



Health District of Northern Larimer County
120 Bristlecone Drive
Fort Collins, CO 80524
Phone: (970) 224-5209, Fax: (970) 472-1056

REQUEST FOR PROPOSAL

RELEASE DATE: November 20, 2024
REQUEST FOR PROPOSAL NO.: 2024-1015
TITLE: Election Services Consultant
DUE DATE: December 4, 2024
Buyer Name: Misty Manchester **Email:** purchasing@healthdistrict.org

This package includes the following documents:

- Request for Proposal
- Proposal Acknowledgement (Attachment A)
- General Terms and Conditions (Attachment B)
- Confidentiality Agreement (Attachment C)
- Insurance Requirements (Attachment D)

Sealed proposals for Elections Services Consultant must be received by 5:00 p.m. (Mountain Standard Time) on December 4, 2024.

Electronically transmitted submissions (email) **are preferred**. Please submit to purchasing@healthdistrict.org.

Proposals may also be mailed or hand delivered to:

Health District of Northern Larimer County
Attn: Purchasing
120 Bristlecone Drive
Fort Collins, CO 80524
Fax: (970) 472-1056

All proposals should be clearly marked: **“Election Services Consultant RFP 2024-1015 Response.”** Proposals shall clearly indicate the legal name, address and telephone number of the Offeror.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

Any questions regarding this RFP should be directed to purchasing@healthdistrict.org.

Proposals must be received by the proposal due date and time. **No late proposals will be accepted.**

The Health District will accept only written questions. **Written questions are due no later than November 27, 2024**, and should be submitted via email to purchasing@healthdistrict.org.

Schedule of Activities	Timeline
RFP Release Date	November 20, 2024
Written Inquiry Deadline	November 26, 2024
Responses to Written Inquiries	December 2, 2024
Proposal Submission Deadline	December 4, 2024

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

RESPONDENTS ACKNOWLEDGE THAT IF THEY ARE SELECTED FOR THIS PROJECT, THEY WILL ABIDE BY THE TERMS IN ATTACHMENTS B-D, INCLUDED HEREIN.

Respondents will be competing to provide the services set forth herein in this Request for Proposal. The submissions of all respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP and a single respondent shall be selected. This RFP does not commit the Health District of Northern Larimer County to select any organization, award any work order, pay any cost incurred in preparing a response, or procure any services or supplies. The Health District reserves the right to accept or reject any or all proposals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines when it is in the best interests of the Health District to do so.

SECTION I: Introduction and Background

A. Introduction

The Board of Directors of the Health District of Northern Larimer County (Health District) is seeking proposals from qualified consultants to provide consulting services for the Health District for the upcoming May 2025 Special District Elections. The selected vendor will work under the guidance and direction of the governing body and in conjunction with the Executive Director or other authorized designee(s). This election will be conducted through polling places with the selected Elections Services Consultant advising on polling place numbers and locations.

B. Background

The Health District of Northern Larimer County (Health District) was established in 1960 as a tax funded public entity organized under the special district laws of the State of Colorado. It owned and

operated Poudre Valley Hospital until 1994, when the District's publicly elected board voted to retain ownership of the hospital but create a locally controlled private, not-for-profit organization to take over the day-to-day management of the hospital under a lease agreement. Based on an extensive assessment of community health needs, the Health District began introducing services in 1996 designed to improve the community's health status.

The Health District provides direct health services to priority populations and works collaboratively with multiple community partners to accomplish health improvements that no one agency can accomplish alone. The boundaries of the Health District encompass the northern two-thirds of Larimer County and include the cities of Fort Collins, Laporte, Wellington, Timnath, Livermore and Red Feather Lakes. Please visit our website at www.healthdistrict.org for more information about the organization.

SECTION II: Qualifications and Scope of Services

A. Qualifications

The Health District is seeking a firm or individual to serve as an Elections Consultant, with a commitment to providing the highest quality Special District election services.

Required qualifications include:

- Familiarity with the functions and purposes of Special Districts;
- Demonstrated experience administering Special District Elections including:
 - Serving as a Designated Election Official (DEO) in the State of Colorado
 - Polling place elections
 - Calls for Nominations
 - Filing forms with the Secretary of State
 - Ordering voter registration/property owners' listings
 - Coordinating ballots
 - Preparing and publishing required notices
 - Recruiting, appointing, and training election judges
 - The Uniformed And Overseas Citizens Absentee Voting Act (UOCAVA) ballots
 - Certificates of election
 - Statutory filings
- Experience in election issues commonly encountered by Special Districts or other public agencies.
- Knowledge in advising Special Districts or other public agencies on how to decrease barriers to voter participation in polling place elections.
- Ability to advise agencies on best practices in elections administration.

B. Scope of Work

The procured services may include, but are not limited to, on an ongoing or ad hoc basis to assist the Health District:

1. Election Services

- **Provide Consulting services for the District for the upcoming May 2025 election**
- **Serve as the District's DEO**
- **Prepare and publish Call for Nominations**
- **Coordinate all aspects of the Polling Place Special District election for the Health**

District

- **Provide all electing materials to polling locations**
- **Train judges, create ballots, supply boxes, prepare and publish or post required notices**
- **Absentee ballots**
- **UOCAVA ballots**
- **Development of standard operating procedures (SOPs) for future Health District elections**

2. Invoicing

- Provide invoices for services rendered.
- The Health District anticipates paying for election services on an hourly basis. However, alternative compensation structures may be proposed for consideration.

Health District Resources:

- The Health District will provide internal staff to serve as point of contact for the consultant as well as to Liaise with the Health District's current Board of Directors.
- Consultant will advise on internal resources necessary for a successful election.

SECTION III: Timeline and Submittal Instructions

A. Timeline

The timeline listed above represents the tentative schedule for this RFP. Any change in the scheduled dates will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

Qualifications of Firm and Personnel:

Proposals should highlight the following experience and qualifications:

- Demonstrated expertise and knowledge of Special District Elections.
- Proven track record of advising governing bodies and executive leadership on Special District Elections.
- Experience in completing statutory filings, performing as a DEO, coordinating mail ballot and/or polling place elections.
- Capability to communicate and work with designated staff on policy and procedure of Special District Elections.
- Strong record-keeping and documentation skills.

B. Proposal Format and Content Requirements:

The respondent shall include one (1) PDF copy of their written proposal that presents their qualifications and understanding of the work to be performed. Respondents are to include all information requested, organized in sections clearly identified in a table of contents as described in the following paragraphs. Any other information deemed to be relevant may be provided as a separate appendix to this proposal.

The following information/documents shall be included in the proposal package **to be considered responsive** to the Request for Proposal:

1. **Transmittal Letter:** The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the proposer to the services, pricing and requirements as stated in this RFP.
2. **Tab 1 – Proposal Acknowledgement:** This section shall include the completed proposal acknowledgement form (ATTACHMENT A).
3. **Tab 2 – Personnel Qualifications:** This section should include a description of the firm (if applicable) and identify the individual(s) who would be assigned to the Health District as Elections Services Consultant. Additionally, it should outline the qualifications and professional credentials relative to the issues and practices described above. Furthermore, provide a detailed scope of services that demonstrate the firms' understanding of the Health District's requirements.
4. **Tab 3 – References:** Include a minimum of two (2) primary references of the firm and/or of the individual who would serve as the Elections Services Consultant. Please include contact information for references and permission to contact those references. Additional professional references may be provided.
5. **Tab 4 – Fee Proposal:** Include an estimate of a rate or retainer for all proposed services that would be the basis for the monthly invoices during the life of the contract with the Health District
6. **Tab 5 – Required Forms/Additional Information:**
 - a. Provide a statement that proposer, if awarded the contract, will provide a certificate of insurance in accordance with Health District insurance requirements (ATTACHMENT D).
 - b. Each proposer shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to the contractor. A Copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
 - c. Additional information – Provide the location of the firm or individual and the availability of appropriate professionals as needed for Elections Consulting Services. Identify any other related qualifications and information not specified in this RFP which the firm or individual may consider to be essential and relevant to the Health District.

ATTACHMENT A

PROPOSAL ACKNOWLEDGEMENT

RFP 2024-1015: Special District Elections Services Consultant

This RFP response is submitted in accordance with all documents and provisions of RFP 2024-1015: Special District Election Services Consultant. By my signature below I accept the Health District General Terms and Conditions in effect at the time this RFP was issued, as incorporated by reference into this solicitation. As the undersigned, I certify that I am authorized to sign and submit this response for the Bidder or Offeror.

_____ Original Signature by Authorized Officer/Agent	_____ Vendor's Tax ID Number (FEIN)
_____ Typed or printed name of person signing	_____ Company Name
_____ Title	_____ Phone Number
_____ Vendor Mailing Address	_____ Fax Number
_____ City, State, ZIP	_____ Proposal Valid Until (at least 90 days)
_____ Email Address	_____ Website Address

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this request. **Any contract or order awarded as the result of this request shall be governed by these General Terms and Conditions.** By signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or services(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all Health District of Northern Larimer County (Health District) contracts. The Health District may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions or provisions. **Any vendor accepting a contract award as the result of this request agrees that the provisions included within this Request for Proposal shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF PROPOSALS.** Request for Proposals may be submitted to the Health District, Finance Department, 120 Bristlecone Drive, Fort Collins, Colorado 80524 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays), prior to the date and time specified in this request. Proposals submitted in person or by mail should be submitted in a sealed envelope which clearly identifies the Request for Proposal number, commodity or service and submittal deadline. Proposals must be submitted in the format required in the Request for Proposal. Proposals must be signed by an authorized person.
3. **AMENDMENTS TO THE REQUEST.** Any amendment to this request is valid only if in writing and issued by the Health District.
4. **NON-COLLUSION.** The vendor certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a quotation for the same requirement and is in all respects fair, without outside control, collusion, fraud or otherwise legal action.
5. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless the Health District and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Vendor, any subcontractor of Vendor, or any officer, employee, representative, or agent of Vendor, or which arise out of a worker's compensation claim of any employee of Vendor of any employee of any subcontractor of Vendor.
6. **CONFLICT OF INTEREST.** Vendor states that no Health District officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the Health District. Vendor affirms that it is familiar with Section 18-8-301, et seq., (bribery and corrupt influences) and 18-8-401, et seq., (abuse of public office), C.R.S., as amended, and that no violation of such provisions is present.

7. **OWNERSHIP OF MATERIALS.** Ownership of all data, materials and documentation originated and prepared for the Health District pursuant to this RFP shall belong exclusively to the Health District unless otherwise outlined in the contracting process.
8. **AWARDS.** The contract may be awarded to the lowest responsible and responsive vendor complying with the provisions of the Request for Proposal. The following criteria may be considered by the Health District in selecting the most advantageous quotation: a) Ability to perform the service required with the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) the resale value and life cycle costs of the items; i) Such other information identified as having bearing on the decision. The Health District reserves the right to reject any and all proposals and to waive any informality in proposals received whenever it is in the interest of the Health District. The Health District may award contracts by line item, category, or on an all-or-none basis.
9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any submittal taking exception to this requirement may, at the Health District's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to the Health District and if not destroyed by tests will, upon request, be returned at vendor's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: 1) Indicate the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent will meet the specifications. The Health District reserves the right to be the sole judge of what is equal and acceptable. If vendor fails to name a substitute, goods identical to the published standard must be furnished.
12. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this request, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes, fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The Health District reserves the right to acquire from other sources any products/services during any suspension of delivery.
13. **TAXES.** The Health District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government taxing authority. No taxes of any kind shall be charged to the Health District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. A Colorado Sales and Use Tax Exemption Certificate will be furnished upon request.

14. DELIVERY. All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to the selected vendor after receipt of all required documents.
16. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities, ratio or discounts from manufacturer's list price may be used for comparison. The Health District reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual programs, multiple Health District programs, or any combination of the preceding. No delivery shall be made without a written order by the Health District, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same price, or in the event the supplier is willing to negotiation to the satisfaction of the Health District any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the Health District, the Health District reserves the right to extend the period of the resulting contract on a year-to-year basis for up to two additional years. Alternatively, the solicitation may set forth specific renewal terms. Vendor certifies that prices charged to the Health District for non-listed commodities or non-fixed price items are equal to or less than those charged the vendor's most favored customer for comparable quantities under similar terms and conditions.
17. RIGHTS AND REMEDIES OF HEALTH DISTRICT FOR DEFAULT. If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the Health District may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the Health District, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the Health District has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the Health District. If the vendor fails to make prompt delivery of any item, the Health District has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the Health District. If the vendor breaches the contract or purchase order, any loss or damaged sustained by the Health District in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the Health District identified above are in addition to any other rights and remedies provided by law or under the contract
18. INVOICES AND PAYMENT TERMS. Invoices are to be submitted to the Health District at the email address or mailing address specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The payment term shall begin on the date merchandise is inspected, delivered and accepted by the Health District, or on the date a correct invoice is received by the Health District, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

19. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quotations and disputes about quotations. Lack of knowledge by any vendor about applicable law is not a defense.
20. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the Health District, and shall not become an asset in any bankruptcy, receivership, or guardianship.
21. PATENT INFRINGEMENT. Vendor shall indemnify and hold harmless the Health District, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

ATTACHMENT C

CONFIDENTIALITY AGREEMENT

IN CONNECTION WITH SERVICES provided to the Health District of Northern Larimer County (the "Health District") pursuant to this Agreement (the "Agreement"), the Contractor hereby acknowledges that it has been informed that the Health District has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the Health District or its employees, customers or suppliers, which access is related to the performance of services that the Contractor has agreed to perform, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the Health District may be confidential and/or proprietary. The contractor agrees to treat as confidential (a) all information that is owned by the Health District, or that relates to the business of the Health District, or that is used by the Health District in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the Health District). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the Health District. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the Health District.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone whom it is required to make such disclosure and shall promptly advise the Health District in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the Health District, or the Health District so requests for any reason, the Contractor shall promptly return to the Health District any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the Health District's remedies at law for a breach of the Contractor's obligations under this Confidentially Agreement may be inadequate and that the Health District shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

ATTACHMENT D

INSURANCE REQUIREMENTS

1. Prior to commencement of any work, Contractor/Vendor shall forward Certificates of Insurance to the Health District, c/o Purchasing, 120 Bristlecone Drive, Fort Collins, Colorado 80524. All insurance policies with the exclusion of Workers' Compensation shall name the Health District, its' elected officials and employees as additional insured for any claims arising out of work performed under this Agreement.
2. The Health District reserves the right to reject any Insurer it deems not financially acceptable by insurance industry standards. The insurance shall be with a carrier licensed in the State of Colorado and shall have an A- and/or VII.
3. Certificates of Insurance on all policies shall provide that thirty (30) days' written notice shall be given to the Health District prior to the policies being non-renewed or canceled. The Contractor/Vendor shall provide and shall require that the Insurer provide to the Health District thirty (30) days written notice if coverage or policy limits are being reduced from those described in the Agreement. Cancellation provisions must be confirmed by written endorsement to the policy. All replacement insurance coverage that is deemed "claims made" policies must show proof of extended "tail" coverage to the beginning of the Agreement.
4. For any level of coverage, there will be no restriction of "other insurance" clauses, thus enabling the Insured to stack the coverage so provided if damages exceed the limits of a single policy.

WORKERS' COMPENSATION

Workers' Compensation insurance covering injury to, or occupational disease or death of, all employees engaged in providing the Services (including active partners or individual owners) in accordance with the statutory requirements of Colorado.

Workers' Compensation

- | | |
|--|--|
| a. State of Colorado | Statutory |
| b. Applicable Federal | Statutory |
| c. Employers' Liability: | \$100,000 each accident
\$500,000 disease – policy limit
\$100,000 disease – each employee |
| d. Statutory coverage in all states that Contractor/Vendor is licensed to work. | |
| e. Waiver of Subrogation in favor of the Health District stated on the certificate of insurance. | |

The Contractor shall also require each subcontractor to furnish to the Contractor Workers' Compensation insurance including occupational disease provisions for all of the subcontractor's employees; otherwise the Contractor accepts full liability and responsibility for the subcontractor's employees.

COMMERCIAL GENERAL LIABILITY

All Commercial General Liability policies shall provide coverage on an occurrence basis including Premises/Operations; Owners and Independent Contractor's Protective; Products and Completed Operations; contractual liability. This coverage must be at least as broad as Insurance Services

Standard Form CG0001 10/93. Defense costs coverage for additional insurance must be included and outside the limits of insurance.

Commercial General Liability

- | | |
|-----------------------------------|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Personal Injury | \$1,000,000 |
| c. Each Occurrence | \$1,000,000 |
| d. Products & Completed Operation | \$2,000,000 |
- e. An endorsement providing that such insurance is primary insurance and no other insurance of the owner will be called on to contribute to a loss stated on the certificate of insurance.
 - f. Health District, its officers, and employees shall be named as additional insured.

COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability (owned, non-owned, leased or hired)

- a. Bodily Injury and Property Damage Combined Single Limit \$1,000,000
- b. The state of Colorado has a tort automobile insurance requirement. Contractor/Vendor shall be certain coverage is provided that conforms to any specific stipulation in the law. Additionally, the Contractor/Vendor shall carry no less than \$5,000 medical payment coverage and uninsured and underinsured coverage in the amount of \$100,000/\$300,000.
- c. In the event any work is performed by a subcontractor, the Contractor/Vendor shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance.

PROFESSIONAL LIABILITY

All Professional liability policies shall provide coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance requirement applies when the Contractor has a professional designation or license and/or is providing professional service.