


City of Dubuque Insurance Requirements for Professional Services

REQUEST FOR PROPOSAL (RFP)	
	ISSUE DATE: April 3, 2024 CONTACT: Wally Wernimont, Planning Services PHONE NO: 563-589-4210 EMAIL: wwernimo@cityofdubuque.org
SUBMIT PROPOSAL/OFFER PRIOR TO: CLOSING DATE: April 26, 2024 CLOSING TIME: 12:00 P.M. (local time)	SUBMIT TO: SEE Section 8.0 FAX NOT ACCEPTED
DESCRIPTION: <p align="center">Professional Services for a Comprehensive Update to the City of Dubuque's Unified Development Code</p>	
<p align="center">RECEIPT OF PROPOSAL ACKNOWLEDGEMENT</p> <p>If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.</p> <p><input type="checkbox"/> NO RESPONSE REPLY</p> <p>If you <u>do not</u> want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.</p> <p><input type="checkbox"/></p>	
COMPANY NAME:	DATE:
MAILING ADDRESS:	
CITY/STATE:	ZIP CODE:
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE OF AUTHORIZED REPRESENTATIVE:	
EMAIL:	PHONE:



CITY OF DUBUQUE PLANNING SERVICES DEPARTMENT

REQUEST FOR PROPOSAL

**Professional Services for an Update
to the City of Dubuque's Unified Development Code**

RFP ORGANIZATION

The City of Dubuque Planning Services Department
Update to the City of Dubuque's Unified Development
City of Dubuque, Iowa

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Consultant Professional Services Request for Proposal

1.0 INTRODUCTION

The City of Dubuque Planning Services Department is soliciting competitive sealed proposals from qualified and experienced professional consulting firms or teams (Consultant) to update the City's existing Unified Development Code which includes the zoning code, the subdivision ordinance, and the historic preservation ordinance.

The current Unified Development Code (UDC) was adopted in 2009. Since its adoption, the UDC has been updated by City staff and through text amendment requests to address new issues, to reflect State-initiated regulation changes, and to accommodate growth and emerging trends. The City is now seeking a more thorough evaluation of the UDC to see that it is supporting the City Council goals and priorities, is in alignment with other City plans, and to ensure it is not serving as a barrier to development in the community.

The purpose of this Request for Proposal (RFP) is to outline the scope of work, describe information to be provided in the proposal, and share the process which will be used in selecting a successful Consultant to complete the project. The Consultant will be required to produce all products defined in the Scope of Work, with assistance from staff and the Project Team.

A link to the RFP and related documents is posted on the City of Dubuque website provided below. As well, you may sign up for bid notifications for the future on that page.

Request for Proposal website: <https://www.cityofdubuque.org/bids.aspx>.

2.0 PROJECT OBJECTIVES

Review of the City's current UDC and analyze and determine the strengths and weaknesses of the existing code, and the extent to which the current code acts as a barrier to efficient development. This update is not intended to be a complete rewrite of the existing code. The City believes the current document provides a solid foundation, however, updates and enhancements are necessary to eliminate inconsistencies and incorporate zoning code best practices.

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The City of Dubuque Planning Department primary goals and expectations for the update include:

- To consider the 2017 Imagine Dubuque Comprehensive Plan, the Equitable Poverty Reduction & Prevention Plan, and other City plans, special purpose areas, overlay districts, and standards and policies to inform the code update;
- To remove barriers to the creation of housing of various types and affordability;
- To research and consider topics mentioned in zoning reform discussions, such as changing demographics, parking, housing, flexible uses, and bulk regulations;
- To clarify certain aspects of the code inconsistencies that are ambiguous or conflicting;
- To streamline certain processes and provide options for administrative waivers;
- To consider certain aspects of the code that have led to frequent requests, such as special exceptions and variances;
- To consider issues raised through community feedback, including the Developer's Roundtable (a public-private development ad hoc committee); and
- To comply with legislation from the State of Iowa.

3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city chartered in 1837, Dubuque is a community well known for its historic and architectural beauty. The city is over 30 square miles in area, with a population of nearly 60,000 persons. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education, and employment center for the tri-state area. Tourism continues to be a major economic force in the community. The City website is www.cityofdubuque.org.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning and revitalization are long-standing priorities of the City Council. A summary of current City Council goals and priorities can be found here: www.cityofdubuque.org/councilgoals.

The City's Unified Development Code regulates zoning, subdivision, signs, site development, and historic preservation. The UDC's coordinated regulations facilitate development, enhance neighborhood quality, and support City goals. The UDC promotes urban design and mixed-land use through diverse commercial, recreational, educational, and residential uses. The current UDC regulations can be accessed through the link below: https://codelibrary.amlegal.com/codes/dubuqueia/latest/dubuque_ia/0-0-0-13151

4.0 PROJECT SCOPE OF SERVICES

The following outline describes the minimum components which should be included in the scope of services.

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In preparing a response to this RFP, Consultants should describe the means or strategy by which they would satisfy the scope of services. The final scope of work will be negotiated with the selected consultant or consultant team. The City will evaluate submitted proposals and award a contract to the selected Consultant based on the best overall proposed solution, considering each individual section listed below. The City encourages proposals from Consultants that are Women/Minority Businesses Enterprises (W/MBE).

The City's Project Team will be made up of staff members across departments that are assisting with different portions of the project and a representative from Greater Dubuque Development Corporation:

- Wally Wernimont, Planning Services Director
- Shena Moon, Associate Planner
- Chris Happ Olson, Assistant Planner
- Jason Duba, Assistant Planner
- Travis Schrobilgen, Assistant Planners
- Matt O'Brien, Planning Technician
- Dawn March, Purchasing and Safety Coordinator
- Jason Lehman, Assistant City Attorney
- Nate Kiefer, Professional Land Surveyor
- Nathan Steffen, Civil Engineer I
- Mike Belmont, Housing & Community Development Assistant Director
- Ian Hatch, Economic Development Assistant Director
- Gisella Aitken-Shadle, Chief of Equity & Human Rights
- Rick Dickinson, President & CEO [Greater Dubuque Development Corporation]

4.1 – Project Management & Accounting

4.1.1 The Consultant shall identify one person to serve as the Project Manager. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule, and budget are being adhered to at all times for the duration of the project. Additionally, the Project Manager shall serve as the primary point of contact for all exchange of information between the City and the Consultant.

4.1.2 Process all payment requests for the project, maintain the budget for the project, and provide monthly status updates to the City of Dubuque Planning Services Department.

4.2 – Project Manager Deliverables

The following is a list of requirements which shall be met throughout the contract period.

4.2.1 The Project Manager shall submit an updated electronic copy of the project schedule at each progress meeting.

4.2.2 The Project Manager shall submit the project progress report at progress meetings and with each monthly invoice.

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4.2.3 The Project Manager shall shepherd the project, with support from the Project Team and stakeholders, from inception, through City Council approval(s), and codification.

4.3 – Project Coordination and Communication

4.3.1 Administer any change orders that may come up in the project. All change orders need approval from the Project Coordinator prior to executing the change order.

4.3.2 Maintain all records for the project. Provide a copy of all records to the Planning Services Department.

4.3.3 Coordination with City Staff: The Consultant will participate in multiple coordination meetings with the Planning Services Department of the City of Dubuque and the Project Team to review progress. (see project timeline, Appendix E)

4.3.4 Miscellaneous Coordination: The Consultant will work with the Planning Services staff and members of the Project Team to gather data and input and carry out the project.

4.4 – Stakeholder Engagement

4.4.1 The Consultant will engage the community, including stakeholders, staff, and elected/appointed officials through various methods such as presentations, workshops, surveys and social media. Strong communication (oral and written) and presentation skills are required.

4.4.2 It is anticipated that the Consultant will lead public meetings and attend/be present to City Council in a series of work sessions. Proposals should include the following:

- Community Engagement Process
- Required review by City Council (in-person work sessions)
- Frequency for meeting with Technical Advisory Committee
- Developer’s Roundtable (The consultant shall conduct a minimum of one (1) meeting with this stakeholder group.)
- City staff will coordinate the input from commissions, committees and boards, including but not limited to:
 - Long Range Planning Advisory Commission
 - Zoning Board of Adjustment
 - Zoning Advisory Commission
 - Historic Preservation Commission
 - Housing Commission
 - Resilient Community Advisory Commission
 - Development Review Team

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4.5 – Schedule

4.5.1 The project schedule shall meet the needs of the project scope. A timeline overview is provided below.

Suggested overall timeline:

April 3, 2024	City issues RFP
April 18, 2024	Consultant questions due to City
April 22, 2024	Q&A published by City to Consultants
April 26, 2024	Proposal due by 12:00 p.m. CDT
May 2024	Consultant interviews
June 2024	Selection presented to City Council
July 2024	Contract awarded
August 2024	Notice to proceed
March 2026	Completion

4.5.2 The Consultant shall provide a recommended schedule for the completion of the project through award of contract, construction, and project closeout.

5.0 USE OF CITY RESOURCES

5.1 - Use of City Resources for the RFP Preparation

All information requests during the RFP process shall be directed to the City’s Project Coordinator as detailed in Section 7.0 of this RFP. Consultants should note that directly contacting other City of Dubuque staff or any of the Project Team members shall be considered inappropriate and grounds for disqualification, except in the case of following the protocol outlined in Section 7.0.

5.2 - Material Available for the RFP

5.2.1 A link to the RFP and related documents is posted on the City of Dubuque website: <https://www.cityofdubuque.org/bids.aspx>. Additionally, the documents can be requested by contacting Project Coordinator Wally Wernimont at wwernimo@cityofdubuque.org.

5.2.2 Relevant and referenced information in this plan are in the following locations:

- City of Dubuque’s Unified Development Code, <https://www.cityofdubuque.org/1209/Unified-Development-Code>,
- 2017 Imagine Dubuque Comprehensive Plan <https://www.cityofdubuque.org/2432/Imagine-Dubuque>,
- Equitable Poverty Reduction & Prevention Plan <https://www.cityofdubuque.org/2974/Equitable-Poverty-Reduction-Prevention-P>,
- Arts & Culture Master Plan <https://www.cityofdubuque.org/2269/Arts-Culture-Master-Plan>,

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- Community Climate Action & Resiliency Plan
<https://www.cityofdubuque.org/1374/50-by-2030-Plan>,
- Interactive Zoning and Historic District Maps
<https://www.cityofdubuque.org/2912/Interactive-Maps>.

5.3 - City Resources Available to the Selected Consultant

The City will make its ArcGIS Pro mapping and data analysis capabilities available for this project as well as assistance from the Planning Services Department. Digital aerial photos of the City of Dubuque were last taken in Spring 2022 and we anticipate an update in Fall 2024.

6.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this RFP excluding any cost information which shall be included in a separate sealed envelope or electronic file labeled "Project Cost Estimate". The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Table of Contents

Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

Profile of Consultant

Provide general information about the Consultant, along with its area(s) of expertise and experience as it relates to this RFP. Describe the experience and success of the Consultant in performing similar projects. State the description of the Consultant, the size of the Consultant's professional staff, and the location of the office from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with subconsultants.

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Scope of Services

Describe the means or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed below in “Fees and Compensation”.

Include a basic work plan for each strategy that delineates the Consultant’s approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The Consultant should indicate in the work plan those aspects that might be completed by City staff.

Highlight any parts of the work plan that will reflect the Consultant’s unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project.

Consultant Team Qualifications

Provide the names of all members of the consultant team associated with this project. Specifically identify the supervisory and management staff including principals, the Project Manager, and technical experts who would be assigned to this project. For each consultant team member, provide their qualifications and experience. Include any training and relevant continuing and professional education.

Include a flow chart that shows the communication path between the City and Consultant. Include all consultant team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultant staff on the consultant team flow chart.

If applicable, provide the name and location of other subconsultants that would be included in a Consultant team and the approximate percentage of the work that would be performed by each of these Consultants. Provide the qualifications and experience of all subconsultant staff working on the project.

In submitting the Proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, subconsultants, and other consultant team staff may be changed in accordance with the requirements described in *Substitution of Consultant Team Members* in *Appendix C – City of Dubuque Contract Terms and Conditions*.

Describe the experience and success of the consultant team members in performing similar projects. Specifically list any experience and success completing code drafting and updates for municipalities similar to Dubuque and/or within the State of Iowa.

References

Include at least three (3) client references (including individual contact names and telephone numbers) for similar or relevant projects that have been completed by the Consultant in the last five (5) years. List the names of individuals on the consultant team proposed for the Dubuque project who have worked on the referenced projects.

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Understanding of Final Contract Terms

The Consultant should provide a statement that indicates they have read and understand *Appendix C – City of Dubuque Contract Terms and Conditions* and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in their submitted Proposal.

Certificate of Insurance

The Consultant shall provide a confirmation obtained from their insurance provider demonstrating their ability to meet the requirements of the said Schedule J, included in Appendix D of this RFP. Consultants shall also confirm that they will meet the requirements of Schedule J should they be awarded the contract.

Proposed Project Schedule

Provide a project schedule for each strategy. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

Fees and Compensation

The City of Dubuque has a budget not to exceed \$100,000 to complete the scope of this project. The City of Dubuque will separately incur the cost of the legal notices required by law for this project.

Consultants should provide a fixed cost not to exceed the City's budget for the project. All expenses shall be included in the budget, including travel, community engagement, and printing. The project shall be billed based on a percentage complete at the time of billing. The cost proposal should roughly breakdown costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Quotation of fees and compensation shall remain firm for a period of at least 120 days from the RFP submission deadline.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the earned value based on the percentage of work completed as reported in monthly project report updates and invoicing.

Method of Submittals: Submittals shall be in two parts: the proposal and the budget, each submitted separately in PDF. Initial screening will be done without viewing the Consultant's proposed costs and related information.

7.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit your requests in writing to the City's designated Project Coordinator. The City has used considerable efforts to ensure an accurate representation of information in this RFP, however, should there be inaccuracies, questions, or concerns, we invite Consultants to

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reach out to the Project Coordinator. Each Consultant is responsible to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this proposal must be received on or before 9:00 a.m. (local time) on Thursday April 18, 2024. Any inquiries received after this date will not be answered. When submitting a question to the Project Coordinator, please include the appropriate Consultant contact information. A copy of all blind questions and their answers will be provided to all registered Consultants on Monday April 22, 2024 via the bidding notification system in order to provide all Consultants with consistent information.

From the date of issuance of the RFP until final City action, the Consultant shall not discuss the RFP with or contact any other City of Dubuque employees or any of the Project Team members regarding the subject matter of this RFP, except as expressly authorized by the Project Coordinator identified in this Section. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant's proposal.

Project Coordinator contact information is as follows:

Wally Wernimont, Planning Services Director
City of Dubuque
Planning Services Department
50 W. 13th Street
Dubuque, IA 52001
Phone: 563.589.4210
E-mail: wwernimo@cityofdubuque.org
For e-mail questions, use subject: RFP Q&A

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to understand the current Unified Development Code, related City plans and standards previously mentioned (see section 2.0), and to verify any representations made by the City upon which the Consultant will rely.

Each Consultant is required to submit an electronic copy of their proposal via email by the deadline of Friday, April 26, 2024 at 12:00 pm CDT.

PROPOSAL SUBMITTAL INFORMATION

Submittal Contacts:

Wally Wernimont, Planning Services Director wwernimo@cityofdubuque.org
Departmental email planning@cityofdubuque.org

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REQUIRED DOCUMENT SUBMISSIONS FOR THE RFP

Email Submittal	Format	Deadline	Delivery method
Transmittal letter	Portable Document Format (PDF)	April 26, 2024 12 p.m. (noon, Central time)	Email to: wwernimo@cityofdubuque.org planning@cityofdubuque.org
Project proposal and addenda			(Email shall be generated from the email account of the officer of the Consultant who is authorized to legally bind the Consultant to its provisions.)
Cost proposal	Separate (PDF) Portable Document Format		

Each Consultant shall submit one copy via email, using the deadlines, methods and formats outlined in the submittal chart referenced immediately above. Proposals should not include any pre-printed or promotional materials. **Please make attempts to keep proposals to less than 30 pages total.** The City can receive up to 25MB file size via a single email.

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. In regards to insurance, please submit your confirmation demonstrating your willingness to meet the terms of Schedule J, as well as a confirmation obtained from your insurance provider demonstrating your ability to meet the requirements of the said schedule. Said Schedule J is located under Appendix D. It is solely the Consultant’s responsibility to ensure that you have reviewed all addendums to this RFP before submitting the proposal.

The proposal document shall be signed by an officer of the Consultant who is authorized to legally bind the Consultant to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than one hundred twenty (120) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. It is recommended that the Consultant follows up with the Planning Services Office to confirm delivery. Any proposals not meeting the submittal deadlines will not be considered and will be returned to the Consultant. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by Consultants that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFP, we request that the Consultant complete the “Receipt of Proposal Acknowledgement”– “No Response Reply” information contained on the first page of this

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document and return it to the City's Project Coordinator by email so the City can ensure that each Consultant received this Request For Proposal.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,



Wally Wernimont, Planning Services Director
Planning Services Department
The City of Dubuque
Project Coordinator



**Professional Services for an Update
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April 3, 2024

Appendix A

Consultant Evaluation and Selection Process

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EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. The Project Team will review qualifying proposals and select Consultants for placement on the consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in urban planning and land use regulation; evaluation, updating, and administration of land use regulations; land use law; the development of city zoning, subdivision, and historic preservation codes:
 - a. Qualifications and experience of the Consultant and any subconsultants.
 - b. Demonstration of the professional expertise and technical abilities of the consultant team members.
 - c. If a joint venture with subconsultants, any track records of the Consultant's experience working with each referenced subconsultant.
 - d. Experience of the Consultant working on municipal projects, especially in Iowa.
2. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Ability of Consultant to demonstrate initiative, motivation, and knowledge of the City of Dubuque.
 - c. Creativity and problem-solving ability.
3. Experience of engaging stakeholders in the process:
 - a. Experience with public input facilitation.
 - b. Diplomatically translating stakeholder input into UDC standards and/or criteria.
4. Responsiveness and compatibility between Consultant and City:
 - a. General attitude and ability to communicate.
 - b. Ability to listen, be flexible, and to follow and implement directions, ideas, and concepts.
 - c. Overall success of past projects completed for the City of Dubuque, if applicable.
5. Quality and completeness of the written proposal and services offered:
 - a. The proposal should clearly demonstrate an understanding of the City's overall objectives for the project.
 - b. Ability to produce high quality documents that are user-friendly with high quality graphics.
 - c. Ability to make high quality oral and visual presentations.
6. Proposed schedule required to complete project.
7. Proposals from Women/Minority Businesses Enterprises (W/MBE) are encouraged.

The Project Team will interview the short-listed Consultants. Proposal cost in relationship to the services offered will be evaluated following the initial review of proposals and the criteria outlined above. Reference checks will be conducted as appropriate. Both the original submitted proposal and the results of the Consultant interviews, reference checks, and costs proposals will be used to select the final Consultant for the project.

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SELECTED CONSULTANT

Upon the completion of the evaluation of the proposals, the Project Team will recommend to the City Manager, who will then make a recommendation to the City Council, the awarding of a contract to the highest ranked Consultant. The Project Team will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

If a contract, satisfactory and advantageous to the City, can be negotiated at a price considered fair and reasonable, the award shall be made to that Consultant. Otherwise, negotiations with the Consultant ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on, until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the Project Team shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract or request the City Council make a final determination to award and execute the contract with a Consultant.



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April 3, 2024

Appendix B

RFP Rules and Protest Procedure

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MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Consultant exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Consultant who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.



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April 3, 2024

Appendix C

City of Dubuque Contract Terms and Conditions

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CITY OF DUBUQUE STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that

City of Dubuque Insurance Requirements for Professional Services

are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Contractor’s bid is based on an “all or none” condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City’s “No Gift” standard. The “No Gift” standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

City of Dubuque Insurance Requirements for Professional Services

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor..

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy.

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUBSTITUTION OF CONSULTANT TEAM MEMBERS – The Project Manager must notify the Project Coordinator within no more than seven (7) days of a change of any team member(s), including subconsultants. Replacement of the consultant team member(s) is subject to review and approval by the Project Coordinator.

City of Dubuque Insurance Requirements for Professional Services

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.



**Professional Services for an Update
to the City of Dubuque's Unified Development Code**

April 3, 2024

Appendix D

Insurance Requirements
Schedule J

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. The Consultant shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) **COMMERCIAL GENERAL LIABILITY**

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

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

B) **AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

OR

INSURANCE SCHEDULE J (continued)

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

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

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

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

If the required policy provides claims-made coverage:

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

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

Yes No

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

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City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

End of Insurance Schedule J