

APPENDIX A

INSURANCE AND STANDARD CONTRACT REQUIREMENTS

1. Purpose

This attachment identifies the insurance and standard contract requirements that will apply to the selected firm for the City of West Des Moines Website Redesign, Content Management System, Hosting, and Support Services RFP.

The selected firm will be required to enter into a written agreement with the City before beginning work. The final agreement may include this RFP, all attachments, issued addenda, the selected firm's proposal, accepted exceptions, written clarifications, negotiated terms, and the City's standard contract provisions.

The selected firm must provide all required insurance certificates and endorsements before the work begins. No work may begin until the City confirms that required insurance and contract documents are complete.

A-1. Insurance Requirements

If selected, the firm must maintain sufficient insurance, licenses, and certifications for the work being performed. The City may require specific insurance coverage as a condition of award, contract execution, or continuation of the contract.

The selected firm shall obtain and maintain insurance with terms and limits equal to or greater than those required by the final agreement. The required insurance limits will not limit the selected firm's actual liability. The City may modify insurance requirements based on the final scope of work, hosting arrangement, access to City systems, handling of City data, use of subcontractors, or other risk considerations. Any subcontractors utilized shall be subject to the same insurance requirements.

Commercial General Liability

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse, and underground hazards (XCU), personal injury/advertising injury. The City shall be named as additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage – Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury – Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000

Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

Professional Liability Insurance

Including coverage for any and all errors and omissions and unintentional wrongful acts related to services performed under the contract.

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

Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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Workers Compensation and Employers Liability

As required by any applicable law or regulation. The policy will include a waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1 – Workers Compensation Benefits	Statutory
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Employers Liability

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

Umbrella Liability

The Contractor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waiver of subrogation and Primary and non-contributory.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Crime Coverage that insures theft to Client's Property

The Contractor will maintain crime coverage insuring loss of money, securities or property sustained by a client resulting from the theft or forgery committed by an employee.

Each Occurrence Limit	\$50,000
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Cyber Insurance:

The Contractor will maintain during the term of this agreement a cyber insurance policy to cover damages resulting from an information security incident naming the City of West Des Moines as an Additional Insured on a primary and non-contributory basis, including a waiver of subrogation in favor of the City.

Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000

Property Insurance

The Contractor will maintain property insurance insuring owned equipment and supplies stored on the City's premise.

A-2. Insurance Conditions and Evidence of Insurance

Unless modified in the final agreement, all required insurance must:

- Be issued by insurers authorized to conduct business in Iowa.
- Remain in effect throughout the agreement and any required extended reporting period.
- Cover the selected firm and its employees, agents, and subcontractors.
- Apply to all work performed under the agreement.
- Be primary and noncontributory to insurance maintained by the City when required.
- Include the City as an additional insured on applicable liability policies.

- Include waiver-of-subrogation provisions when required by the City.
- Provide notice of cancellation, nonrenewal, or material reduction in coverage as required by the policy and final agreement.

Before work begins, the selected firm must provide certificates of insurance and any required endorsements, including additional-insured endorsements, primary and noncontributory endorsements, waiver-of-subrogation endorsements, evidence of professional or technology errors-and-omissions coverage, evidence of cybersecurity and privacy-liability coverage, and any other insurance documentation requested by the City.

Certificates that merely state that coverage exists will not replace required endorsements. The selected firm must provide updated evidence of coverage upon renewal and whenever requested by the City. Failure to provide or maintain required insurance may result in suspension of work, withholding of payment, withdrawal of award, termination of the agreement, or other remedies available to the City.

A-3. Indemnification

To the fullest extent permitted by law, the selected firm will be required to defend, indemnify, and hold harmless the City of West Des Moines, its elected and appointed officials, employees, volunteers, agents, and representatives from claims, damages, losses, liabilities, judgments, costs, and expenses, including reasonable legal fees, arising from or related to:

- The selected firm's performance of the agreement.
- Negligent acts or omissions, willful misconduct, or breach of the agreement.
- Personal injury, death, or property damage.
- Defective website design, CMS implementation, hosting, migration, integration, configuration, accessibility services, documentation, or related work.
- Violations of law or applicable accessibility requirements.
- Acts or omissions of subcontractors or third parties used by the selected firm.
- Unauthorized access to City systems, City accounts, or City information.
- Data-security or privacy incidents caused by the selected firm or its subcontractors.
- Claims that the proposed software, platform, content, programming, configuration, or services infringe a third party's intellectual property right.

The indemnification provision will survive completion or termination of the agreement to the extent stated in the final contract.

A-4. Independent Contractor

The selected firm will perform the work as an independent contractor. Nothing in the agreement will create an employer-employee, agency, partnership, or joint-venture relationship between the City and the selected firm.

The selected firm will be responsible for compensation of its employees, payroll taxes, benefits, workers' compensation, supervision, training, work methods, compliance with employment laws, and the conduct of its employees and subcontractors.

A-5. Prime Contractor and Subcontractors

The firm selected will serve as the prime contractor and remain fully responsible for all work performed under the agreement. The selected firm may not subcontract, assign, or transfer a material portion of the work without prior written City approval.

The City may review proposed subcontractors, reject a proposed subcontractor, require replacement of a subcontractor for unacceptable performance or conduct, and require evidence of subcontractor licensing, certification, insurance, cybersecurity controls, or qualifications. Approval of a subcontractor will not relieve the selected firm of responsibility for work quality, contract compliance, coordination, scheduling, security, warranty obligations, payment of subcontractors, or correction of deficiencies.

A-6. Contract Documents and Order of Precedence

The final agreement may include the following documents:

- Executed City agreement.
- City-issued amendments or change orders.
- Issued addenda.
- This RFP and its attachments.
- Written City clarifications.
- Accepted portions of the selected firm's proposal.
- Accepted proposal exceptions.
- Software, licensing, hosting, service-level, privacy, security, or other documentation expressly incorporated into the final agreement.

If the documents conflict, the order of precedence stated in the final agreement will control. Terms included in the selected firm's quotation, invoice, website, click-through agreement, license, service terms, privacy policy, or other document will not apply unless expressly accepted by the City in writing.

A-7. Payment Terms

Payment will be made only for work satisfactorily completed and accepted by the City. Invoices must reference the City contract or purchase order, identify the applicable project milestone, describe the services provided, separate implementation, software, licensing, hosting, support, training, and other charges, include supporting documentation when requested, reflect approved pricing, and exclude sales tax when applicable.

Unless otherwise stated in the final agreement, the City will process a correct invoice in accordance with applicable City payment procedures. The City may withhold payment for incomplete work,

defective or noncompliant work, unresolved deficiencies, missing credentials, missing documentation, incomplete training, unresolved warranty obligations, failure to maintain required insurance, or other material contract violations. Final payment will not constitute acceptance of defective work or waive the City's warranty or contractual rights.

A-8. Changes and Additional Work

No change to the scope, design, platform, hosting arrangement, integrations, price, schedule, licensing, recurring costs, security requirements, or contract requirements will be valid unless approved in writing by the City before the work is performed.

A proposed change must identify the reason for the change, affected services or technology, price increase or decrease, schedule impact, effect on website performance, effect on security, effect on accessibility, effect on warranty or support, effect on licensing or recurring costs, and any revised documentation. The selected firm may not rely on verbal authorization for additional compensation.

A-9. Software Licensing, Intellectual Property, and Administrative Access

The selected firm must disclose all software, licensing, subscription, cloud-service, hosting, and third-party agreements required for the proposed solution. Unless otherwise approved in writing:

- Licenses and subscriptions must be issued in the City's name when available.
- All initial and recurring costs must be disclosed.
- License, hosting, service-level, privacy, security, and support terms must be provided before award when requested by the City.
- The City must receive all administrative credentials and retain appropriate administrative access to the website, CMS, hosting dashboard, support portal, analytics configuration, and related tools.
- The City must receive or have access to configuration files, export tools, documentation, redirect maps, templates, forms, and other materials needed for continued operation.
- The City must be able to operate, maintain, and transition the website without exclusive dependence on the selected firm.
- The selected firm may not retain exclusive control over City system passwords, administrative credentials, or City-owned content.
- The selected firm must identify proprietary restrictions, transfer fees, limitations on export, manufacturer-only access, or other restrictions.
- The selected firm must warrant that City use of the proposed products and services will not infringe third-party rights.

A-10. City Data, Privacy, and Cybersecurity

The selected firm must comply with all City cybersecurity, confidentiality, privacy, and network-access requirements. Any cloud-hosted service, third-party tracking tool, analytics tool, cookie, integration, remote access method, or subcontractor access to City data or systems must be disclosed and approved by the City when required.

The selected firm must:

- Use only City-approved remote-access methods.
- Protect City credentials, configurations, content, documents, metadata, forms, redirects, analytics configurations, user accounts, and other City information.
- Remove or change default passwords and limit access to authorized personnel.
- Notify the City promptly of suspected or confirmed unauthorized access, data loss, security incident, or privacy incident.
- Cooperate with City incident response and remediation efforts.
- Maintain supported software, security updates, vulnerability information, backup procedures, and recovery procedures.
- Disable vendor access when directed by the City.
- Return, export, or securely destroy City information when required by the final agreement.
- Prevent unauthorized use, disclosure, copying, retention, sale, or transfer of City information.

The selected firm may not use City information for advertising, analytics, product development, artificial-intelligence training, or any unrelated purpose without written City authorization.

A-11. City Data Ownership and Portability

The City retains ownership of City-created and City-provided content, documents, media, metadata, redirects, forms, configurations, analytics data generated through City-owned or City-authorized accounts, and related materials. The City must be able to export City-owned content and related data in usable formats upon request, expiration, or termination.

The selected firm must identify available export formats, export processes, timing, limitations, dependencies, and any fees for data export, transition assistance, termination, or platform conversion.

A-12. Accessibility Requirements

The website and CMS must support WCAG 2.2 AA accessibility standards at launch and ongoing accessibility maintenance by City staff. The selected firm must provide accessibility testing, remediation, monitoring, training, and support as required by the final agreement.

The firm selected must provide a current Voluntary Product Accessibility Template (VPAT) or Accessibility Conformance Report (ACR) for the proposed platform. The VPAT/ACR must identify the platform's level of conformance with applicable accessibility standards and any known limitations, exceptions, or remediation plans. The selected firm must correct contractor-caused accessibility defects as required by the final agreement.

A-13. Hosting, DNS, Domain, and Technical Coordination

The City requires website hosting services only. DNS and domain name hosting are managed through the State of Iowa and are not included in the requested hosting services.

The selected firm must coordinate with the City and, when directed, the State of Iowa for launch, redirects, SSL/TLS certificates, DNS records, domain-related implementation tasks, hosting changes, and transition activities. The selected firm must identify any City, State of Iowa, or third-party actions needed to complete launch or maintain website availability.

A-14. Public Records and Confidential Treatment

Proposals, contracts, correspondence, and other records related to this solicitation may be subject to disclosure under Iowa public-record laws. A proposer requesting confidential treatment must clearly identify the specific information claimed to be confidential and provide the legal basis for the request. Marking an entire proposal as confidential will not be sufficient.

The proposer is responsible for supporting and defending any confidentiality claim. The City will determine whether information must be disclosed in accordance with applicable law.

A-15. Compliance With Laws

The selected firm must comply with all applicable federal laws, Iowa laws, local ordinances, accessibility requirements, privacy and data-security requirements, licensing requirements, employment laws, manufacturer or platform requirements, and City policies and procedures. The selected firm will be responsible for violations arising from its work or the work of its subcontractors.

A-16. Warranty and Correction of Work

The selected firm must correct defective website design, CMS implementation, hosting configuration, migration, integration, programming, documentation, accessibility work, security configuration, or related services during the warranty or correction period at no additional cost to the City.

Warranty and correction obligations will survive final payment for the applicable warranty or correction period. The City's use of the website or CMS will not waive warranty rights or constitute acceptance of defective work.

A-17. Termination and Transition Assistance

The City should be able to terminate without cause or for convenience.

The final agreement may permit the City to terminate for material breach, failure to perform, repeated service failures, failure to meet the project schedule, failure to maintain insurance, failure to correct deficiencies, insolvency or bankruptcy, violation of law, unauthorized assignment or subcontracting, convenience, non-appropriation of funds, or as otherwise provided in the final agreement.

Upon expiration or termination, the selected firm must provide reasonable transition assistance and deliver all City-owned or City-funded content, data, documentation, credentials, configurations, templates, forms, redirects, analytics configuration information, work in progress, and other project materials required by the final agreement.

The City will pay only for properly completed and accepted work, subject to the terms of the final agreement.

A-18. Non-Appropriation

The City's obligations may be subject to the lawful appropriation and availability of funds. If sufficient funds are not appropriated or made available, the City may terminate the agreement without liability for future payments, subject to payment for accepted goods and services provided before termination.

A-19. Governing Law and Venue

The agreement will be governed by the laws of the State of Iowa. Venue for litigation arising from the agreement will be in Polk County, Iowa, unless otherwise stated in the final City contract.

The selected firm may not require the City to accept another state's law, out-of-state venue, mandatory arbitration, waiver of governmental rights or defenses, automatic renewal provisions, or contract terms incorporated only through a website unless expressly accepted by the City in writing. The successful candidate must register with the Iowa Secretary of State.

A-20. Assignment

The selected firm may not assign, transfer, delegate, or otherwise dispose of the agreement or a material contractual obligation without prior written approval from the City. A change in ownership or control that may affect performance must be disclosed promptly to the City.

A-21. Proposal Exceptions

Any exception requested to these insurance or standard contract requirements must be clearly identified in the proposer's proposal. Failure to identify an exception may be interpreted as agreement to comply with the applicable requirement.