



BLACK HAWK COUNTY RECORDER

Request for Proposal (RFP)

For

Recorder Information Technology Services

Date: December 12, 2023

Contact: Sandie L. Smith, County Recorder
316 E 5th St
Waterloo IA 50703
ssmith@blackhawkcounty.iowa.gov

Proposal Submittal Due by: January 16, 2024

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STATEMENT OF INTENT

It is the desire of the Black Hawk County Recorder's office to implement a "State of the Art" automated and fully integrated Recording System for the management, receipting, indexing, imaging, and archival and retrieval of official documents.

BACKGROUND

Black Hawk County is located in east central Iowa. The 2020 census places the county population at 131,144. The elected county board of supervisors manages the county budget and makes policy decisions. The county also has an elected attorney, auditor, recorder, sheriff, and treasurer. The county government's responsibilities range from roads and bridges to human services, law enforcement, parks, and natural resources. The County contains nine cities: Cedar Falls, Dunkerton, Evansdale, Elk Run Heights, Gilbertville, Hudson, LaPorte City, Raymond, and Waterloo, along with portions of Jesup and Janesville. Waterloo is the county seat of Black Hawk County and most of the county government offices are located there.

The office of County Recorder was created in 1839. The basic duty of the County Recorder is to maintain official records of documents affecting title to real estate to preserve property rights. A Recorder is a preservationist and archivist and must adopt new technologies to maintain and convert information to formats which are accessible to businesses and citizens.

Black Hawk County records approximately 25,000 real-estate documents per year. Nearly half of all the documents recorded each year are e-filings. Our recording process consists of receipting, scanning, completing, and verifying. Except for military records, all current documents are available on our Recorder's website for viewing and printing at no fee to the customer.

EVALUATION OF PROPOSALS

The County reserves the right to reject all proposals and re-open the proposal process if necessary. The County reserves the right to waive any informalities or irregularities in the proposals and to grant exceptions to any specification which does not materially affect the intent of the proposal.

By supplying a reference or customer list, the vendor gives the County permission to contact any or all firms provided as references for information about the product(s) installed, service(s) supplied, and satisfaction with the vendor. This information will be used in the RFP evaluation process.

The County will evaluate the proposals using multiple criteria to identify the best suited solution. While overall cost is important, it is only part of the determining factors. To determine the suitability of the requirements of the County, the County's analysis will include, but is not limited to the following:

PROFESSIONAL QUALIFICATIONS – 20%

- Adequacy of resources, including personnel, facilities, equipment, financial stability, and other related factors.
- Demonstrated ability to respond to disaster recovery and/or business continuity situations.

PROPOSED WORK PLAN- 30%

- Data preparation, conversion, software installation, training, and customer support.

COST PROPOSAL – 25%

- Cost of the support proposal

PAST EXPERIENCE WITH SIMILAR PROJECTS – 25 %

- Vendor's experience and success in conducting similar work with similarly sized clients.
- Vendor's experience and success in working with other governmental entities.

INQUIRIES

Any questions regarding this RFP must be submitted by **January 11th, 2024** via email to the contact person below.

Sandie L. Smith
Black Hawk County Recorder
316 E 5th Street
Waterloo IA 50703
319-833-3171
ssmith@blackhawkcounty.iowa.gov

BID/PROPOSAL SUBMISSION

Bids may be mailed, or hand delivered to:

Black Hawk County Recorder
Sandie L. Smith
316 E 5th St – Room 208
Waterloo IA 50703

No later than 3:00 pm on January 16, 2024

Submissions must be signed by an official of the company authorized to bind the company to its provisions stated within. All proposing statements and costs must be valid for a minimum of 60 days from the date of submission.

INFORMATION REQUIRED

All proposals shall include the following information:

1. State the full name and address of the organization and, if applicable, of all branch offices and other entities that will perform, or assist in performing, this work.
2. Identify individuals who will perform work on this project by name and title.
3. Submit a list of at least 3 county-comparable references with similar sized installations. Include contact names and telephone numbers.
4. A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work as outlined in this Request for Proposal and the defined scope of services. The work plan shall define resources needed for each task and the staff person or sub-consultant completing the project element tasks.

Programmability

It is important for the Recorder's office to have the ability to share data with other county offices. How does your system allow the ability to share information with these offices?

Training

Describe the proposed training. Specify length of time, number of people to attend, types of training, topics covered and location. Describe optional or follow-up training and costs.

System Support

Describe the support for software included in the proposal.

Conversion of Existing Database

Existing data must be converted into the proposed system without loss of integrity of data. Please describe the conversion process and list 3 references of similar conversions from the existing Land Records offices you have performed similar work for.

REQUIRED CRITERIA FOR PROPOSED SOFTWARE

Please Respond to Criteria Below by Placing a (Y) or (N) to the Left of Each Number. Where asked or where desired please provide an explanation following the question.

(Y) = System is capable of the desired requirement.

(N) = System is not capable of the desired requirement.

RECEIPTING SYSTEM

1. Receive, and receipt hand-delivered, mail, or electronically delivered documents.
2. Maintain document order of arrival.
3. Record the operator ID for each transaction.
4. Provide an automatic user defined document fee calculation based on percentage, flat amount, and number of pages.
5. Provide an automatic distribution of fees to user defined accounts.
6. Provide pull down menus for user defined fields like document type, return address, party names, etc.
7. Calculate fees, receive payment, distribute payments and prepare deposit report.
8. Allow for receipt printing with detailed charges for each document/group.
9. Allow for an unlimited number of documents on a receipt.
10. Allow multiple tender options per transaction (i.e. any combination of cash, check, charge, etc.).
11. Allow various ways to accept payment, i.e. check, cash, credit card, escrow, etc.
12. Must have the ability to escrow accounts and keep track of the charges. Must alert the Recorder's office when the escrow amount is at a certain balance.
13. Accept over payments, refunds with specific tolerances.
14. Allow receipting of miscellaneous charges on the same receipt with the documents, or on a separate receipt.
15. Allow documents to be processed at multiple workstations simultaneously.
16. Must be able to add new document types without the aid of a programmer.
17. Must allow for user defined reports and can generate these without the aid of a programmer.
18. Generate and print daily, monthly, quarterly and year to date reports of the above-mentioned recorded receipts and transactions.
19. Must update the indexing software in real time to provide "up to the minute" inquiry of recorded documents in an unverified status.

20. Must have an Administration Security function to allow the Recorder the flexibility in changing user rights and overall management.
21. System must have the ability to auto assign the document number and print it on the document.
22. Ability to change fee amounts, override fees, overage, and refunds.
23. Ability to backdate document entries.
24. Need to have document description in calculate fees screen.
25. Must be able to credit an account.
26. Allow for batching of documents.

DOCUMENT RECORDING/INDEXING SYSTEM

27. System must have the ability to read scanned documents through the use of OCR technology to assist in the indexing and verification process.
28. OCR module must be fully integrated into proposed system (not an add-on module and at no additional cost without limitations).
29. Provide entry verification (re-key) functions for designated fields. Indicate discrepancies between data entered during indexing and re-key verification and permit correction.
30. Must be able to add new document types, frequent party names and plat codes without the assistance of a programmer.
31. Ability to free form notes and comments for each document.
32. Must generate a return-mailing label at time of recording document.
33. Must allow different levels of access, i.e., view only, view & print, view & change, add, etc. Allow changes or deletion of any record with proper authorization.
34. Must support document type, number of pages, recorded date and time (hours/minutes/seconds), document creation date, document number, legal description including tract, subdivision, unit, lot, bldg, block, section, township, range; condominiums, legal remarks, parcel #, notes, reference #'s, return address.
35. Provide interface capability to other County Departments to facilitate integration of work process automation beyond the Recorder's office.
36. Provide private vendors limited access to the system. Functions allowed would include search, view, and print results. System will allow for billing these vendors for the services used.
37. Permit searches by any combination of index fields or document properties with print capability

38. Must allow users the ability to exit while indexing a document, perform a search, and return to complete the indexing process.
39. Scanned document images must display entirely while completing indexing entries.
40. Changes made to a document must be stored along with the document. This provides a complete history of the activity that occurred to a given document.
41. Security access. Security access refers to the fact that each user is assigned the ability to access certain features of the system. For example, one user might have the ability to index a document, but not change it.
42. Software must have the capability to accept and process E-Recording submissions for specific document types. Once processed, software must have the ability to send a notification back to the submitter informing them of the recording status. e-Recording catcher must be non-proprietary and PRIA compliant. The system must auto-generate document stamps, subtract fees from the appropriate account, auto-insert image and indexed information into the database.
43. Software must be designed to adapt to different office workflows. This ensures the software, not the office, can change to a desired workflow.
44. Ability to redact Social Security numbers or other sensitive information automatically or manually on documents. Redaction cannot permanently alter the document.
45. Ability to copy previous indexed information to a current document.
46. Must allow for re-key verification.

IMAGING SYSTEM

47. Accommodate duplex scanning.
48. Accommodate the average and peak volumes in the Recorder's Office.
49. Allow immediate access to scanned documents.
50. Store and display document images at a resolution of at least 300 dpi.
51. Retrieve and display document images and indexing data side by side.
52. Support zoom feature.
53. Support advancing to the next page within a document.
54. Support scrolling through the document in both directions.
55. Present documents in sizable window.
56. Output digital images & data for storage and archival purposes.
57. Ability to lighten or darken a scan.
58. Provide the ability to delete, rotate and straighten scans.

SEARCHING

59. Must have the ability to navigate between receipting\indexing and search mode without losing information from receipting\indexing screen. Program must not have multiple applications open to perform these functions.
60. Must allow broad searches with instant, easy to use search filters to assist in narrowing down the data.
61. Must allow emailing of document images from within the search module.
62. Must visually indicate if the documents within the search results were submitted via paper or electronically recorded.
63. Must allow searching of Rejected documents showing the original rejected document images along with the rejection's reasons.
64. Must allow searching of Restricted documents such as Military Discharges.
65. Completely describe flexibility of functionality of search criteria.
66. Any webpage through which the county documents are to be accessed, are to be compliant with Title II of the Americans with Disabilities Act within 180 days of the first date of service. Costs associated with ADA compliance shall not be borne by the County.

SERVICES AND SOFTWARE

67. Describe in detail the support your company offers, including number of employees, hours of operation, etc.\
68. Describe your ticketing process.
 - i. Do you accept phone calls?
 - ii. Do you require an email to initiate a support request?
 - iii. Do you require an online ticket to be created to initiate a support request?
 - iv. Please provide statistics related to the following:
 - a. How many tickets do you handle monthly?
 - b. If you accept phone calls, how many calls do you answer with a LIVE representative?
 - c. What's your average wait time to answer a call?
 - d. What's your average response time for email?
69. Describe your solution for Instant Verification (OCR capabilities). Please provide specific references of counties utilizing this functionality and estimated costs.
70. Describe your solution for Social Security Redaction (automated and manual). Please provide specific references of counties utilizing this functionality and estimated costs.

71. Describe your solution for e-Recording. Please provide specific references of counties utilizing this functionality if possible and estimated costs.
72. Summarize the functionality currently included in the latest release of your software. Not limited to e-Recording, SSN redaction, and remote access.
73. Describe the update\bug fix process. How often do you have new releases of your product? What is the process to get customers upgraded?
74. Describe in detail the functionality of your internet/remote access searching capability. Please provide estimated revenue from these products and references of counties using them.
75. Provide three (3) references of similar sized counties in Iowa utilizing your latest version of your software solution.
76. Please make note of any other products\services\software and the associated costs that could be utilized but have not been mentioned above.
77. Please provide a listing of the necessary hardware\software required for the successful implementation of your software.

System Security

78. Is your primary business PCI DSS compliant? If yes, what level?
79. Is your primary business authorized by the major Credit Card Brands to be a certified Payment Facilitator?
80. Does your primary business conduct annual Penetration Testing on your network? If yes, who conducted the Penetration Test over the last 2 years? Were there any findings in the Critical or High categories? If yes, what were they?
81. Please lay out a high-level overview of your business's network architecture.
82. Have you had a cyber event or network attack in the past 2 years? If yes, please describe what happened, down time, customer impact, etc.
83. Describe what you have done in the past 2 years to prevent a cyber-attack?
84. Describe your business continuity plan in the event of a disaster?
85. Describe your backup/DR overview and your procedures for testing your backup/DR procedures?

PRICING SUMMARY

Summarize upfront costs to convert, train, and install the software, and the ongoing annual maintenance costs that may apply.

Attachment A

GENERAL TERMS AND CONDITIONS

- 1. LANGUAGE, WORDS USED INTERCHANGEABLY** - The word "COUNTY" refers to the BLACK HAWK COUNTY RECORDER'S OFFICE and 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 project 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. The Iowa District Court shall have jurisdiction over any disputes that arise under any contract entered into pursuant to this Request for Bid.
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** - The County may terminate the award at any time by giving written notice to the successful Bidder 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 stated in your response on the Signature Page.

28. EXTENSION - Any or all 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 recognizes 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 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.

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. Umbrella Liability Policy – The County requires liability limits of One Million Dollars (\$1,000,000) as determined through collaboration with the County Attorney and the Risk Assessment Manager.
 - 3. 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.
- B. Should the bid require professional service elements (e.g., architectural, engineering, technology, software, health care, legal 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, on a primary and non-contributory basis, with respect to all general and automobile insurance policies and each such carrier will provide a waiver or subrogation in favor of Black Hawk County.
 - 2. Should the project require electronic communications, storage, records, or record-keeping (including, but not limited to, email, web-based interface usage, electronically stored records, or designs, or other electronic or online

communications), Black Hawk County will require a Cyber Liability Insurance Policy with limits not less than One Million Dollars (1,000,000) per occurrence and Black Hawk County will be listed as additional insured. Acquisition of relevant documentation will be a contractual requirement.

3. Should the project require removal, cleanup, installation, or other disturbance of hazardous substances, Black Hawk County will require an Environmental/Pollution Insurance Policy with limits not less than One Million Dollars (\$1,000,000) per occurrence and Black Hawk County will be listed as additional insured.
4. Certificate of insurance will be submitted to the Board of Supervisors' Office prior to commencement of the contract/agreement and shall include the thirty-day notice of cancellation provision. 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.
5. 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 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, and
 - 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.