9a6c54a>

Questions concerning this RFP may be addressed to Kenneth Miller via e-mail kmiller@cityofdubuque.org until 12:00 P.M. February 4, 2021.

Thank you for your interest.

Sincerely,

Kenneth Miller
Solid Waste Agency Administrator
City of Dubuque

Enclosure

**DUBUQUE METROPOLITAN AREA SOLID WASTE AGENCY
REQUEST FOR PROPOSALS
FOR
CONTRACT SERVICES
FOR
WEBSITE DESIGN**

BID DATE:

Thursday, February 25, 2021

3:00 PM – MUNICIPAL SERVICES CENTER

**TO REDUCE THE SPREAD OF COVID-19, ALL BIDDERS ARE REQUIRED TO MAIL
THEIR BIDS Can they submit electronically via email or FTP site. THE BID
OPENING WILL BE CONDUCTED VIA CONFERENCE CALL. PLEASE CALL (866)
899-4679, ACCESS CODE 779-246-685 TO PARTICIPATE. BIDS MUST BE
RECEIVED BY THE BID DEADLINE.**

DUBUQUE METROPOLITAN AREA SOLID WASTE AGENCY REQUEST FOR PROPOSALS - WEBSITE DESIGN

I. INTRODUCTION

The Dubuque Metropolitan Area Solid Waste Agency (DMASWA) is seeking proposals from experienced, responsible, and qualified firms to provide website design services to DMASWA. Qualified firms are invited to submit a proposal in the format outlined in this Request for Proposals (RFP).

DMASWA is an inter-governmental agency organized under Iowa Code Chapter 28E and overseen by a three (3) member Board of Directors. Membership consists of the City and County of Dubuque, Iowa. DMASWA's responsibility is to manage solid waste generated within its service area, which includes the municipalities and the rural population within Dubuque County. Contractual agreements are in place to also provide landfill disposal service to Delaware (IA), Grant (WI) and Jo Daviess (IL) counties.

To meet this responsibility, DMASWA operates a municipal solid waste landfill, household hazardous materials collection center, yard debris composting facility, and ten (10) recycling drop-off stations. DMASWA is self-supported solely through user fees and grants.

DMASWA has an established web presence and the current website was launched in 2015. The Board of Directors and staff have identified the importance of the Agency's role in providing reliable information concerning material management and identifying where items can go for proper management. The core goals of the website are to provide area residents and businesses with information concerning Agency services, acceptance criteria for materials managed, advance the understanding of the DMASWA's role, and promote brand awareness.

Periphery goals of the website are to provide a platform to educate users on environmental issues, promote alternative methods of material management (other than landfilling), identify ways in which individuals can be active in addressing environmental issues, to be a resource for answering waste related questions, and allow residents to schedule services as needed.

II. PROJECT DESCRIPTION

The intent of this RFP and attached agreement is to select a qualified, experienced, and competent firm to provide hosting services and content management tools to DMASWA for redesign of DMASWA.org as a website that is for mobile use. DMASWA will require hosting and content management tools for the site. The current website content is accurate, but DMASWA desires to have the information presented with a refreshed look and add new content features with easy navigation for both residential and business customers. The goal of this project is to design a mobile-friendly site through the appearance of the website on mobile devices with a layout that functions well for this

medium, build in simple content management, and increase traffic to the website through search engine optimization.

The tentative RFP schedule is as follows:

January 21, 2021	RFP Website Services released
February 4, 2021	12:00 PM questions due by email to DMASWA
February 11, 2021	Responses to questions emailed to RFP list
February 25, 2021	3:00 PM RFP response due
February 25, 2021 – March 11, 2021	RFP referred to committee review & Firm Interviews
March 17, 2021	Contract award by Board of Directors

III. SCOPE OF WORK

Website Design and Maintenance Requirements

The selected firm will be required to evaluate www.DMASWA.org, which is currently designed for desktop and optimized for mobile, and present recommendations for the site improvements to redesign the site that will ensure a positive mobile experience for our users. This evaluation will include status of the current website architecture, overall site appearance, loading speeds, webpage organization, search optimization and presentation of information. At which time staff will provide guidance to move forward with the site redesign. Two weeks from this meeting, the selected firm will provide a timeline for the redesign process with the new site completed by July 1, 2021.

The budget for this project is \$20,000.

Minimum requirements for this redesign include:

1. Redesign website to improve appearance and functionality and display properly on all devices;
 - a. Including accommodations for assistive technology
2. Solution should include user friendly content management system (CMS) available for multiple editors;
3. Reorganize current website structure to facilitate proper flow of information (for resident and business customers) and review navigation,
4. Full access rights for staff to edit content and add and delete pages as needed;
5. Graphically re-design as directed;
6. Integration of ReCollect's Waste Wizard tool;
7. Improve search engine optimization;
8. Proposed option(s) for the replacement of the current Special Event Recycling reservation system (DMASWA.org/event-recycling), to integrate with the CMS suite proposed;
9. Provide CMS training for DMASWA staff prior to the website going "live" and technical assistance (phone or email) through the duration of the term. Please

specify if technical support is included in the proposal price or if charges are incurred each time technical assistance is needed.

Insurance Requirements

The firm shall at all times during the performance of the Agreement provide insurance as required by the attached Insurance Schedule G.

IV. TERM OF AGREEMENT

The term of the contract will be from **March 17, 2021 to March 17, 2022**.

V. PROPOSAL SUBMISSION REQUIREMENTS

All requests for clarification relating to this RFP must be in writing by e-mail to kmiller@cityofdubuque.org by 12:00 PM CT Thursday, February 4, 2021. Questions and responses will be provided in the form of an addendum issued by February 11, 2021 to Proposers who have declared their intent to submit a proposal by February 25, 2021 and posted at DMASWA.org.

Responses to this RFQ/RFP must be received by 3:00 PM on February 25, 2021 at the Municipal Services Center, via email or uploaded to the FTP site:

Municipal Service Center Address

DMASWA – Website Design RFP
Attn: Agency Administrator or Designee
925 Kerper Court
Dubuque, IA 52001

Email Copies

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FTP Upload Location

<https://cityofdubuque.sharefile.com/r-r7cc3bdf3ef9e49398f650bb0b9a6c54a>

One (1) hard copy and one (1) digital copy of the RFP response, on a USB drive, will be required for mailed submissions, digital copies only for emailed or uploaded responses. Late submittals will not be evaluated. Responses will be distributed for review and subsequent recommendation. Formal action by the DMASWA Board of Directors is anticipated to occur at its March business meeting.

Responses must contain the following information:

1. The official name, address, phone number, fax number, and email address of the company and its general manager.
2. Statement of your firm's qualifications including:
 - a. References of customers with projects of this scope with contact information;
 - b. Biographies of all who will be assigned this account; and,
 - c. List of related websites designed and maintained.

3. Summary of your firm's plan for service to DMASWA.
4. Fee schedule including:
 - a. Breakdown of production hours, tools, and functionalities for the website re-design;
 - b. Hosting, domain, and license fees, if applicable;
 - c. Website maintenance support required and recommended support tasks;
 - d. Hourly rate for support and training;
 - i. Including, but not limited to additional site design costs (ie new section added)
5. List of subcontractor(s) that will be engaged by Proposer for this project. For each subcontractor, official name, address, phone number, fax number, and email address of the company, the contact person and evidence of appropriate registration or licensure.
6. Statement of experience in field and list of clients for whom contractor has performed similar services. Include official name, address, phone number, fax number, and email address of the company and contact person of each client.
7. Proof of insurance as required in **Attachment B** of the draft Agreement.
8. Faxed and/or emailed bid proposals will not be accepted.
- Complete cost proposal (Attachment A) and include a description of any fees.

VI. SELECTION PROCESS

Selection Criteria

All submittals will be reviewed based upon written responses to the RFP: the proposer's qualifications, past work history, proposed fees, key team members and sub-consultants, regulatory experience with Iowa DNR, and other factors deemed important. DMASWA may schedule interviews with a limited number of prospective Proposers.

DMASWA may reject any or all proposals if, in its opinion, the proposals do not meet the RFP's requirements. Staff's recommendation will be subject to Board of Directors' approval. It anticipates selection will occur and negotiations will be completed by March 11, 2021. All proposer's will be notified in writing regarding results of the selection process.

Reservations

The DMASWA reserves the right to reject all submittals; waive formalities, technical requirements and/or deficiencies; or to solicit for new or additional proposals if deemed to be in its best interests. The DMASWA reserves the right to interview proposers.

Proposer's Costs

Any costs incurred on the part of the proposer for responding to this RFP are the responsibility of the proposer. Tours of the Agency's facilities are available upon request, but must be scheduled through Agency Administrator Ken Miller, kmiller@cityofdubuque.org and Education and Communications Coordinator Bev Wagner, beverly.wagner@loras.edu .

ATTACHMENT A

FEE SCHEDULE

Website Design

Fee

Website Development Project Total

Website copywriting & Editing Services (Optional)

Monthly Services

Fee

2 Hours of Website Management & Update

TAG Analytics Program

Annual Services

Fee

SSL Certificate and dedicated IP Address:

First year provided for in estimate

Website Hosting

ATTACHMENT B
INSURANCE SCHEDULE G

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G

1. Contractor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Website Design Agreement dated _____.
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. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. 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.
13. 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 Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (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 ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection 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.

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

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

Coverage required: ☒ Yes ☐ No

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.

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

Coverage required: ☐ 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.

F) UMBRELLA/EXCESS **\$1,000,000**

Coverage required: ☐ Yes ☒ No

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.

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

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 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)

**WEBSITE DESIGN AGREEMENT
BETWEEN
DUBUQUE METROPOLITAN AREA SOLID WASTE AGENCY
AND**

THIS AGREEMENT, dated for reference purposes the ____ day of _____, 2021, is made and entered by and between the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) and _____. (Contractor).

WHEREAS, DMASWA operates a solid waste management facility which collects both municipal solid waste and multiple diversion waste streams to ensure environmentally sound material management and operates the facility in compliance with local, state and federal rules; and

WHEREAS, the intent of this Agreement is to provide for a mobile first, user friendly website for DMASWA customers; and

WHEREAS, in connection therewith, DMASWA desires to contract with Contractor for website design services; and

WHEREAS, Contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide such services on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

SECTION 1. AGREEMENT. This Agreement, the Request for Proposals (the RFP) for Contract Services for Website Design issued by DMASWA dated January 20, 2021, and Contractor's Proposal submitted in response thereto (the Proposal), incorporated herein by reference, comprise the Agreement by and between Contractor and DMASWA. The Agreement contains the entire agreement of the parties and no amendment or modification of the Agreement shall be valid or effective unless in writing and signed by the parties thereto. In the event of a conflict between the provisions of this Agreement and the other documents comprising the Agreement, the provisions of this Agreement shall control.

SECTION 2. RETENTION. DMASWA retains Contractor to provide the services hereinafter set forth (the Services) and Contractor agrees to perform such Services for the fees, in accordance with all other terms and conditions, hereinafter set forth.

SECTION 3. TERM. The Initial Term of this Agreement is March 17, 2021 to midnight March 16, 2022.

SECTION 4. GENERAL DUTIES OF CONTRACTOR. Contractor shall provide the Services described below and, in the manner, required by Section III of the RFP (Scope of Work) and as set forth below. All Services will be provided in a manner consistent with that level exercised by members of the trade or profession currently practicing under similar conditions. Contractor shall:

4.1 Analyze current website architecture and design and provide recommendations for the redevelopment of DMASWA.org as a mobile first website. Redesign and reorganize website to improve appearance, visitor navigation, and functionality with a responsive design and content management tools available for multi-user updates.

4.2 Integrate Recollect Waste wizard search function.

4.3 Integrate a new Special Event Recycling reservation system (DMASWA.org/event-recycling).

4.4 Provide website training to DMASWA staff prior to the website going “live”. Provide technical assistance and refresher training as needed though phone or email through the duration of the term during regular business hours.

4.5 Provide web hosting option and license fees to DMASWA.

SECTION 5. GENERAL DUTIES OF DMASWA. DMASWA will:

5.1 Provide Contractor, its employees, and subcontractors a safe working environment for any work which must be undertaken on premises owned or controlled by DMASWA.

5.2 Approve the timeline prepared by Contractor

5.3 Provide timely guidance and approval of redesign and ongoing maintenance efforts to Contractor.

SECTION 6. COMPLIANCE REQUIREMENTS.

6.1 Contractor will perform all Services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, those of the United States Environmental Protection Agency, the United States Department of Transportation, the Iowa Department of Natural Resources, and Iowa and federal Occupational Health and Safety Administration agencies.

6.2 Contractor represents and warrants that it has all licenses, permits, registrations, and/or any other governmental authorizations required to provide the Services under the Agreement

SECTION 7. COMPENSATION.

7.1 For Services satisfactorily provided by Contractor pursuant to the terms of this Agreement, DMASWA shall pay Contractor per the fee schedule provided in the RFP submitted and incorporated as Appendix B.

7.2 Contractor shall submit an invoice to DMASWA no later than ninety (90) days after collection/processing of the material. Invoices shall contain the following applicable documents: a fully signed manifest, certificate of recycling, certificate of destruction and/or letter of final disposition. Upon receipt of the above and request for payment, DMASWA shall make payment within thirty (30) days.

SECTION 8. INSURANCE REQUIREMENTS & INDEMNIFICATION.

8.1 Contractor and all subcontractors in providing services pursuant to the terms of this Agreement shall obtain and maintain at their sole expense the insurance described in attached Schedule G, Appendix C. Certificates of insurance must be provided to DMASWA by Contractor.

8.2 Contractor agrees to defend, indemnify and hold harmless DMASWA, its officers, and employees against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature, imposed upon, incurred by, or asserted against DMASWA arising out of or based upon Website Services Providers negligence or willful acts, errors, or omissions in the performance of its services under this Agreement.

SECTION 9. PERFORMANCE BOND. No performance bond is required by this Agreement.

SECTION 10. TERMINATION OF AGREEMENT.

10.1 This Agreement shall terminate:

(1) Automatically as of midnight, March 16, 2022 or automatically as of the date Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation, or voluntary dissolution of Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of Contractor. Upon any termination under this provision, this Agreement shall not be or become an asset of Contractor in the hands of any trustee or receiver.

(2) Upon an individual or aggregate transfer of interest in ownership of Contractor at any time or over time greater than forty-five (45) percent. Contractor shall notify DMASWA of any change in ownership of Contractor or transfer of any equity interest in Contractor within ten (10) days of such change. Failure to provide such notice constitutes a breach of this Agreement.

10.2 Either party shall have the right to terminate this Agreement at any time for cause. Cause is defined as any breach by the other party of any material provision of this Agreement, including the warranties and representations or the insolvency of Contractor. The terminating party shall exercise its right to terminate by written notice to the other party of its intent to terminate the Agreement. Such notice shall set forth the reason or reasons for such termination. The party receiving the notice shall have thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party shall fail within said thirty (30) days, to remedy such cause, this Agreement shall terminate.

10.3 Upon termination of this Agreement under the provisions of this Section or otherwise, DMASWA shall have no further obligations to Contractor, except payment for services satisfactorily performed as of date of the written notice of termination and expenses incurred with the prior written consent of the DMASWA, provided, however, that termination shall not abrogate, impair, release or extinguish any debt, duty, obligation or liability of Contractor to DMASWA hereunder which may have accrued prior to or arising before such termination, including, but not limited to, any such debt, duty, obligation or liability which was the cause of termination or which may arise out of such cause, and DMASWA shall have the right to withhold any payment or partial payment then due or to become due to Contractor hereunder for application against any such debt, duty, obligation, or liability.

10.4 No right or remedy conferred upon DMASWA under the terms of this Agreement, including, but not limited to, the right to termination, shall be exclusive of any other right conferred upon DMASWA under the terms of this Agreement or by law or equity. All such rights are cumulative and no single exercise of any such right or remedy shall preclude the exercise of any other such right or remedy with respect to the same or any other breach by Contractor.

10.5 In the event of any termination of this Agreement, DMASWA shall have the right to forthwith take possession of copies of all records prepared by or used by Contractor in the performance of this Agreement through the date of termination and Contractor shall have the duty to provide same to DMASWA.

10.6 DMASWA shall have the right to terminate this Agreement if there is an individual or aggregate transfer of interest in ownership of Contractor at any time or over time

greater than forty-five (45) percent. Contractor shall notify DMASWA of any change in ownership of Contractor or the transfer of any equity interest in Contractor within ten (10) days of such change. Failure to do so constitutes a breach of this Agreement.

10.7 This Agreement may be terminated by DMASWA if Contractor fails to comply with any material term or condition of the Agreement.

10.8 DMASWA may terminate this Agreement for any or no reason with or without cause upon thirty (30) written notice delivered to Contractor.

SECTION 11. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 12. RELATIONSHIP OF PARTIES. Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as constituting Contractor as the agent, representative or employee of DMASWA or vice versa, for any purpose whatsoever. Contractor is, and shall remain during the Term of this Agreement, an independent contractor with respect to the performance of the obligations hereunder and in its relationship to DMASWA.

SECTION 13. RESOLUTION OF DISPUTE. Any controversy claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof or the subject matter hereof which cannot be resolved informally shall be adjudicated in the Iowa District Court for Dubuque County.

SECTION 14. GOVERNING LAW. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Iowa.

SECTION 15. NOTICE. Contractor shall designate in writing one individual as a primary contact for all matters relating to this Agreement and shall update such designation, as necessary. Except as otherwise herein provided, all notices required or permitted to be served by either party or the other shall be in writing and shall be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor:

If to DMASWA:

DMASWA
Solid Waste Agency Administrator
925 Kerper Court

Dubuque, IA 52001
(563) 589-4354

SECTION 16. NONDISCRIMINATION. Contractor agrees that during the Term of this Agreement, Contractor will not discriminate against any person because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability, religion, age, or marital status and will include a similar provision in all subcontracts entered into in connection with the performance of Contractor's obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DUBUQUE METROPOLITAN
AREA SOLID WASTE AGENCY**

CONTRACTOR

By: _____

(Chair Name)

Chairperson, DMASWA

By: _____

(Contractor Name)

(Contractor Title)

APPENDIX A
PROPOSAL WORK APPROACH

APPENDIX B
FEE SCHEDULE

Website Design

Fee

Website Development Project Total
Website copywriting & Editing Services (Optional)

Monthly Services

Fee

2 Hours of Website Management & Update
TAG Analytics Program

Annual Services

Fee

SSL Certificate and dedicated IP Address:
First year provided for in estimate
Website Hosting

APPENDIX C
INSURANCE SCHEDULE G

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G

1. Contractor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Website Design Agreement dated _____.
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. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. 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.
13. 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 Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (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 ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection 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.

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

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

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☒ Yes ☐ No

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.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ 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.

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☒ No

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.

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

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 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)

