



CITY OF APPLETON

Community and Economic Development

100 N Appleton St

Appleton, WI 54911

p: 920.832.6468

f: 920.832.5994

April 12, 2024

RE: Request for Proposals – Neighborhood Leadership Academy

Community and Economic Development

100 N Appleton St

Appleton, WI 54911

Dear Interested Party,

City of Appleton's Department of Community and Economic Development is seeking proposals for consulting services for the development and facilitation of Neighborhood Leadership Academy programming for members of Appleton's neighborhood organizations.

City of Appleton first launched its Neighborhood Program in 1996, targeting core, older neighborhoods in central Appleton. The City recognizes the various benefits of having formal neighborhood organizations, including an increased sense of community, strong relationships between residents and local officials, and opportunities for neighborhood engagement and improvement efforts. Over time, the Neighborhood Program has evolved to be resident led. There are currently 21 active registered neighborhoods in the City of Appleton. Historically, the City offered biennial Neighborhood Leadership Academy programming to connect neighborhood leaders and provide them with the tools and knowledge necessary to create positive change in their neighborhoods.

City staff identified the reduction in neighborhood activity and connectedness due to necessary social distancing efforts during the COVID-19 pandemic as a negative impact on neighborhoods. The City hopes to remedy this through the creation of a Neighborhood Leadership Academy, an educational opportunity for neighborhood leaders to increase resident participation and engagement levels, enhance their programming, and create long-term, sustaining neighborhood organizations.

Consultants will be responsible for developing the scope of the project and trainings, coordinating training sessions and engagement opportunities, and facilitating and leading the training sessions given to neighborhood residents in Appleton. Major focus areas of Neighborhood Leadership Academy programming include project management and program development, life cycle of a neighborhood organization, asset-based community development, and neighborhood engagement efforts. This programming should also include deliverable resources for neighborhood leaders and their organizations, which can be used for the next 5-10 years to educate future neighborhood leaders and strengthen organizational development and capacity. The City hopes to empower neighborhood leaders to create change within their neighborhoods and grow overall community participation in the neighborhood organizations

that make Appleton stronger.

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:

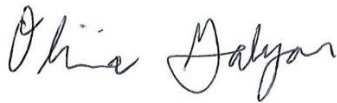
<https://www.appleton.org/business/request-for-proposal-1787>. If you have any issues locating documents or community information, please do not hesitate to contact me.

Following is the 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 main contact |
| April 26, 2024 | Addendum for Question Period Released |
| May 10, 2024 | RFPs due on or before 4:00 PM |
| May 2024 | Internal review of RFPs |
| May 20-24, 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,



Olivia Galyon
Community Development Specialist



CITY OF APPLETON

CITY OF APPLETON

Request for Proposals for Neighborhood Leadership Academy Programming, Engagement, and Delivery

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

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

Submit Quotes to:
Olivia Galyon
Community Development Specialist

By mail:
ATTN: Community Development Specialist
100 N. Appleton Street
Appleton, WI 54911

Or electronically:
Olivia.Galyon@Appleton.org

For further information regarding this request contact:
Olivia Galyon, Community Development Specialist
Olivia.Galyon@Appleton.org
920-832-6469

1.0 GENERAL INFORMATION

1.1 Introduction

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 US Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. Appleton is the sixth most populous city in Wisconsin and is the largest city in the Fox Cities Metro Area. More information about the City is available on our website at <https://www.appleton.org/>.

1.2 Background

City of Appleton first launched its Neighborhood Program in 1996, targeting core, older neighborhoods in central Appleton. The City recognizes the various benefits of having formal neighborhood organizations, including an increased sense of community, strong relationships between residents and local officials, and opportunities for neighborhood engagement and improvement efforts. Over time, the Neighborhood Program has evolved to be resident-led and focuses on strengthening communication between neighborhoods and City Hall. There are currently 21 active registered neighborhoods in the City of Appleton, with various levels of resident engagement and activity. Registered neighborhoods participating in the Neighborhood Program can apply for the City's Neighborhood Grant Program, which provides CDBG funding to eligible neighborhood projects and programs, as well as a small amount of non-CDBG funding.

Historically, City of Appleton offered biennial Neighborhood Leadership Academy programming as part of the Neighborhood Program. The Academy offered neighborhood leaders a chance to connect and provided them with the tools and knowledge necessary to create positive change in their neighborhoods. A key component of the biennial meetings was peer share-out among Neighborhood Leaders to help build connections and share best practices. Funding for this program was reduced, and staff capacity has been limited to continue offering such a program. Furthermore, regular activity of neighborhood organizations was severely limited by the COVID-19 pandemic, especially with limited opportunities for events and gatherings. This project was spurred by the desire to re-engage Appleton's neighborhoods and use the available ARPA funding to enhance community connections.

1.3 ARPA Requirements

This project is being supported, in whole or in part, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF) granted to The City of Appleton by the U.S. Department of the Treasury. Contractors are required to follow all federal guidelines related to ARPA spenddown, eligible activities, and reporting as specified in the Uniform Guidance (2 CFR Part 200). Due to the time-limited nature of ARPA funding, consultants must demonstrate their capacity to complete all activities related to this project by June 30, 2026, and all final reporting activities by September 29, 2026.

Further guidance on ARPA regulations can be found in the ARPA Contract Addendum attached to this RFP.

2.0 PROJECT OBJECTIVES

2.1 Project information

This iteration of the Neighborhood Leadership Academy project is intended to reinvigorate connections between neighborhood residents and provide opportunities for education and engagement. Priorities of this project include:

- bring residents from various neighborhoods in Appleton together for engagement and discussion of strengths and challenges,
- increase the effectiveness and sustainability of these neighborhood organizations,
- provide deliverable informational resources that neighborhoods can use beyond the life of the Academy, including but not limited to:
 - resident engagement guides
 - project planning and grant management handbooks
 - organizational development strategy

Deliverables produced will serve as an educational resource for current and future neighborhood leaders. Resources produced should be available for neighborhood members in a digital format with a printable version available. Provide City staff with original documents in editable format in addition to PDF version (e.g. .docx, .ppt, .gpx, .skp, .ai, .shp, .gdb, etc.)

The main goals of this project are to provide neighborhood leaders with information and strategies to build engagement and community within their neighborhoods.

2.2 Scope of Services:

The Neighborhood Leadership Academy is expected to be a multi-session training opportunity for neighborhood leaders, with sessions covering a variety of topics related to neighborhood development. The selected consultant firm will be responsible for the planning and preparation of the Academy curriculum, outreach to neighborhood residents, facilitation and delivery of the Academy sessions, and creation of deliverable educational resources for future use.

Neighborhood Leadership Academy training sessions are expected to be held in person to give participants opportunities for discussion and collaboration, but some remote/hybrid options can be considered. Participation by neighborhood residents in all sessions should be encouraged but not required. Topics covered in the sessions should also be covered in deliverable resources to be shared throughout a neighborhood, to increase the reach of the program.

Due to the time-limited nature of ARPA funding, consultants must demonstrate their capacity to complete all activities related to this project by June 30, 2026, and all final reporting activities by September 29, 2026.

An example of potential project activities and topics to include in the scope of work is listed below. These topics are divided into general categories and represent areas that staff have identified as important aspects of neighborhood development, but are not representative of all potential topics to be covered during the Academy. These topics can be expanded upon or updated to encompass current research and best practices regarding neighborhood organization development, as the consultant sees fit:

- Project Management and Program Development:
 - Project planning and implementation
 - Grant application process, grant tracking, and financial management basics
 - Specifically reference CoA Neighborhood Grant program
- Life Cycle of a neighborhood org
 - Engaging new members
 - Sustaining continuous engagement and building momentum
 - Succession – who takes over neighborhood leader roles
 - Capacity building & organizational development
 - Managing conflict and change within a neighborhood
- Neighborhood Assets
 - Marketing & communications – promoting the neighborhood, organization, events, and neighborhood assets
 - Asset-based Community Development & Asset mapping
 - Gauge interest in and set up neighborhood walk-throughs with City staff, led by neighborhood members to show assets, discuss concerns, etc.
- Engagement and Community Connections
 - Identify and execute growth of neighborhood orgs and bring new neighborhoods into Neighborhood Program – Prior to workshop kickoff
 - Partnership and collaboration with local businesses/community organizations/advocacy groups
 - Working with local city and elected officials
 - Connecting with local schools
 - Schools as a resource/community center space
 - Examples from Appleton neighborhoods
 - Erb Park and Kaleidoscope
 - West Appleton Neighborhood – West High, Wilson Middle School

3.0 PREPARING AND SUBMITTING THE PROPOSAL

3.1 Proposal Content & Organization

A. Title Page

Proposal title, the name of the consultant, Unique Entity Identifier (<https://sam.gov/content/home>), address, telephone numbers, name of primary contact, date of submittal, 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 a description of the proposed project and your familiarity with the City of Appleton

2. Describe your organization's experience in similar areas of expertise. Include a minimum of three examples for which your organization executed similar projects and client reference contact information.
 3. Description of 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 addresses the scope of services and training sessions, and description of public participation events. Describe anticipated interaction with City Staff. Provide project timeline indicating phases/milestones of the project.
- C. Provide total cost of the proposed project approach on a separate page. Total project cost should include all expenses associated with the plan, including travel and incidental expenses. Provide the billing rate and anticipated hours for staff involved with the budget.

3.2 Selection Criteria:

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

A. Project Approach & Scope:

1. Proposal Quality: Creativity and approach to accomplishing project goals.
2. Scope of work
3. Key project staff
4. Project Cost

B. Ability to Perform

1. Organizational capacity
2. Team experience & qualifications
3. Past projects

3.3 Selection Process:

The project selection process will include the following steps:

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

3.4 Submittal

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

Olivia Galyon
Community Development Specialist
City of Appleton
100 N. Appleton Street

Appleton, WI 54911-4799
olivia.galyon@appleton.org

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

3.5 Liability

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

3.7 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.

4.0 CALENDAR

The following is an estimated project timeline and can be amended as necessary. Consultants may submit their own project timelines with differing program dates, provided all project activities are completed by June 30, 2026.

4.1 Project timeline

| <u>DATE</u> | <u>EVENT</u> |
|--------------------|--|
| July 2024 | Enter contract with consultant. |
| Summer& Fall 2024 | Consultant carries out activity planning and prep, scheduling and program development, and recruitment and promotion of the project. Recruitment should include targeted outreach and engagement efforts to recruit neighborhood leaders and encourage new participants. |
| Winter 2024- 2025 | Neighborhood Academy begins training sessions. |
| Spring/Summer 2025 | Session continue, implementation/follow-up. |
| Fall 2025 | Prep for second cohort. |
| Winter 2025-2026 | Second cohort session begins. |
| Spring/Summer 2026 | Wrap up programming by June 2026. |
| September 2026 | Complete final reporting requirements. |

4.2 RFP 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> |
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June 2026

Prepare and submit final deliverables

5.0 EXHIBITS:

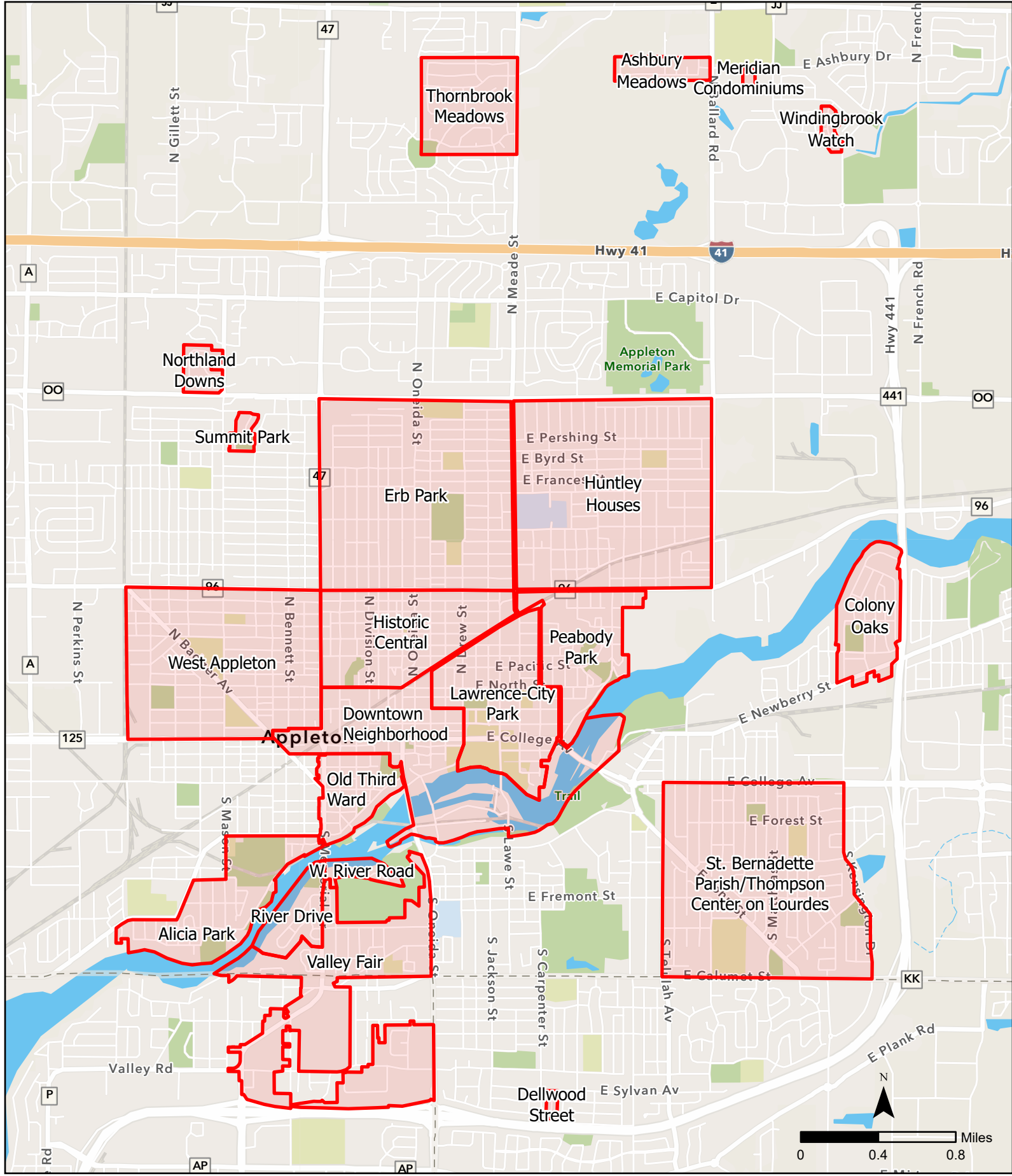
Neighborhood Program link on CoA website (<https://www.appleton.org/residents/neighborhood-program>)

Map of registered neighborhoods

Neighborhood Grant Program Infographic

ARPA Uniform Guidance Addendum

Insurance Requirements



Registered Neighborhoods - November 2023

THE NEIGHBORHOOD GRANT PROGRAM

This document is intended to showcase projects that have received funding through the Neighborhood Grant Program, which is available to all registered neighborhoods within the City of Appleton. For more information, please contact the Community & Economic Development Dept. at (920) 832-6468.

A LAWRENCE-CITY PARK

Year: 2015
Funding Source: General Fund
Award Amount: \$1,800
Description: Print and mail a postcard to encourage participation in an online survey, as well as invite neighbors to a potluck.



B HUNTLEY HOUSES

Year: 2015
Funding Source: CDBG
Award Amount: \$70,000
Description: Add a community fitness playground at Huntley Elementary School, including purchase of equipment, site preparation, and surfacing.



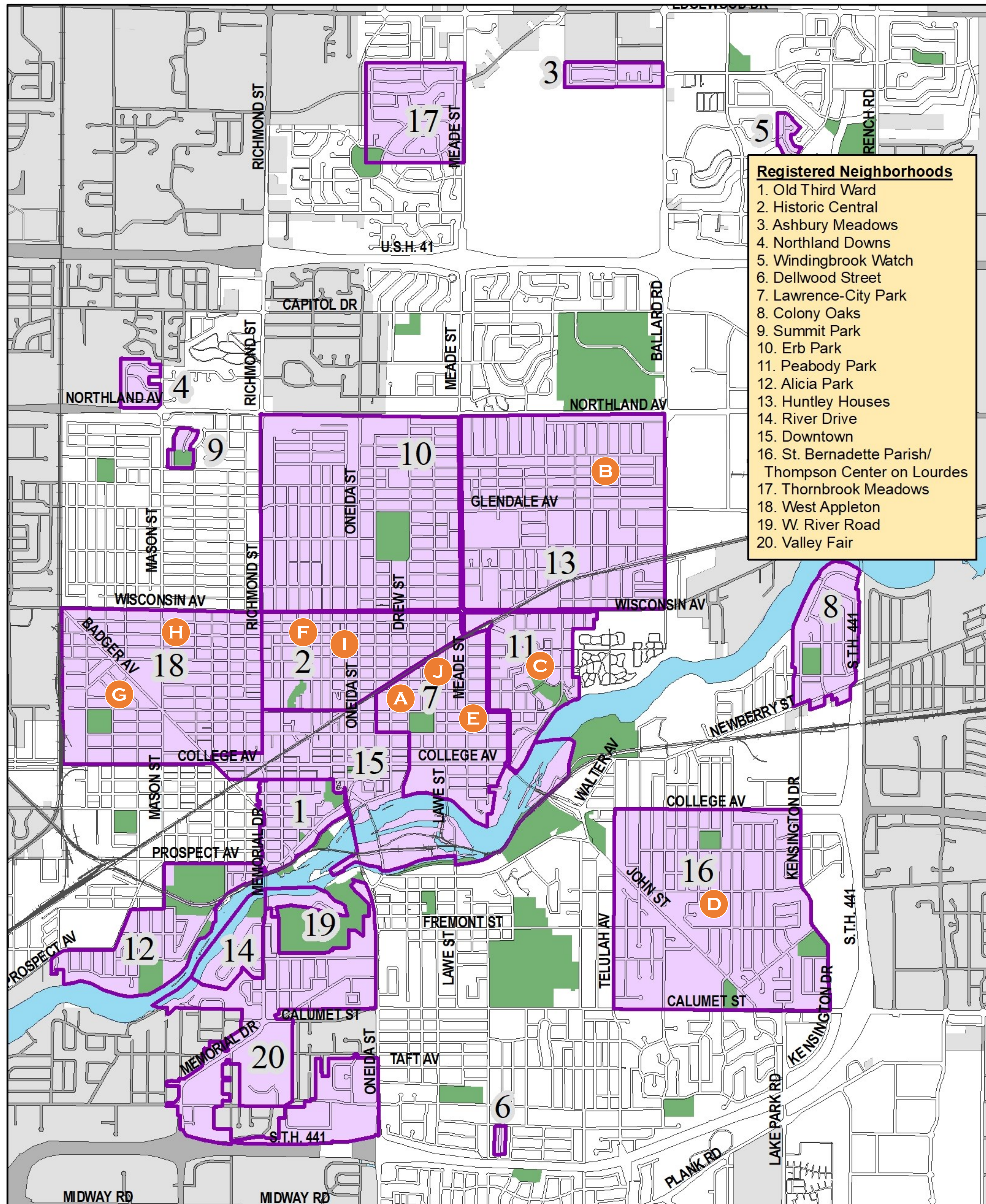
C PEABODY PARK

Year: 2016
Funding Source: General Fund
Award Amount: \$1,200
Description: Promote a family fun run with mailed brochures. Cover the cost of park pavilion fees for the event.



D ST. BERNADETTE

Year: 2017
Funding Source: CDBG
Award Amount: \$60,000
Description: Address fire and building code requirements at the Thompson Center on Lourdes, including an electrical inverter and exit path lighting.



- Registered Neighborhoods**
1. Old Third Ward
 2. Historic Central
 3. Ashbury Meadows
 4. Northland Downs
 5. Windingbrook Watch
 6. Dellwood Street
 7. Lawrence-City Park
 8. Colony Oaks
 9. Summit Park
 10. Erb Park
 11. Peabody Park
 12. Alicia Park
 13. Huntley Houses
 14. River Drive
 15. Downtown
 16. St. Bernadette Parish/Thompson Center on Lourdes
 17. Thornbrook Meadows
 18. West Appleton
 19. W. River Road
 20. Valley Fair



Registered Neighborhoods

- E** Lawrence-City Park Family Fun Run (2018)
- F** Historic Central Survey (2018)

G WEST APPLETON

Year: 2019
Funding Source: General Fund
Award Amount: \$3,300
Description: Promote neighborhood launch and back to school events with mailers. Print surveys for door-to-door outreach.



H WEST APPLETON

Year: 2019
Funding Source: General Fund
Award Amount: \$1,500
Description: Print and mail a postcard to encourage participation in "make a difference day" volunteering opportunities.



I HISTORIC CENTRAL

Year: 2021
Funding Source: General Fund
Award Amount: \$1,500
Description: Promote "Porchfest" with banners, yard signs, and flyers to advertise the neighborhood event.



J LAWRENCE-CITY PARK

Year: 2021
Funding Source: General Fund
Award Amount: \$2,000
Description: Postcard mailers, yard signs, posters, and banners to encourage participation in a block party.



4.1 Service/Professional Contracts for \$10,001 to \$250,000

4.1.1 ARPA Funding Language

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 and 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 rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect complied 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 businesses, 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 before 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).

4.1.2 Publications

Any publication created using funds from this award must include the following statement: "This project is being supported, in whole or in part, by federal award number 21.027 - Coronavirus State and Local Fiscal Recovery (CSLFRF) granted to The City of Appleton by the U.S. Department of the Treasury."

4.1.3 Flow Down Clauses

Include the flow down clauses in the solicitation and the resulting contract.

[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. |
| Appendix II | Contract Provisions for Non-Federal Entity Contracts Under Federal Awards |
| Executive Order 13043, 62 FR | Increasing Seat Belt Use in the United States |

| Uniform Guidance Section | Uniform Guidance Section Title |
|---|--|
| 19217 (Apr. 18, 1997) | |
| Executive Order 13513, 74 FR 51225 (Oct. 6, 2009) | Reducing Text Messaging While Driving. |

AMERICAN RESCUE PLAN ACT 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: <https://wisdp.wi.gov/Search.aspx>.

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 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 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.

- This form is required only for purchases of more than \$100,000-

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing a

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.