



BLACK HAWK COUNTY HUMAN RESOURCES DEPARTMENT

316 E. 5th Street Waterloo, IA 50703

Phone: (319)833-3009 Fax: (319)833-3144

<https://www.blackhawkcounty.iowa.gov/296/Human-Resources>

August 23, 2022

BLACK HAWK COUNTY REQUEST FOR PROPOSAL

CLASSIFICATION AND COMPENSATION STUDY

Introduction

Black Hawk County (“County”) is requesting proposals for professional consulting services to conduct a Countywide Employee Classification and Compensation Study as described herein. Previous experience with public sector agencies is preferred. Although the intent is to award the study to one proposer, the County reserves the right to award one or multiple contracts based on the experience, qualifications, and proposals that best meet the scope of work outlined in this RFP. Black Hawk County encourages proposals from minorities, women, and disadvantaged business enterprises.

This entire document, including all attachments, shall be considered as binding, part of the contract, and must meet or exceed the specifications set forth in this Request for Proposal.

Schedule

Dates and times subject to change at Black Hawk County’s discretion.

RFP Release: TUESDAY, AUGUST 23RD, 2022

Proposal submittal due: FRIDAY, SEPTEMBER 23RD, 2022 @ 2:00 P.M.
Black Hawk County Human Resources
Attn: Amanda Fesenmeyer
316 E. 5th St., Rm B-37B
Waterloo, IA 50703

Award of contract: TUESDAY, OCTOBER 4TH, 2022
during the Black Hawk County Board of Supervisors meeting,
Black Hawk County Courthouse, 316 E. 5th St., Rm.201,
Waterloo, IA., 50703. Meeting begins at 9:00 a.m.
(The above is to be considered a tentative date.)

Completion of work: TUESDAY, JANUARY 31ST, 2023

Background and General Information

The County has approximately 400 employees who provide a wide scope of public services. The Board of Supervisors is the County's legislative authority. There are six offices headed by elected officials and nine departments headed by appointed directors/department heads. The County is committed to creating and fostering a workplace that is diverse and inclusive and we want to ensure our classification and compensation practices enhance workforce equity, while remaining competitive. The County also strives to structure work to provide the best service to the community while being good stewards of resources.

The County has approximately 115 classifications across fifteen departments and offices. The Human Resources Department administers a variety of pay plans, which include:

- Union Represented Groups
 - PPME (Range & Step):
 - Clerical, General Courthouse
 - Teamsters (Range & Step):
 - Deputy Sheriffs, Jail Operations, and Dispatch
 - Secondary Roads and Maintenance
 - ASFCME Pay and Classification Plans (Range & Step):
 - Attorneys
 - Conservation
 - Public Health

- Non-union Groups
 - Non-bargaining Pay and Classification Plan (Min/Max range spread, overtime eligible and exempt)
 - Non-bargaining Sergeant (Sheriff) Pay and Classification Plan (Range & Step, overtime eligible)
 - Department Head/Management Plan (Min/Max range spread, overtime exempt)

Classification and wages for bargaining employees is determined through union negotiations. The current contract for unions is set to expire on June 30, 2024, and negotiation sessions will not take place until after July 1, 2023.

In 2021, the County completed a market study in response to recruiting and retention concerns of the classifications within the law enforcement agency. The study included the public safety bargaining union (Booking Clerks, Detention Officers, Dispatchers Master Control Technicians, and Sheriff Deputies), non-bargaining supervisory (Sergeant), appointed administration (Lieutenant, Captain) and elected official (Sheriff) classifications.

The County's current classification and compensation plan for non-bargaining employees is based upon the "Factor-Point Evaluation and Classification Plan" adopted by the County in 1981. Many of the positions evaluated at that time have been reviewed and updated when necessary. Overtime, new positions have been created and incorporated into the plan. Other positions have been eliminated. Since the plan was adopted, inequities and compression have developed, and the criteria and weighting of various factors of the system need to be re-evaluated and updated.

Goals and Objectives

The purpose of the Classification and Compensation Study is to evaluate the County's existing job classification and compensation programs and provide viable options and strategies that would enhance the County's ability to attract and retain a highly qualified and motivated workforce over the next five to ten years.

The County's objectives are to:

1. Effectively recruit diverse and qualified candidates;
2. Enhance employee retention with competitive wages based on responsibilities, knowledge and skills;
3. Reduce pay inequities, ensure equal pay for equal work;
4. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
5. Provide salaries commensurate with assigned duties and provide justifiable pay differential between individual classes;
6. Clearly outline promotional opportunities and provide recognizable compensation growth;
7. Maintain a competitive position with other comparable government entities and public sector employers within the same geographic areas.

All work will be done with regular involvement of the Human Resources Department. Department Heads and other key personnel will be involved as necessary. Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected. Presentation to the Board of Supervisors upon completion of the project is also expected.

Scope of Services

A responsive proposal will include a proposed methodology, approach, timeline, and costs that would accomplish the following outcomes:

1. Provide for a comprehensive evaluation of every job within the County to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
2. Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using an evaluation system.
3. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable municipalities as required.
4. Identify potential pay compression issues and provide potential solutions.
5. Analyze and recommend changes to the present compensation structure to meet market analysis. This recommendation may include recommendations for individual positions as well.
6. Review existing classification and compensation policies and provide recommendations for additions, changes and deletions; including cost of living and merit pay increases to maintain competitiveness, reward employees, and to ensure internal pay equity. When necessary, create language that is appropriate and applicable.

A. Classification Study

1. Consultant to review the County's current classification system and recommend revisions to job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications, required skills, knowledge and abilities, working conditions, and licensing/certification or regulatory requirements as needed.
2. Consultant's evaluation should include an assessment that classifications accurately reflect the value of different kinds of work and do not have a discriminatory effect in regard to race, color, creed, sex, age, national origin, religion, sexual orientation, gender identity, marital status, or mental or physical disability.
3. Consultant to conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
4. Consultant to identify career ladders/promotional opportunities as deemed appropriate.
5. Consultant to present proposed recommendations to the Human Resources Department for review prior to making any final classification determinations.
6. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
7. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
8. Consultant to provide a straightforward, easily understood, maintenance system that Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

B. Compensation Study

1. Consultant to review current compensation plans (bargaining and non-bargaining salary grade levels, steps, ranges and available benefits) and understand current challenges in recruiting and retaining employees.
2. Consultant to recommend and identify a consistent and competitive market position that the County can strive to maintain.
3. Consultant to recommend comparable labor markets, including both private and public sector employers for compensation survey.
4. Consultant to develop and conduct a comprehensive compensation survey.
5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new or modified salary structure based on the results of the survey and best practices.
6. Consultant to develop guidelines to assist hiring managers with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.

7. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.

8. Consultant to conduct a compression analysis to include any recommendations for implementation.

9. Consultant to make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting/interim assignment pay.

C. Study Conclusion

1. Consultant to prepare a written final report of recommendations, including a discussion of methods, techniques, and data used to develop the classification and compensation plan.

2. Consultant to recommend implementation strategies and prepare an analysis of the financial impact for various implementation scenarios of the new classification and compensation plan.

3. Consultant to provide instructional information and instructions that allows Human Resources to conduct individual salary audits and recommend adjustments consistent with study methods and overall pay plan recommendations.

4. Consultant to conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be spread out in the proposal. Consultant to provide implementation support and training, as needed.

5. Consultant to attend meetings, if requested, throughout the process with employees, Human Resources and/or designated staff, and the Board Supervisors to explain the methodology, survey results, and recommendations.

Resources

The County will provide copies of all pay ranges, classifications, and any other available in-house information requested by the selected consultant that may be required to complete the study.

Current pay scales and union contracts may be viewed on the County's website at:

<https://www.blackhawkcounty.iowa.gov/309/Non-Bargaining> and
<https://www.blackhawkcounty.iowa.gov/314/Union-Contracts>

Proposal Format and Requirements

The offeror shall submit one original and one electronic version of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

A. Entity and Address

Identify who will be the project manager and key staff assigned, if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation. List the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

B. Statement of Methods and Procedures

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

C. Management Synopsis

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

D. Structure and Content of Work Product

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to the County as long as the minimum requirements set out in this RFP are met.

E. Work Schedule

Provide a proposed implementation schedule to indicating tasks required and the start and completion dates for each. Include specific milestones to meet a completion date of January 31, 2023. It is expected that the work will commence as soon as possible after the contract is awarded.

F. References

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

G. Cost of Services

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because Offeror is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered.

H. Final Product

Provide a statement that the proposer agrees to:

1. Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the Human Resource Director.
2. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium; and

3. Appear at a scheduled Board meeting to discuss the recommendations and final report.

I. Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which may be considered essential or benefitted by the firm. These services should be priced separately from “G” above and shown here.

Criteria and Selection Process

The firm or consultant will be selected following a review, ranking, and recommendation by a committee consisting of the Human Resources Director and designated HR staff. The committee may require an interview of the top proposers to be held remotely or in-person. After the committee has reviewed the proposals, final selection will be determined and presented to the Board of Supervisors for approval. The successful firm or consultant will be required to enter into an agreement for professional services with the County.

A. Award Criteria

The County reserves the right to award a contract, based on initial proposals received from contractors, without discussion and without conducting further negotiations. The County may also, in its sole discretion, initiate further discussions with contractors that it deems to fall within a competitive range. Award shall be based on the best overall proposal taking into consideration the following factors:

Criteria	Point Value
Methodology: Specific plans or methodology to be used to perform the services. Includes the ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with the scope of services.	35
Qualifications and Experience: Qualifications and experience of service provider staff to be assigned to perform the services. The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The firm must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the County. Offerors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience.	30
Strength of overall proposal: Overall proposal submitted specifically addresses the County’s request including the basic approach and understanding of the County’s objectives. Quality and thoughtfulness of the written proposal.	15
Price: The ability to provide a cost-efficient service, including firm’s ability to utilize existing information in order to reduce initial and future costs of services. Cost will not be the sole deciding factor in the selection process but will be considered in the case of this RFP.	10
References, credentials and/or recommendations from past clients.	10
Total Points Possible:	100

The County shall not be deemed to have finally selected a contractor until a contract has been successfully negotiated and signed by both parties.

General Terms and Conditions

Attachment A – General Terms and Conditions – is made a part of this RFP, and the terms of this RFP, inclusive of the General Terms and Conditions set forth under Attachment A, shall be a part of any contract entered into pursuant to this RFP.

Insurance Requirements

The firm shall maintain adequate liability insurance in form(s) and amount(s) sufficient to protect Black Hawk County, its agencies, its employees, its clients and the general public against loss, damage and/or expense related to performance under this agreement.

The firm shall provide a Certificate of Insurance pursuant to all the requirements set forth in Attachment B, which shall be made a part of any contract entered into pursuant to this RFP.

In the event the insurance coverage is canceled or modified in any way, Black Hawk County must be notified immediately. If at any time during the contract period the firm fails to maintain the minimum insurance coverage, the contract may be canceled at Black Hawk County's option. There shall be no cost to the County for any required insurance coverage or certification.

General Information

The County's website is <https://www.blackhawkcounty.iowa.gov/>. The County's current budget can be found on the County's website.

Questions

Questions pertaining to this document should be submitted via e-mail with "Questions about Salary Survey" in the subject line, by 2:00 p.m. September 12, 2022 to afesenmeyer@blackhawkcounty.iowa.gov. Answers to questions will be provided in the form of an addendum on September 19, 2022.

Submittals

Emailed/Sealed proposals must be received by the Black Hawk County Human Resources Department no later than 2:00 pm CST on Friday, September 23rd, 2022. Hard copy proposals may be mailed or hand-delivered to:

Label "RFP: Classification and Compensation Study"

Black Hawk County Human Resources
ATTN: Amanda Fesenmeyer
316 E. 5th St., Rm B-37B
Waterloo, IA 50703

It is the firm's responsibility to ensure the proposal is received prior to the acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

Limitations

This request for information does not, under any circumstance, commit the County to pay any costs incurred by any proposer in the submission of qualifications. The proposer is responsible for all costs associated with response to this request.

All proposals submitted in response to this Request for Proposal become the property of the Black Hawk County Government. The County reserves the right to accept or reject any or all proposals received or to cancel this Request for Proposal in part or in its entirety. After proposals are reviewed, the County will select the proposal in the best interest of the County.

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word "COUNTY" refers to the COUNTY OF BLACK HAWK, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL NOT BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, 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. The County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
10. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless the County of Black Hawk, its officers, and its employees, the United States Government, FEMA, and the State of Iowa, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
12. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the

County, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.

13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The County reserves the right to reject any or all Bids. The County 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 County.
14. **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.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.
16. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
19. **MISCELLANEOUS** - The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.
20. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the County.
21. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
22. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.
23. **TERMINATION OF AWARD FOR CONVENIENCE** - Either party may terminate the award at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. **FORCE MAJEURE** - For the purpose hereof, 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. 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.
 - b. The party who is prevented from performing by force majeure (i) 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 (ii) shall remedy such cause as soon as reasonably possible.
25. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.
 26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap. Firms submitting bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four."
 27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
 28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
 29. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
 30. **METHOD OF AWARDING/QUOTING** - The County reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the County may consider your bid non-responsive and reject the entire bid.
 31. **TAXES** - The County of Black Hawk is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
 32. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law." By submitting any document to the County of Black Hawk in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of Black Hawk and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County of Black Hawk and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Black Hawk arising from any bid opportunity.
 33. **PURCHASE ORDER** – Purchase Orders will not be issued from the County of Black Hawk
 34. **NO GIFT STANDARD** - The County of Black Hawk is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "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 County employee and not available to the general public, regardless of the value.
 35. **ACCURACY OF BID** – It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and the work to be done. Accuracy is the bidder's responsibility.
 36. **COMPANIES OWING DEBT TO BLACK HAWK COUNTY** – Any business entity (including individuals, partnerships, corporations and including subcontractors) who are indebted to Black Hawk County will be further reviewed and such debt could result in denial of bid.

ATTACHMENT B
MINIMUM INSURANCE REQUIREMENTS

- A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:
1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate.
 2. The County reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars (\$15,000,000) from bidders, should the project represent an elevated hazard level to the County as determined by the Black Hawk County Board of Supervisors.
 3. Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
 4. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
 5. Umbrella Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000).
- B. Should the bid require design elements (i.e. architectural, engineering, or professional system designs), the outside party may be required to carry professional errors and omissions coverage with a limit for each claim of not less than One Million Dollars (\$1,000,000).
- C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party's responsibility to provide proof of its carrier's rating.
- D. The outside party shall agree to the following:
1. Black Hawk County will be named as an additional insured with respect to all casualty insurance policies.
 2. Certificate of insurance will be submitted to Board Office with the contract and shall include a thirty-day notice of cancellation provision. The contract will not be signed until the proof of insurance has been approved.
 3. If the outside party fails to perform any of its obligations under the County's Insurance and Policy Requirements, Black Hawk County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.
 4. Hold Harmless Agreement – The outside party shall indemnify and hold harmless Black Hawk County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:
 - a. Is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom.
 - b. Is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 - c. Each contract/agreement shall contain the following language (when applicable):
Contractor/Permittee/Licensee agrees that for all work done in the county road right of ways, easements and county property, it shall be solely responsible for work zone safety and shall hold the County harmless and agree to indemnify the County for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project.
5. Contractor must carry \$50,000.00 in crime coverage insurance, naming Black Hawk County as additional insured.