



CITY OF APPLETON

Community & Economic Development

100 N. Appleton Street

Appleton, WI 54911

p: 920.832.6468

f: 920.832.5994

www.appleton.org/government/community-and-economic-development

April 12, 2024

Re: Request For Proposals – City of Appleton’s Comprehensive Plan Update and Subarea Planning

Dear Interested Party,

City of Appleton’s Department of Community and Economic Development is seeking proposals for consulting services related to the City of Appleton’s Comprehensive Plan Update and Subarea Planning.

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 76,000. Appleton is located at the crossroads of Interstate 41 and U.S. Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City of Appleton is available on our website at: www.appleton.org.

The City of Appleton identified the need to update the Comprehensive Plan with an emphasis within land use and housing elements, build upon the misalignment of vision and planning identified in [Housing Development Policy Guide](#), and utilize housing demand and affordability identified in [College North Neighborhood Plan](#). The City of Appleton Comprehensive Plan 2010-2030 was adopted in 2010 and updated in 2017. Since 2017, various national, regional, and local priorities have undergone shifts in response to the prevailing circumstances.

The City of Appleton also recognized the need to build upon the Wisconsin Avenue, Richmond Street, and South Oneida Street Corridor Plans in the Comprehensive Plan. The subarea plans are located within the existing built environment in the City. Redeveloping or enhancing these subareas could potentially offer economic diversification opportunities beneficial to the neighborhood.

The details for this project are contained in the following Request for Proposals (RFP). The information can also be found on our website at the following link: <https://www.appleton.org/business/request-for-proposal-1787>.

If you have any issues locating documents or community information, please do not hesitate to contact me. Following is the tentative schedule for submission of proposals, evaluation, and selection of the consultant firm to complete this work.

<u>DATE</u>	<u>EVENT</u>
April 12, 2024	Issue Request for Proposals
April 22, 2024	Question Period End Date – Submit questions to Lindsey Smith
April 26, 2024	Addendum for Question Period Posted on City of Appleton Website
May 10, 2024	RFPs due on or before 4:00 PM CST
May 2024	Internal review of RFPs
May 22, 2024	Interviews
June 19, 2024	City Council Approval of Contract
July 1, 2024	Enter into contract for services with selected consultant – Contract Start Date / Project Kickoff
June 2026	Prepare and submit final deliverables

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Lindsey Smith".

Lindsey Smith
Principal Planner



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CITY OF APPLETON

Request for Proposals for Comprehensive Plan Update and Subarea Planning

Issued by:
City of Appleton, WI
April 12, 2024

Proposals must be received no later than:
4:00 PM CST, Friday, May 10, 2024

Submit Proposals and Questions to:
Lindsey Smith
Principal Planner

By mail:
100 N. Appleton Street
Appleton, WI 54911

Or electronically:
lindsey.smith@appleton.org

For further information regarding this request contact:
Lindsey Smith, Principal Planner
lindsey.smith@appleton.org
920-832-3943

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested, qualified parties with the information to enable them to prepare and submit a proposal for a consulting services contract. The selected consultant will complete and coordinate services related to the City of Appleton's Comprehensive Plan Update and Subarea Planning. The City of Appleton is utilizing funding from the American Rescue Plan Act (ARPA) to complete this project.

1.2 Background

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 76,000. Appleton is located at the crossroads of Interstate 41 and U.S. Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City is available on our website at: www.appleton.org.

The City of Appleton Comprehensive Plan 2010-2030 was originally adopted in 2010. In 2017, a 5-year update was adopted which included updates to the Parks & Recreation Master Plan (Chapter 18), full re-write of the Downtown Plan (Chapter 14), various text updates within Chapters 1-12, and future land use map amendments for specific properties. A copy of the City of Appleton's Comprehensive Plan can be viewed at the City website: <http://www.envisionappleton.org/documents> as well as subsequent planning documents: <http://www.envisionappleton.org/>

Since the completion of the Comprehensive Plan Update in 2017, the City has implemented several of the recommended policies that supported an additional \$3 billion in tax increment with the development of over 900 new residential units and various industrial and commercial projects. The City executed recommendations in the housing and land use chapter by allowing accessory dwelling units, permitting zero lot line duplex, reducing the minimum dwelling square footage per unit, adding ground floor residential as a permitted use in the Central Business District except along College Avenue, and creating a mixed use zoning district, C-1 Neighborhood Mixed Use District. The City recently created Tax Increment District #13 and approved the expansion of Southpoint Commerce Park to provide ready to build lots to retain and attract business and industry uses in the City. In addition, several new mixed-use spaces have opened nearby downtown such as Appleton Park Central, 320 East College LLC, RiverHeath, and Urbane 115. Several major projects currently in progress will impact the City in general, as they will influence future mobility, attraction of conventions and visitors and residential density. These include, but are not limited to: a rehabilitation of the library, the continued redevelopment of numerous downtown sites, West College Avenue Corridor Planning, and Complete Streets Study. Appleton overall continues to see increasing demand for new housing units and a solid commercial and industrial base. A copy of the City's Annual Growth Reports can be found at the City website: <https://www.appleton.org/government/community-and-economic-development/publications>

The updates to the Comprehensive Plan should account for progress made over the past five years, incorporate current data and trends, introduce new recommendations, as needed with an emphasis within land use and housing elements, build upon the misalignment of vision and planning identified in [Housing Development Policy Guide](#), utilize housing demand and affordability identified in [College North Neighborhood Plan](#), and restructure to user friendly and web-friendly dashboard or infographic style format in compliance with Wis. Stats. 66.1001.

The subarea planning will incorporate the newly created vision and goals of the Comprehensive Plan, and build upon the Wisconsin Avenue (Chapter 15), Richmond Street (Chapter 16), and South Oneida Street (Chapter 17) Corridor Plans in Comprehensive Plan 2010-2030. The subarea planning will expand the geographical scope of the existing corridor plans, identify and respond to current conditions and issues, provide an analysis, identify transformative sites with illustration of specific site recommendations, implementation plans and strategies to deliberately shape and stimulate development near Wisconsin Avenue, Northland Avenue and Richmond Street area, and S. Onedia Street. The plan will be used as a guide by the City and other stakeholders to promote future development that facilitates connections to the City, adjacent neighborhoods, and existing businesses.

1.3 Funding

This project is being supported, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF), which has been granted to *the Community and Economic Development Department* by the U.S. Department of the Treasury. Funds from the American Rescue Plan Act must be expended by the end of 2026. Firms should demonstrate their ability to comply with relevant ARPA requirements and to carry out and complete this project by June 30, 2026. Section 4.2 provides information and documents necessary to remain in compliance with federal requirements related to ARPA funding (see attachment).

1.4 Scope

The City is seeking to work with a firm to (A) Update the Comprehensive Plan and (B) Engage in Subarea Planning.

A. Update to the Comprehensive Plan Scope of Work must include:

1. Analysis of the City's existing comprehensive plan and other relevant long range plans for the City.
2. Compile current demographic, economic, and forecasting data for the following:
 - a. Issues and opportunities (Chapter 4)
 - b. Housing and neighborhoods (Chapter 5)
 - c. Land use (Chapter 10)
3. Compile applicable data that may be relevant for other chapters.
4. Creation of public participation plan that will assist in identifying issues and opportunities to create a vision for the City. Utilize [East Central Wisconsin Regional Plan Commission Equitable Engagement Toolkit](#) to create the public participation plan for more meaningful and purposeful engagement ensuring the representation of all populations.
5. Incorporate the vision into innovative goals, objectives and policies, and subsequent sections of the Comprehensive Plan.
6. Restructure the plan and document to user friendly and web-friendly dashboard or infographic style format.

7. Final Deliverables:
 - a. Written report,
 - b. Executive summary / overview presentation of findings.
 - c. All documents to be provided to City in original, editable format (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.) in addition to .pdf format.

B. Subarea Planning Scope of Work must include:

1. Planning Areas. The City has delineated the focus areas for each of the three subareas below. The planning for subareas is not constrained strictly to the boundaries outline on the maps, they can be expanded based on research and best practices. The maps are located in Section 4.0.
 - a. Wisconsin Avenue
 - b. Northland Avenue and Richmond Street
 - c. S. Oneida Street
2. Analysis of the City's existing comprehensive plan and other relevant long-range plans for the City relevant to the planning areas.
3. Compile current demographic, economic, land use, housing, commercial business market, and forecasting data within the planning area.
4. Creation of a public participation plan that will further refine and support the vision of the City by creating a shared vision and goals for the planning area.
5. Conduct a redevelopment feasibility analysis within the planning area to identify transformative sites. Create illustration of specific site recommendations.
6. Development of implementation plan with measurable benchmarks and party responsible for implementing.
7. Structure the plan to be user-friendly and web-friendly dashboard or infographic style format.
8. Final Deliverables:
 - a. Written report,
 - b. Executive summary / overview presentation of findings,
 - c. All documents to be provided to City in original, editable format (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.) in addition to .pdf format.

The firm may propose additional tasks and/or a revised scope based on experience with similar projects in similar cities. Sub-tasks, such as conference calls, draft reviews, etc. shall be considered part of the proposed scope but will not be detailed in this RFP. City staff will assist with supplying project information, stakeholder contacts, relevant policies, public engagement efforts, and providing other City-specific information related to the project.

2.0 PREPARING AND SUBMITTING THE QUOTE

The City of Appleton seeks, by way of this RFP, to obtain services in a manner that maximizes the quality of services while also maximizing value to the City. Firms must be able to show they are capable of performing the services requested and are able to complete the project within the timeline established by ARPA requirements and this scope.

2.1 Proposal Content & Organization

A. Title Page

Proposal title, the name of the firm, Unique Entity Identifier (<https://sam.gov/content/home>), address, telephone numbers, name of contact person, the date, and other relevant company information. Also include a list and contact information for any sub-consultants and the work they will perform.

B. Proposal Narrative

1. Provide description of the proposed project and your familiarity with the City of Appleton.
 2. Describe your firm's experience in similar areas of expertise. Include a minimum of three examples for which your firm executed similar projects and client reference contact information.
 3. Description of firm's organizational structure for the consulting team, along with their availability and experience to support the project.
 4. Provide your project approach, detailed work plan that address the scope of services, and description of public participation events. Describe anticipated interaction with City Staff. Provide project timeline indicating phases/milestones of the project.
- C. On a separate page, provide a total cost of the proposed project approach and separate project cost for (A) Update to Comprehensive Plan and (B) Subarea Planning. Total project cost should include all expenses associated with the plan, include travel and incidental costs. Provide the billing rate and anticipated hours for staff involved with the project.

2.2 Selection Process and Criteria

Proposals will be evaluated and scored by the project selection team using the following criteria:

A. Project Approach and Scope

1. Project and Community Understanding
2. Experience and Project Examples
3. Key Project Staff
4. Proposal Quality and Timeline
5. Project Cost

B. Selection Process will involve the following steps:

1. Project selection team will review proposals based on the scoring criteria above and rank submittals.
2. The top firms will present their proposal to the project selection team. The team will select a firm to advance in the selection process.
3. The selected firm will work with the City to develop a final scope and project cost.
4. Contract will be brought before City Council for approval.

2.3 Submittal

Consultants may send completed proposal via email or delivery by hard copy on or before 4:00 PM CST, Friday, May 10, 2024, to:

Lindsey Smith
Principal Planner
City of Appleton
100 N. Appleton Street
Appleton, WI 54911-4799
lindsey.smith@appleton.org

Submittals received after Friday, May 10, 2024, at 4:00 PM CST will not be accepted.

2.4 Liability

The City of Appleton is not liable for any cost incurred by proposers in replying to this request.

2.5 Contract Terms

The successful consultant will be required to sign a City of Appleton Consultant Services Contract and meet the insurance requirements attached to this RFP.

3.0 PROJECT CALENDAR

Listed below are the estimated dates of actions related to this request. In the event the City of Appleton finds it necessary to change any of the specific dates, it will do so.

<u>DATE</u>	<u>EVENT</u>
April 12, 2024	Issue Request for Proposals
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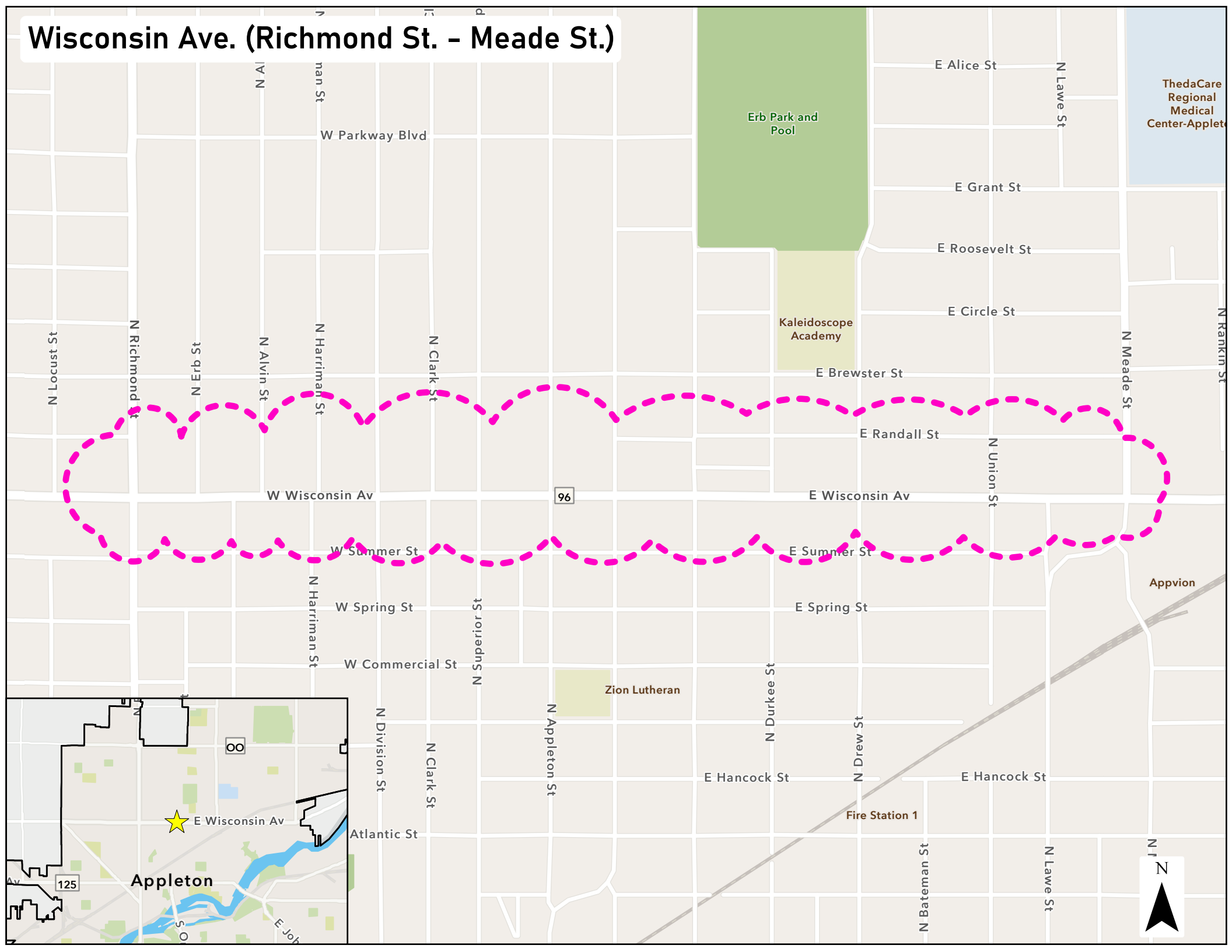
4.0 ATTACHMENTS

4.1 Subarea Maps

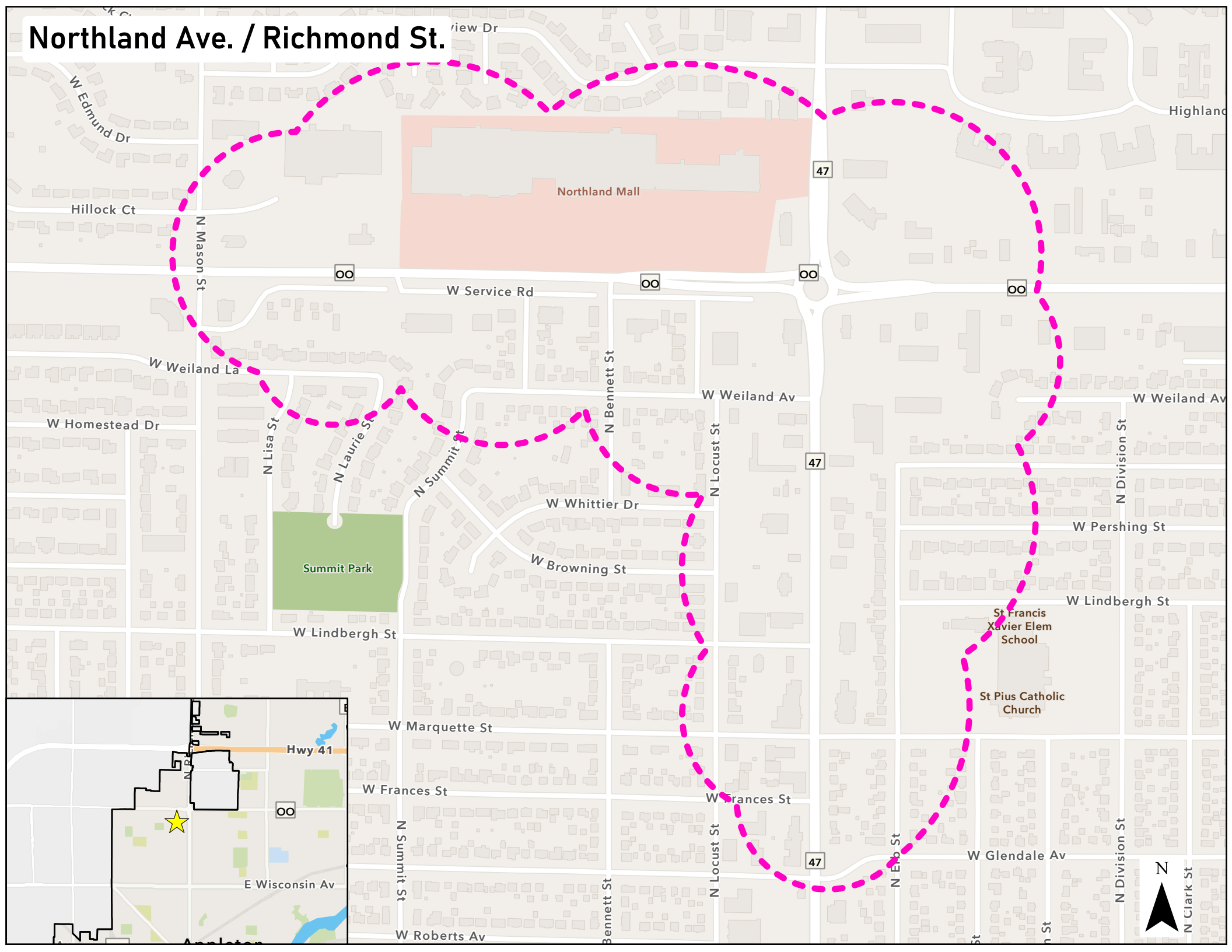
4.2 ARPA Uniform Guidance and Clauses

4.3 Insurance Requirements

Wisconsin Ave. (Richmond St. - Meade St.)



Northland Ave. / Richmond St.



4.2 ARPA Uniform Guidance and Clauses

Funding

This project is being supported, either wholly or partially, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF), which has been granted to *the City of Appleton* by the U.S. Department of the Treasury.

ARPA Funding

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Department of the Treasury (“Treasury”) issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and IFR 31 CFR 35.6(b)(7) THE CITY OF APPLETON may use Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

In May 2021, the Treasury published the interim final rule (“IFR”) describing eligible and ineligible uses of CSLFRF, as well as other program requirements. On January 6, 2022, the Treasury adopted the final rule implementing the CSLFRF program. The final rule became effective on April 1, 2022. Prior to the final rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect were in compliance with the CSLFRF program.

The Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, and broadband infrastructure.

The Contractor hereby agrees to use funds in the manner set forth by this Contract, its Exhibits, Treasury Final Rule, and applicable provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance, 2 CFR Part 200).

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Uniform Guidance Section	Uniform Guidance Section Title
§ 200.214	Suspension and debarment.
§ 200.215	Never contract with the enemy.
§ 200.216	Prohibition of certain telecommunications and video surveillance services or equipment.
§ 200.304	Bonds
§ 200.305	Federal payment.
§ 200.310	Insurance coverage.
§ 200.311	Real property.
§ 200.312	Federally owned and exempt property.
§ 200.313	Equipment.
§ 200.314	Supplies.
§ 200.315	Intangible property.
§ 200.316	Property trust relationship.
§ 200.318	General procurement standards.
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions.
§ 200.330	Reporting on real property.
§ 200.334	Retention requirements for records.
§ 200.335	Requests for transfer of records.
§ 200.336	Methods for collection, transmission, and storage of information.
§ 200.337	Access to records.
§ 200.339	Remedies for noncompliance.
§ 200.340	Termination.
§ 200.341	Notification of Termination Requirement
§ 200.342	Opportunities to object hearings and appeals.
§ 200.343	Effects of suspension and termination.
§ 200.346	Collection of amounts due.

Uniform Guidance Section	Uniform Guidance Section Title
Appendix II	Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)	Increasing Seat Belt Use in the United States
Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)	Reducing Text Messaging While Driving.

Contract Addendum

The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Community and Economic Development Department by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Community and Economic Development Department, according to *the City of Appleton Award Terms and Conditions* signed on January 6, 2022 by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity. 2 CFR Appendix-II-to-Part-200(C).** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Minority and Women Business Enterprises (if applicable to this Contract: 2 CFR 200.321).** The contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business,

and women's business enterprises;

- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51% owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51% owned and controlled in its daily operation by women. The State of Wisconsin maintains an online directory of W/MBE businesses, which can be accessed at: <http://www.Countyofmadison.com/dcr/aaTBDir.cfm>.

3. Suspension and Debarment. (applies to all purchases.) 2 CFR Appendix-II-to-Part-200(H)

- a. This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the Community and Economic Development Department. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to *the City of Appleton*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) 2 CFR Appendix-II-to-Part-200(I). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §

1352. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (applies to all purchases.) 2 CFR Appendix-II-to-Part-200(I)

- a. The Contractor agrees to provide the Community and Economic Development Department, *the City of Appleton*, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- b. The Contractor agrees to provide the Treasury Department, or authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.
- c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. 2 CFR Appendix-II-to-Part-200(F). Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.) 2 CFR Appendix-II-to-Part-200(G)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Community and Economic Development Department and understands and agrees that *the City of Appleton* will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE). § 200.216**

Contractor is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds. § 200.322:**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials). § 200.323**

- a. In the performance of this contract, the Contractor shall make maximum use of

products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)**, Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

12. **Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)**, Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

13. **Termination:** This Agreement will commence on Effective Date and will continue until terminated as follows:

(a) Either Party may terminate the Agreement upon notice to the other Party in the event of a breach by the other Party of any of its obligations hereunder if such breach continues uncured for a period of five (5) days after notice of such breach to the other Party;

(b) Either Party may terminate this Agreement upon notice to the other Party if the other Party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver is appointed on account of insolvency;

(c) Either Party may terminate this Agreement for its convenience upon thirty (30) days' notice to the other if there is no outstanding Project Assignment. The Company may terminate this Agreement for its convenience if the Contractor has not commenced work under an outstanding Project Assignment. In addition, if the Contractor has commenced work under a Project Assignment, the Company may terminate an outstanding Project Assignment by paying Contractor a termination fee of ten percent (10%) of the unpaid fee for Services which have been performed under such Project Assignment.

(d) If funds are not appropriated from which the Company can fulfill these obligations, this Agreement for services will automatically terminate. In the event of such termination, reimbursement will be for work completed and approved by Company before the effective date of such termination. Neither the Company nor the Contractor shall make any commitment for services beyond the period of which funds have been appropriated.

(e) Upon the termination of this Agreement for any reason, each Party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination will not relieve Contractor or Company of their obligations under Paragraph 6 ("Taxes and Benefits"), Paragraph 7 ("Intellectual Property"), Paragraph 8 ("Confidentiality") Paragraph 10 ("General") and Paragraph 11 ("Federally Mandated Contract Provisions"), nor will any such termination relieve Contractor or Company from any liability arising from any breach of this Agreement. Upon the termination of this Agreement for any reason, Contractor will immediately return to Company any Company property or information (including Confidential Information) that is in Contractor's possession or control.

IR 2.1 SMALL EXPOSURE JOBS
City of Appleton
Insurance Requirements

Project: _____

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit \$1,000,000
- Personal and Advertising Injury limit \$1,000,000
- General aggregate limit (other than products/completed operations)
per project \$2,000,000
- products/completed operations aggregate..... \$2,000,000
- Fire Damage limit — any one fire \$50,000
- Medical Expense limit — any one person \$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

Workers’ Compensation as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.

Builder’s Risk/Installation Floater/Contractor’s Equipment or Property (If applicable):

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS

- **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days’ prior written notice has been given to the City of Appleton.

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker’s Compensation, Employer’s Liability and if applicable, Watercraft Liability,

Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad as and with the same coverage limit as those required of the Contractor.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
 - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
 - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

- Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis**.
 - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.
 - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
 - Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
 - Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
 - Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
 - Deductible must be paid by the Contractor, consultants/engineers
 - The City of Appleton, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if “Wrongful Delivery” is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress

- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.

- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

- Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.

- Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.

- Commercial Crime Policy** per occurrence limit of \$100,000.