

CEDAR FALLS PUBLIC LIBRARY

**2022 REQUEST FOR PROPOSAL
(RFP)**

FOR BRANDING AND MARKETING SERVICES

RFP Issue Date: August 18, 2022

Bid Proposal Due Date: September 30, 2022

I. Introduction and Background

The Cedar Falls Public Library (CFPL) is issuing this Request for Proposals (RFP) for branding and marketing services and invites submissions from qualified firms.

Purpose

The development and implementation of library branding, a marketing strategy and a marketing plan to reach nonusers of the Cedar Falls Public Library.

Process

The proposal submission and review process will consist of two phases:

Phase I encompasses the issuance of the RFP, receiving proposals, and the review process.

Phase II of the process will be the selection of firms to participate in a more comprehensive review in which additional information may be requested and an oral interview conducted with selected firms.

At the conclusion of the evaluation process, a successful applicant may be chosen at the discretion of the selection committee.

Qualified Firms (Applicants)

- Demonstrated success in developing brand management plans and marketing strategies
- Experience in library marketing preferred, but not required
- Ability to provide comprehensive plans, creative, professional ad placement, and measurement with reporting and written overviews.

Questions

We've designed the RFP to provide applicants with the information necessary to prepare a competitive proposal. Any questions should be directed to Kelly Stern, director of the Cedar Falls Public Library. All questions must be submitted in writing via email. Questions that pertain to details of the RFP will be accepted until Friday, September 2, 2022, at 4:30 p.m.

Kelly Stern, Library Director, Cedar Falls Public Library
director@cedarfallslibrary.org

BACKGROUND

Mission

The mission of the Cedar Falls Public Library is:

Cultivating enduring pathways to experiences that inspire, enrich and captivate the imagination.

We also believe in these Values:

ACCESSIBILITY

Maintaining collections, services and spaces that are available to all.

COMMUNITY

Building relationships to serve local needs and interests.

DIVERSITY & INCLUSION

Respecting difference and welcoming all.

INTELLECTUAL FREEDOM

Upholding personal rights to confidentially and freely access information.

DISCOVERY, EDUCATION & LEARNING

Enriching lives through the pursuit of knowledge.

In 1877 the people of Cedar Falls were asked to vote on the question of a free tax supported library. The proposition carried, and one year later over 1,300 books were housed in two large rooms on Main Street.

In the 1900's Andrew Carnegie began giving his money to towns for libraries. Local civic leaders requested and were given a Carnegie grant of \$15,000. Sarah Dayton gave the city the lot on the corner of 6th and Main. In 1903 the Carnegie-Dayton Free Library was dedicated. This library had many additions and renovations and served the community until 2004 when it was demolished. Our current 47,000 square foot building opened in 2004.

CFPL serves the Cedar Valley community with diverse library collections and free programs and services. Our collections include books, video, audio materials, games, and our Library of Things includes musical instruments, garden tools, tech devices such as hotspots, and much more. We are probably best known for the summer library program and youth storytimes, but the library offers a variety of free programs for all ages including author talks, workshops and classes, arts and crafts programs, gardening programs, and numerous informational programs with experts as guest presenters. Raised garden beds in front of the library support our extensive garden program series and seed library. We collaborate with a number of local, regional, and national organizations for programs and exhibits.

Who We Are

The Cedar Falls Public Library is one of the few organizations in our community who serve residents from the time they are born until end-of-life with our diverse collection offerings, programs for all age groups, and services. We are a downtown destination near the Cedar Valley Trail System, and we welcome all. We are a place for learning, building literacies, bridging the digital divide, for discovering and pursuing one's interests and passions, and we are a friendly gathering place where residents can connect with others with similar interests. According to the Mayor of Cedar Falls, we are the community's living room.

Our Current Situation

The Cedar Falls Public Library has not been officially branded. Currently, we are using a staff-created logo that worked for a time, but we need to be branded. As a result, our messaging has been inconsistent in timing, content, and appearance. Our social media engagement with our patrons is limited to Facebook. Prior to 2020, staff promoted their own programs; consequently, these promotions lacked uniformity of message and appearance.

Strengths and Challenges

Strengths:

- We now have a dedicated part-time marketing person who works 29 hours per week with marketing training and expertise.

- Once patrons find us, they love the library. We have a sizable group of loyal users.

Challenges:

- Our dedicated marketing person is part-time, working 29 hours per week.
- Using only Facebook, the demographic we are reaching is likely mostly women aged 20-45.
- There is not enough staff time to dedicate to multiple social media platforms to widen our audience.
- New patron comments indicate to us that we are not adequately reaching residents who do not come to the library and do not follow us on Facebook. Reaching non-users with information about our collections, programs, and services has been a long-standing challenge.

II. Timetable

RFP Activity	Scheduled Dates
Distribution of RFP	Thursday, August 18, 2022
Written questions due	Friday, September 2, 2022
Proposal submissions due	Friday, September 30, 2022 before 5 p.m. CST
Oral interviews (optional, at the discretion of the Library)	Monday, Oct. 10--Friday, Oct. 21, 2022
Notice of selection	Thursday, November 3, 2022, tentative until Council approval
Start of initial contract period	December 1, 2022
End of initial contract period	April 30, 2023

III. Proposal Outline

- a. Table of Contents
- b. Introductory Letter
- c. Library Branding Plan, Marketing Strategies, and Marketing Plan
- d. Budget/Expenditure Plan
- e. Background and Demonstration of Past Performance

a. Table of Contents

The contents of the proposal should be complete, divided and in order, as specified above.

b. Introductory Letter

The introductory letter must be on the official letterhead of the company that will provide the work and must be signed by an individual authorized legally to bind the applicant along with the corporate seal, if any. If the signer is not the president or equivalent principal officer, if not a corporation, evidence shall be submitted showing the individual’s authority to bind the applicant. The letter must include complete

geographic, telephonic, and electronic contact information for 1) the business headquarters, 2) authorized signer, 3) RFP contact person and 4) primary person who will be responsible for performing the scope of the work described in the proposal.

c. Library Branding Plan, Marketing Strategies, and Marketing Plan

Applicant must submit a comprehensive plan with brand identification/story and strategies for implementation, including marketing strategies and advertising plan. The plan must lay out all the elements and activities for a successful plan that should:

- Drive visitors to the library and increase library usage
- Increase website visits
- Demonstrate how the brand will integrate with our existing social media and website
- Establish our brand in the minds of Cedar Valley residents
- Separate our brand from other libraries so that we're recognized quickly
- Inspire non-users to visit the library
- Increase awareness of the library among all of our audiences and encourage community support

d. Scope of Work

- The successful applicant will audit our organization's print and digital communications to determine what explicit and implicit messages are being sent
- Develop a brand plan that specifies our organization's primary audiences, brand values, personality, value proposition, brand positioning, and brand promise.
- Develop branding strategies as they relate to marketing: traditional print advertising, digital advertising, and content marketing, including the library's social media and our website.
- Provide guidance in brand launch
- Create a digital strategy and digital advertising plan as it relates to proposed branding strategies and the successful plan elements listed above.
- Define plan successes and provide post-advertising measurement and analysis guidance or tools.

e. Deliverables

- Creation of brand identity elements and a brand book including templates for print advertising that can be used by staff and designers
- Tagline development
- Creation of logo
- Creation of digital advertising strategies and digital advertising plan
- Creation of a mascot
- Branding plan document including branding strategies
- Creation of strategies for reaching library non-users

Excluded Work

Website development or maintenance
Renaming

Cedar Falls Public Library Marks

See Appendix 1 for our current, staff-created logo.

RFP Documents Online

Complete RFP documents are available for download online at <https://cedarfallslibrary.org/library/bid-opportunities/>.

IV. Budget/ Expenditure Plan

The budget must include costs for each deliverable listed in section III.e. The total cost of all items must not exceed \$50,000.00. The successful applicant/contractor will be responsible for staying within their budget presented in the proposal and as outlined in a contract. It will be expected that the successful applicant will be able to achieve all the goals set out in the proposal and within the approved timeframe without the need for any additional monies.

V. Background and Demonstrated Past Performance

Applicants must provide relevant information that clearly demonstrates the applicant's experience and knowledge of marketing as it relates to libraries or similar non-profit community service-oriented organizations. To be included, but not limited to:

- Applicant's establishment, development, and accomplishments
- Locations of business headquarters and brand offices, if applicable
- Number of years in business
- Number of years providing services relevant to the work described in this RFP
- Minimum of three (3) client references and a short narrative of the work provided, including success stories, and contact information for these previous clients
- Identification of all threatened or pending litigation and business disputes involving the applicant
- Description of the applicant's facilities, office space, and other physical assets available to the applicant to perform the work described in the RFP

VI. RFP Process

Phase I

- Issuance of the RFP on August 18, 2022
- Receipt of proposals no later than September 30, 2022
- Review of the bid proposals to assess compliance with mandatory requirements
- Detailed evaluation of proposed services

Phase II

- Presentations (optional, at the discretion of the Library)
- Ranking of proposals
- Recommendation to Library Board of Trustees from the Library's Marketing Team

Award decision by Cedar Falls Public Library and approved by Library Board of Trustees and City Council.

Submittal Procedure

The Cedar Falls Public Library must receive proposals in PDF format electronically by September 30, 2022, before 5:00 p.m. CST to director@cedarfallslibrary.org. Proposals may be mailed via USPS or delivered to the Cedar Falls Public Library but must be received before 5 p.m. CST on September 30, 2022. Compliance with this deadline is mandatory. Mailed or delivered proposals should be sent to:

Kelly Stern, Library Director
Cedar Falls Public Library
524 Main Street
Cedar Falls, IA 50613

Use of a file sharing service is allowed as long as the document is uploaded and a notification of the upload with password and link is emailed to Kelly Stern before 5 p.m. CST on September 30, 2022. Any costs of preparation and delivery of the proposals are solely the responsibility of the applicant.

VII. RFP Evaluation

Evaluation Process

The evaluation process is designed to award the contract to the vendor with the best combination of attributes to perform the required services.

Evaluation Criteria

The Cedar Falls Public Library will evaluate all proposals and make an award using the following criteria, which are listed in no particular order:

- Compliance with the mandatory requirements of the RFP
- Caliber of the applicant's experience and qualifications as outlined in section III and including introductory letter, background, and demonstrated past performance
- Demonstration of applicant's ability to meet all the service requirements of the RFP as outlined in section I (Qualified firms) and sections III (Plans) and IV (Budget) under Proposal Outline. Other factors include, but are not limited to:
 - Applicant's project approach and methodology
 - Quality of project work plan
 - Description of the proposed deliverables
 - Project management and internal controls

Provisions, Conditions, Disclaimers, and Disclosures Government contract restrictions and/or guidelines

The city has the right to accept none of the proposals, reject or deny any proposal, and accept partial proposals.

Insurance

Any consulting firm under contract with the City of Cedar Falls must agree to meet the minimum insurance requirements. A copy of those requirements is included as APPENDIX B.

Contracting Department

All contracts will be approved by the Library Board of Trustees and the Cedar Falls City Council. A sample contract for services for the City of Cedar Falls is included as APPENDIX C.

APPENDIX A: CEDAR FALLS PUBLIC LIBRARY LOGO (STAFF-CREATED)



Cedar Falls Public Library

Great Communities Deserve Great Libraries

Colors: Dark blue #131234, White #F6F6F6

APPENDIX B: INSURANCE REQUIREMENTS FOR CONTRACTORS FOR CITY OF CEDAR FALLS

Exhibit C

_____ (insert project name)

Cedar Falls, Iowa

City Project Number _____

08-24-2020

INSURANCE REQUIREMENTS FOR CONTRACTORS 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 with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.

3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:

- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
- Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

9. Errors and Omissions: If the Contractor’s scope of services includes design work or other professional 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 and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

10. 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.

11. Limits: By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor’s work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents

and volunteers 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 this contract or arising out of the work performed under this contract. The Contractor's policies of insurance 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.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

ATTACHMENT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit \$1,000,000	
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile:

\$1,000,000

(Combined Single Limit)

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella:

\$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions:

\$1,000,000

city of cedar falls, iowa

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Decla-
- Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

APPENDIX C: CITY OF CEDAR FALLS GENERAL TERMS AND CONDITIONS SERVICE/PRODUCT AGREEMENTS

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between _____ (“Contractor”) and the City of Cedar Falls, Iowa (“City”), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor’s Services

1.1. Contractor’s services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit “A” attached. (“Services” or “Scope of Services”)

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit “A” includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit “A”. The Contractor and the City agree that time is of the essence with respect to Contractor’s performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor’s cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit “B”. The maximum amount of all payments for Services shall be the amount set forth in Exhibit “B”, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit “B”.

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____(Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any

additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. 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 as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance 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.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such

disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Email: _____	Email: _____

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) _____

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Daniels, MMC, City Clerk

Date: _____