

CITY OF CEDAR FALLS, IOWA



**REQUEST FOR QUALIFICATIONS
WITH SEALED COST PROPOSAL**

Hearst Center for the Arts
Capital Campaign Fundraising Feasibility Study
February/March 2024



City of Cedar Falls
Department of Community Development
Tourism & Cultural Programs
Hearst Center for the Arts
304 West Seerley Boulevard
Cedar Falls, Iowa 50613

Staff Contact Person:
Cory Hurless, Cultural Programs Supervisor
Hearst Center for the Arts
319-273-8641
cory.hurless@cedarfalls.com

PROPOSALS DUE: March 8, 2024 by 5:00 p.m.



PURPOSE OF REQUEST

The City of Cedar Falls is soliciting responses to a request for qualifications and sealed bid from qualified individuals or team of consultants to conduct a Fundraising Feasibility Study for a capital campaign to raise funds for a new Hearst Center for the Arts building to be located at 224-304 West Seerley Boulevard. The study shall identify organizational capacity, strategies, and infrastructure needed for next steps.

CONSULTANT'S ROLE, OBJECTIVES, AND DELIVERABLES OF STUDY

The consultant(s) will conduct a campaign feasibility study to determine the amount of capital that could realistically be raised from all sectors and available sources in support of the construction of a new Hearst Center for the Arts building expansion at its current site on West Seerley Boulevard. With support from City of Cedar Falls staff, Cedar Falls Art & Culture Board (ACB), and Friends of the Hearst Board, the consultant(s) will:

- Evaluate and prepare a Case for Support.
- Assess current fundraising capability.
- Identify potential donors (individuals and organizations).
- Evaluate board leadership and their fundraising capabilities, and assess efforts needed to recruit additional board leadership for campaign efforts.
- Determine current and potential donors' interest in supporting the campaign, including conducting donor interviews.
- Set a realistic campaign goal with a suggested timeline for conducting the campaign.
- Deliver a recommended campaign strategy, with identification of resources necessary to staff and board leadership.

BACKGROUND

The City of Cedar Falls is in Black Hawk County in northeast Iowa. Cedar Falls population is 40,713, according to the 2020 census. It is part of a larger metropolitan area of Waterloo/Cedar Falls, with a total population of nearly 170,000. Cedar Falls covers an area of approximately 30 square miles, located along the Cedar River. It is home to the University of Northern Iowa (UNI), one of Iowa's three public universities. Historic Downtown Cedar Falls has a thriving main street with a large variety of unique shops and boutiques, numerous restaurants and bars, hotels, offices, an active co-working/entrepreneurial center, as well as a growing number of residential condos and apartments. The metropolitan area is known for its trail network, drawing many residents and tourists.

Since 1989, the Hearst Center for the Arts has offered arts and cultural experiences—via exhibitions, classes, public programs and outreach—attracting approximately 35,000 residents and visitors annually. Hearst Center programs and active partnerships have fostered Cedar Falls' reputation as a vibrant place to live and work. By growing its commitment to accessible programming and by leveraging partnerships with UNI, the



City of Cedar Falls, and area organizations and businesses, the Hearst Center continues to expand its audience and engage visitors of all ages and backgrounds in creative experiences.

The Hearst Center for the Arts is in a residential neighborhood, known as the College Hill Neighborhood. The namesake for the center, James Hearst, was born and raised in Cedar Falls; he was a long-time University of Northern Iowa faculty member, a nationally recognized poet, and known in the community as a major supporter of the arts. Upon his death in 1983, Hearst bequeathed his home and the surrounding property to the City of Cedar Falls. It was his intention that this property be used for a community arts center. In 1988, after the death of his wife, Meryl, the existing home was modified and enlarged to a facility of 12,000 square feet. Much of the original 1949 home was incorporated into the current structure. The Hearst Center for the Arts opened to the public in 1989.

Since 1989, several non-structural improvements have been made to the facility to maintain its function. However, the current building lacks proper storage spaces, workspaces, and appropriately sized education and programming spaces.

From 2018-2022 the Art and Culture Board has worked with city staff to develop information to help move forward a project related to the Hearst Center for the Arts. In 2018 a Building Visioning Committee was convened to examine space deficits at the Hearst Center, to review building usage, and to envision the next step forward for the facility. By 2021, the pandemic demonstrated how valuable the current grounds, especially the Hearst gardens and patio, are to its success. In 2022, the Art and Culture Board and City Council agreed a Master Plan for an improved Hearst Center for the Arts facility should move forward to provide detailed floorplans for a new facility, design and construction plan, and a comprehensive all-in cost estimation to complete the project. In fall of 2022 an RFQ was released to contract with an architecture firm to complete a Hearst Master Plan, and after the review and selection process, OPN Architects was selected. Starting in March 2023, OPN has worked with City staff and stakeholders in the research and development of the Master Plan. On October 24, 2023, OPN completed the Master Plan community engagement phase through a presentation of a new facility layouts and construction plans, as well as detailed pricing for the entire project to staff, Art & Culture Board, Friends of the Hearst Board, stakeholders, and the general public. They also prepared artist renderings of a new Hearst facility, to be used in fundraising efforts. Their final presentation to City Council took place February 5, 2024, with a recommendation from City Council to proceed with a Fundraising Feasibility Study.

SCOPE OF WORK

The selected consultant will provide all services to meet the objectives and deliverables of this study. This may be done through one firm or through partnerships with other firms, provided the submittal demonstrates the ability of the proposed team to work

cohesively as a team. The City may choose to continue working with the selected firm in the administration of the capital fundraising campaign.

As part of the Scope of Work, the consultant shall also:

- Review provided materials regarding the Hearst Master Plan, existing donor data and large gifts history.
- Meet with staff, the Art & Culture Board, and the Friends of the Hearst Board to learn and discuss needs and goals of the project beyond the general information provided in this RFQ to utilize in developing the study.
- Consider current best practice of successful capital campaign projects for similarly sized community art centers.
- Consider recent capital campaigns in Cedar Falls; particularly timing, fundraised amounts, success rate, etc.
- Identify constraints as well as opportunities.
- Identify a realistic fundraising goal and stretch goal of dollars to raise for Hearst 2.0.
- Identify approaches and recommendations for what percentage of the campaign dollars should come from grants, direct asks, or other donation strategies.
- Prepare materials and present at several meetings, initially these may include:
 - Meet with City staff core team regularly during the research and development of the study.
 - Meet with ACB & Friends of the Hearst to evaluate current membership, and review findings that will contribute to the study.
 - Meeting with ACB & Friends of the Hearst to review the finalized Fundraising Feasibility Study.
 - Meeting with staff to discuss feedback and next steps.
 - Meeting with City Council to present the finalized study if deemed necessary.

The contract may include an option for future amendments to continue fundraising services for this project. Preference will be given to consultants that also demonstrate qualifications and availability to move into next steps. Next steps may include:

- Planning & producing campaign marketing materials
- Executing campaign events
- Assistance with procuring major gifts, and advising on grants to apply for
- Assistance with grant writing

RFP SUBMITTAL SUMMARY

Submittals should be provided in eight (8) identical hardcopies and one electronic (PDF) copy totaling no more than 20 numbered pages (10 pages double sided or 20 pages single sided), and should include the following items:

1. Cover letter. The cover letter shall be signed by the consultant, or member of the consulting firm empowered to commit the firm to a contractual arrangement with the City. The cover letter shall also identify the individual or team involved in the



- project with the person having primary responsibility for regular communications with the City, including meeting attendance.
2. Corporate information. Provide the following details: 1) a description of the range of services provided by the proposing consultant(s), focusing on areas of expertise, 2) the location of the office where much of the work associated with this submittal would be performed.
 3. Team organization. If submitting as a consultant firm, present team organization chart outlining the individual or individuals who would be providing services to the city, including identification of the proposed lead consultant.
 4. Consultant information. Provide location, education, experience, and similar project experience of the individual consultant or for each member on the consultant team. Certifications and licenses are also requested if available.
 5. Consultant's experience. Provide an overview of the individual or firm's experience in the last 10 years, with references, including fundraising services for arts and/or cultural organizations, municipal quality-of-life organizations, historic preservation projects, or other relevant projects.
 6. Project approach, including significant phases and deliverables (i.e., describe your feasibility study process, including the duties you perform and those you expect to be done by staff or boards, and which information and recommendations will be included in the Fundraising Feasibility Study).
 7. Project timeline for the Fundraising Feasibility Study.
 8. Fee for services. Submit a sealed envelope with the proposed total fee (including travel or other incidental expenses) for professional services, with hourly rate should additional meetings be necessary. Provide thoughts on how this might be reduced by virtual meetings or other approaches, if possible. (Not included in the 20-page limit.)

DEADLINE FOR SUBMITTALS:

Eight (8) paper copies and one (1) electronic copy of the submittal must be received no later than March 8, 2024 at 5:00 p.m. Any responses received after the due date and time will not be considered, therefore, please ensure that all overnight, express delivery or priority mail and deliveries are received before the above-mentioned time. No fax or email submittals will be accepted.

Submittals may be delivered in an envelope or box marked "Hearst Center Fundraising Feasibility Study" to the following address:

Cory Hurless, Cultural Programs Supervisor
Hearst Center for the Arts
304 West Seerley Boulevard
Cedar Falls, Iowa 50613
(319) 273-8641



Cost proposal shall be in its own sealed envelope but may be within the package delivered.

Interested proposers are welcome to visit the Hearst, however we request proposers not tie up the staff working at the time they visit. Questions regarding the project or submittal requirements may be directed to Cory Hurless, Cultural Programs Supervisor, at email address cory.hurless@cedarfalls.com. We encourage consultants to notify us of their intent to submit so we can share any updates or clarifications.

OTHER TERMS AND CONDITIONS

Each proposer will be responsible for providing all the information stipulated in this Request for Qualifications (RFQ).

The City reserves the right to protect the City's best interest which may include rejecting any or all submittals received, waiving minor irregularities in submittals received, or abandoning the process for any reason whatsoever.

All material submitted regarding this RFQ becomes the property of the City, the City has the right to use the information contained in the submittal.

The City reserves the right to contact any client listed in the documents for further information and verification of the consultant's qualifications. In addition, the City reserves the right to contact non-listed clients.

All costs and expenses associated with the preparation of the submittal shall be borne solely by the bidder.

The City may request additional information after reviewing the submittal.

CONFLICTS OF INTEREST

Please identify any relationship that has existed, or presently exists with the City of Cedar Falls and its staff that may interfere with fair competition or may be a possible conflict of interest for either party in the development of this project. If no relationship has existed or does not presently exist, the company must make this statement in their submittal (companies are subject to disqualification if there is potential for conflict of interest, as determined by the City of Cedar Falls).

FORM OF CONTRACT

The City of Cedar Falls insurance requirements for Goods and Services must be met and included with the contract. A copy of the City's insurance requirements can be provided upon request. Within the consultant's submittal, provide a statement from the primary firm's insurer that the insurance requirements attached to the RFQ were fully reviewed and can be met. Any concerns with insurance requirements must be indicated



in writing at the time of submitting a response to this RFQ. For those awarded the contract, a certificate of insurance meeting all insurance requirements must be provided in a timely manner and approved by City Staff prior to being placed on the City Council Agenda for consideration. (If it is later determined insurance cannot be met, City will work with next qualified proposer toward a contract.)

ANTICIPATED SCHEDULE OF SELECTION PROCESS

Request for Qualifications Issued	February, 2024
All RFQ Elements Due	March 8, 2024 by 5:00 p.m.
RFQ Review	March 11 – 22, 2024
Consultant Interviews	Week of March 25, 2024
Signed Contract & Insurance provided	Week of April 1, 2024
Consultant Selection/Contract Award by Council	April 15, 2024
Notice to Proceed	April 16, 2024



10/12/22

**EXHIBIT
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor’s interests and such coverage and limits shall not be deemed a limitation on Contractor’s liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 4-5 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City’s option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor’s expense.



Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 4-5 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>



C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT **(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.