

**Request for Proposal (RFP) #2
Initiative 41**

**Implementation of the Aerospace
Cluster**

Creation of an Aviation/Aerospace Fund Network



Request from:
City of Oshkosh, Wisconsin
215 Church Ave. P.O. Box 1130
Oshkosh, WI 54903-1130

January 27, 2017

1.0 INTRODUCTION

The City of Oshkosh (City) is seeking a qualified aerospace related economic development consultant to implement a regional Aerospace Cluster Plan with three components.

2.0 BACKGROUND

The City is situated approximately 90 miles north of Milwaukee and 50 miles south of Green Bay in Wisconsin with easy access to STH 21 and I-41 (soon to be designated as an interstate), and is home to the University of Wisconsin Oshkosh, a comprehensive university serving 13,000 students. It is in Winnebago County (County), which owns Wittman Regional Airport, a general aviation airport serving the County and surrounding region. The City and County completed development in 2016 of an 80 acre business park adjacent to Wittman Regional Airport focused on fostering growth in aerospace related business. Other airports in the region have similar strategic goals and assets to support the growth of a regional aerospace business cluster including Fond du Lac County Airport, Outagamie County Airport (Appleton International Airport) and Austin Straubel International Airport. The Department of Defense (DoD) has provided grant funding to assist with implementation efforts surrounding development of aerospace business cluster in the Oshkosh region.

2.1 Economic Conditions

The City and surrounding region has traditionally been a manufacturing hub, with a heavy concentration in plastics and paper packaging and defense contracting. The local paper industry has been in decline as the industry continues to consolidate and move overseas. Oshkosh Corporation (OC), the City's largest employer, is a large defense system manufacturer, Original Equipment Manufacturer ("OEM"), of ground-based, wheeled tactical and heavy duty vehicles. At the start of 2012, OC employed 4,000 in its Defense division in the greater Oshkosh-Appleton area (i.e., the Oshkosh-Neenah MSA), where it operates 7 manufacturing plants. OC is the largest employer and company (by annual income) in the Oshkosh-Neenah MSA.

The confluence of impacts to DoD weapons system spending created by the drawdown of troops, assets and operations in overseas contingency areas; the

effects of 2012 the Budget Control Act on DoD's budget; and the ongoing impacts caused by budget sequestration on the DoD budget have affected DoD's procurement of ground-based, wheeled vehicle systems. In response, in October, 2012, and again in April, 2013, OC publicly announced layoffs of more than 1,200 Defense division employees, comprising a mixture of hourly and salaried employees, predominantly from its production line workforce.

These layoffs led to a "trickle down" effect as vendors and suppliers are affected by the loss of OC business. Leaders in the region have been working for several years on efforts to grow and diversify the economy to include with our traditional industries, new types of industry which the resources of the area can support.

Many have long believed aviation is such an industry. The City is the home of the world headquarters of the Experimental Aircraft Association (EAA), which hosts the AirVenture fly-in each year. For one week each summer, EAA members and aviation enthusiasts totaling more than 500,000 from more than 60 countries, 800 exhibitors and 10,000 airplanes attend EAA AirVenture at Wittman Regional Airport, where they celebrate the past, present and future in the world of flight. During AirVenture, Wittman Regional Airport is the busiest in the world. EAA calls AirVenture the "world's largest general aviation marketplace." Wittman Regional Airport has world class facilities, including a runway that can accommodate the Concorde or AirBus 380 and is underutilized 51 weeks of the year.

In addition to the assets of EAA and Wittman Regional Airport, the region has spawned a new organization supporting innovators in aerospace, UW Oshkosh's AeroInnovate. AeroInnovate was first conceptualized in 2007 and brings together aerospace related entrepreneurs from across the globe that are starting and growing aerospace related businesses and bringing new technologies to the marketplace with resources they need to grow their business. Its goal is to facilitate the alignment of innovators to develop new aircraft, aerospace products and services that will be commercialized and create global opportunities in aerospace.

Educational institutions in the region offer aviation education programming. Fox Valley Technical College (FVTC), serving the region, has education programming in pilot training, aircraft electronics and airframe power plant mechanics. UW Oshkosh, in collaboration with FVTC offers a degree in Bachelor of Applied Studies in Aviation Management.

The Region also has a strong manufacturing labor force and supply chain, and over 250 aviation suppliers are located in the State of Wisconsin. Efforts are also underway at the state level, led by the Lt. Governor's office, to create a state based consortium to support the aerospace industry already here in Wisconsin, as well as to foster growth in the industry.

3.0 STUDY AREA

The Project is targeted towards expansion of existing manufacturers and/or the development or location of new aerospace related companies to the region, with the City as the lead community. Other airports in the region included in the Project, have similar strategic goals to grow an aerospace business cluster and have sufficient assets to support such a cluster. These airports include Winnebago County, Fond du Lac County, Outagamie County (Appleton International) and Austin Straubel International.

4.0 PROJECT OVERSIGHT

4.1 The Project will be overseen by a subcommittee lead by the Initiative 41 Committee. The Initiative 41 Committee was formed in 2013 to promote Wittman Regional Airport, create a business park focused on aerospace and grow the industry in the City and region. The Initiative 41 Committee includes representatives from the City, County, Regional Airports, UW Oshkosh, FVTC, the Oshkosh Chamber, EAA, airport tenants, AeroInnovate, the Wisconsin Economic Development Corporation and private businesses all interested in advancing an aerospace business cluster.

4.2 A subcommittee of the Initiative 41 subcommittee will recommend the hiring of a qualified consultant to undertake this Project for approval by the Oshkosh Common Council.

4.3 The Initiative 41 subcommittee and the Contractor will meet periodically throughout the course of the Project in order to guide its progress. There will also be meetings with the other Initiative 41 partners as well.

4.4 The study is being funded from/by the U.S. Department of Defense and local sources.

5.0 STUDY OBJECTIVE/OUTLINE

The project partners including the City of Oshkosh, Wittman Regional Airport, Outagamie County Airport (Appleton International Airport), Fond du Lac County Airport, Austin Straubel International Airport, the Wisconsin Aerospace Partners and Wisconsin Economic Development Corporation seek to build capacity and implement the business plans developed during the planning phase for the aerospace cluster with a focus on maintenance, repair, and overhaul and new technologies including additive manufacturing, addressing critical needs identified in the planning effort and the Charette process – increasing staff and resource capacity, access to investment capital, workforce availability and development and opportunities for manufacturers and suppliers to engage with each other.

6.0 CONSULTANT QUALIFICATIONS

In response to this RFP, the proposer will provide the following information:

- 6.1 A narrative detailing how the contractor proposes to undertake the Project, based on the outline in Section 7.0, to include a detailed work plan and timeline, indicating when tasks are expected to be done and key milestones for receiving input or approval from the City or others,.
- 6.2 Description of the contractor's firm, expertise, background (including background related to aerospace industry), firm size, office locations and office that will be responsible for managing and performing work.
- 6.3 Description of ability to implement project.
- 6.4 Names, qualifications and experience of the staff and/or sub-contractors to be assigned to the Project. Please include resumes of key personnel (no more than 2 pages per person).
- 6.5 A brief summary of why the consultant believes his/her firm is qualified to undertake the Project.

6.6 Provide the names and contact information for clients to whom the consultant has provided similar services over the past five years.

6.7 Confirm that a representative of the contractor's firm will be prepared to attend an initial interview with the Project Oversight subcommittee, if so invited.

7.0 SCOPE OF SERVICES

The project partners including the City of Oshkosh, the Greater Oshkosh Economic Development Corporation, Wittman Regional Airport, Outagamie County Regional Airport, Fond du Lac County Airport, Austin Straubel International Airport, the Wisconsin Aerospace Partners and Wisconsin Economic Development Corporation seek to build capacity and implement the business plans developed during the planning phase for the aerospace cluster with a focus on maintenance repair and overhaul and new technologies involving additive manufacturing, including addressing critical needs identified in the planning effort and the Charette process – increasing staff and resource capacity, access to investment capital, workforce availability and development and opportunities for manufacturers and suppliers to engage with each other. This effort will be achieved through subcontracts with one or more subcontractors.

The selected contractor(s) will undertake an effort to design a regional network of investment funds to support the cluster activity, develop a template to create other funds in each community that is part of the cluster effort and build the first fund in Oshkosh. Increasing access to capital for companies which want to start or expand as part of the cluster has been identified as a critical need in the planning process and was a Charette action item. The network of aerospace funds would invest in companies which want to start or expand in the region as part of the cluster, including AeroInnovate companies. The objective is to build a network of funds with 50% public and 50% private support – one fund in each community of the cluster region. At least a portion of the fund would be evergreen in nature, with investment returns re-invested into the fund. Following year 1, the operations of the fund will be self-sustaining through an annual management fee and the contractor(s) would seek to share operational costs with another fund or organization.

7.1 Task:

1. Aviation/Aerospace Fund Network – design network of funds, create template to build funds in each community that is a part of the cluster effort and build the first fund in Oshkosh

7.2 Deliverables:

1. Aviation/Aerospace Fund Template and Network Design
2. Aerospace Fund in Oshkosh

8.0 TIMELINE

The grant from the Department of Defense requires all work be completed within a twenty four month timeframe, expected to be completed by December 31, 2018. All proposals should provide a detailed timeline with milestones corresponding to the scope of work in section 7.0.

9.0 ELEMENTS OF PROPOSAL

The proposer must submit 4 sealed copies and a digital copy via CD or jump drive and include the following items:

1. Proposal name
2. Company name, address, telephone and fax numbers
3. Name, address, telephone number and email address of company contact for this RFP.
4. Items required in Section 6.0, 7.0 and 8.0.
5. Proposers must make full disclosure, in writing, of any relationship of any employee, officer, or director of the proposer to the City. In addition, proposers are to reveal particulars of any employee, officer, or director of the DoD or any immediate relative thereof, who holds, directly or indirectly, ownership or other financial interest in the proposer. The proposers shall also disclose their participation and/or interest in other Initiative 41 Tasks.
6. Anticipated cost of services and estimated hours. Costs shall include all items of labor, travel and all other costs necessary to fully provide the services outlined in this RFP. Proposers shall provide an estimated amount of time the proposer feels will be necessary to undertake each step of the Study and a breakdown of how many hours it is expected that each staff member assigned to the Study and any sub-contractors will spend on the Study, as well as their hourly rate.
7. Proposers do not need to complete any items in the attached Exhibits, which are referenced in 10.3.

10.0. EVALUATION AND SELECTION OF PROPOSALS

10.1 An Initiative 41 subcommittee will evaluate the proposals to ensure compliance with the requirements of the RFP. Failure to meet these requirements may result in rejection of any proposal. Evaluations will be based on the proposals, applying the following criteria as to each proposal:

1. Proposed approach to the project;
2. Qualifications of the firm for undertaking this project;
3. Qualifications, experience and availability of the firm's key personnel and the personnel who will be working directly on the project;
4. Ability to meet the City's budget and schedule requirements;

10.2 The Committee will make a formal recommendation to the Oshkosh Common Council, who will make the final selection. City may, at its discretion, require additional information, oral interviews or presentations of one or more proposers to assist in the evaluation process. The City reserves the right to accept or reject all or part of any proposal, reject all proposals, waive any informalities in the process, or to accept any proposal deemed in the best interests of the City. The City is not bound to accept the lowest or highest financial offer.

10.3 The City will notify all proposers upon completion of the evaluation process. The City will begin negotiating with the proposer whose proposal best met the RFP objectives. The scope of services defined in this RFP, the cost schedule supplied by the proposer, along with any subsequent scope addenda/amendments, will become the scope of the work for the proposer. No act of the City other than a written notice signed by the City Manager shall constitute an acceptance of a proposal. Such acceptance shall bind the successful proposer to execute in a manner satisfactory to the City a contract in a form of that attached as Exhibit A and to require the proposer to provide proof of required insurance coverage, naming the City as an additional insured. The City's insurance requirements are attached to this RFP as Exhibit B. Upon signature of the agreement by the successful proposer and designated City officials, the agreement will become binding and the proposer may begin to execute its scope of work.

11.0 DUE DATE AND DISCLOSURES

11.1 Due Date. All proposals, sealed and marked “**Implementation of the Aerospace Cluster – Creation of an Aviation/Aerospace Fund Network**”, must be received by the City of Oshkosh, City Clerk’s Office, 215 Church Avenue, PO Box 1130, Oshkosh, WI 54901 by **3:00 p.m. on February 10, 2017**. Any proposal received after this time will not be considered.

11.2 Addenda / Questions All requests for interpretations, corrections or questions to this RFP must be emailed to Community Development Director Allen Davis (adavis@ci.oshkosh.wi.us) by **10 a.m., February 8, 2017**. Only interpretations or corrections of the RFP made in writing by the Community Development Director are binding. Proposers interested in receiving proposal addenda based on these interpretations or corrections shall provide an email address to the Community Development Director.

11.3 Acknowledgment/Withdrawal. It is neither the City’s responsibility nor practice to acknowledge receipt of any proposal. Proposals may be withdrawn by notice to the City at the address above in 11.1 any time prior to the submittal deadline. Such notice shall be in writing over signature of the proposer, or by e-mail. If by e-mail, written confirmation over the signature of the proposer shall be mailed and postmarked on or before the date and time set for receipt of proposals, and it shall be so worded as not to reveal the amount listed in the original proposal.

11.4 Costs to Prepare Proposals. The City will not be liable for any costs incurred by the proposer in responding to this RFP or participating in the RFP process. Such costs are the sole responsibility of the proposer.

11.5 Open Records Disclosure. The City is a governmental entity which is subject to the Wisconsin Open Records laws. Therefore, all proposals and other materials submitted to the City may be considered a public record accessible to anyone who may request such information. If you believe that any information or document that you may submit to the City is not, or should not be, a public record, then you must contact the City before it comes into the possession of the City. The City will be glad to answer questions about the applicability of open records laws and to come to some type of resolution, if possible, regarding particular circumstances.

Any ongoing discussions regarding open records will not extend the deadline for submitting proposals.

AGREEMENT

This AGREEMENT, made on the _____ day of _____, 2017, by and between the CITY OF OSHKOSH, party of the first part, hereinafter referred to as CITY, and CONSULTANT'S NAME, ADDRESS _____, party of the second part, hereinafter referred to as the CONSULTANT,

WITNESSETH:

That the CITY and the CONSULTANT, for the consideration hereinafter named, enter into the following AGREEMENT for SERVICES DESCRIPTION _____.

ARTICLE I. PROJECT MANAGER

A. Assignment of Project Manager. The CONSULTANT shall assign the following individual to manage the PROJECT described in this AGREEMENT:

Name- Title

B. Changes in Project Manager. The CITY shall have the right to approve or disapprove of any proposed change from the individual named above as Project Manager. The CITY shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change.

ARTICLE II. CITY REPRESENTATIVE

The CITY shall assign the following individual to manage the PROJECT described in this AGREEMENT:

Name – Title

ARTICLE III. SCOPE OF WORK

The CONSULTANT shall provide the services described in the CITY's Request for *Proposals and Proposal for the* CONSULTANT. CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CONSULTANT's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall remain the property of the CITY.

- A. The CONSULTANT shall cooperate with City to provide ECWRPC information required to submit SF 270 "Request for Reimbursement" (Request), which includes detail for both federal and in-kind funds, in order to reimburse the City for costs incurred in connection with the Project.

B. The CONSULTANT shall undertake all necessary actions, as determined by City and ECWRPC, and as authorized by Federal, State and Local laws, to carry out the requirements of the DoD-OEA grant as funded by the WEDC in the subaward and to comply with all applicable laws and to perform all services pertaining to the Regional Aviation/Aerospace Business Cluster Development & Planning Assistance in accordance with the generally accepted standards of the profession. All services shall be performed to the full scope as contemplated in the Intergovernmental Agreement between the City and East Central Wisconsin Regional Plan Commission and to the same standard as if performed by the City.

C. The CONSULTANT shall not sublet or assign this Agreement without prior written consent from City.

D. Nondiscrimination in Employment

1) In connection with the performance of services under this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, handicap, sex, physical condition, development disability as defined in sec. 51.01(5) Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship.

2) Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

E. Equal Employment Opportunity

1) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2) The CONSULTANT assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The CONSULTANT further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

3) The CONSULTANT will comply with all provisions of Executive Order 11246, "Equal Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).

4) The CONSULTANT will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City, ECWRPC, Department of Defense-Office of Economic Adjustment, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. Errors and Omissions

- 1) The CONSULTANT shall be responsible for the accuracy of the services performed under this Agreement, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or its omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Project. The CONSULTANT shall be responsible for any losses to or costs to repair or remedy as a result of the CONSULTANT's negligent acts, errors, or omissions.
- 2) The CONSULTANT warrants that the services to be provided under this Agreement will be executed in a workmanlike manner, consistent with professional standards of comparable work in this field.

G. Conflict of Interest

- 1) The CONSULTANT warrants that neither it nor any of its affiliates has any financial or personal interest that would conflict in any manner with the performance of the Services under this Agreement, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.
- 2) The CONSULTANT warrants that it will immediately notify City if an actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, City will review and written approval is required for the CONSULTANT to continue to perform work under this Agreement.

H. Certification Regarding Lobbying. The CONSULTANT certifies, by entering into this Agreement with the City, that it complies with and will properly execute and file with the City, the Office of Economic Adjustment Certification Regarding Lobbying, attached to this Amendment and incorporated herein by reference.

I. Certification Regarding Debarment

- 1) The CONSULTANT certifies, by entering into this Agreement, that it and its principals (a) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not been convicted of or had a civil judgment rendered against them within the previous three years; (c) are not indicted or otherwise criminally or civilly charged by a government entity; and (d) have not had one or more public transactions terminated for cause or default within the previous three years.
- 2) The CONSULTANT agrees that it will not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction unless authorized by the City and ECWRPC.

J. Disadvantaged Business Utilization

- 1) The CONSULTANT agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts finances in whole or in part with federal funds provided under this agreement. In this regard, the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of

this provision constitutes a breach of this Agreement and may result in termination of the Agreement or other such remedy as the City may deem appropriate.

2) The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of service.

3) The CONSULTANT shall maintain records and document its performance under this item.

K. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the appropriate Federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

L. Clean Air Act. The CONSULTANT agrees to comply with all applicable standards, orders, or requirements issued under Clean Air Act, 42 U.S.C., 7401 et seq.

M. Federal Requirements. The Award is governed by the guidance in 2 Code of Federal Regulations ("CFR") Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Departments of Defense's ("DoD") interim implementation found at 2 CFR Part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200" (79 Federal Register 76047 December 19, 2014) all of which are incorporated herein by reference, and the Office of Economic Adjustment's ("OEA") Terms and Conditions and National Policy Standards as stated in the Award Agreement. CONSULTANT agrees to comply with all such requirements of the Award, which shall apply to the Subaward made under this Agreement, and any agreements entered into by the CONSULTANT with further subrecipients and contractors for the performance of work hereunder.

O. Recordkeeping, Record Retention, and Inspection. The CONSULTANT shall prepare, keep and maintain such records as may be reasonably required to validate the CONSULTANT's performance under this Agreement, whether conducted by the CONSULTANT or by a third-party conducting Project-related activities on behalf of the CONSULTANT, and the performance reports provided to WEDC. All of the CONSULTANT's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The CONSULTANT shall provide financial and project records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the CONSULTANT for a period of at least three (3) years after either December 31, 2018, or the closeout of the Subaward, whichever date is later.

WEDC, DoD, Inspectors General, and the Comptroller General of the United States, along with any of the foregoing's respective agents, shall, upon forty-eight (48) hours' advance written notice to the CONSULTANT, have the right to enter the CONSULTANT's premises, during normal business hours, to inspect the

CONSULTANT's operations documentation relating to this Agreement, provided however, that such access does not unreasonably disrupt the normal operations of the CONSULTANT. The CONSULTANT shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the CONSULTANT or by a third-party conducting Project-related activities on behalf of the CONSULTANT.

ARTICLE IV. CITY RESPONSIBILITIES

The CITY shall furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the PROJECT, providing it is reasonably obtainable from City records.

To prevent any unreasonable delay in the CONSULTANT's work, the CITY will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

ARTICLE V. TIME OF COMPLETION

The work to be performed under this AGREEMENT shall be commenced and the work completed within the time limits as agreed upon in the CONSULTANT's *Proposal*.

ARTICLE VI. PAYMENT

A. The Contract Sum. The CITY shall pay to the CONSULTANT for the performance of the contract the total sum of \$_____ for the Implementation of the Aerospace Cluster Initiative 41 adjusted by any changes as provided in the proposal, or any changes hereafter mutually agreed upon in writing by the parties hereto:

B. Method of Payment. The CONSULTANT shall submit itemized monthly statements for services. The CITY shall pay the CONSULTANT within thirty (30) calendar days after receipt of such statement. If any statement amount is disputed, the CITY may withhold payment of such amount and shall provide to CONSULTANT a statement as to the reason(s) for withholding payment.

C. Additional Costs. Costs for additional services shall be negotiated and set forth in a written amendment to this AGREEMENT executed by both parties prior to proceeding with the work covered under the subject amendment.

ARTICLE VII. HOLD HARMLESS

The CONSULTANT covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands which may be to the proportionate extent caused by or result from the intentional or negligent acts of the CONSULTANT, his/her agents or assigns, his/her employees, or his/her subcontractors related however remotely to the performance of this AGREEMENT or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the CITY all sums including court costs, attorney fees, and punitive damages which the CITY may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the CITY's written

demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this paragraph.

Subject to any limitations contained in **Sec. 893.80** and any similar statute, of the Wisconsin Statutes, the CITY further agrees to hold CONSULTANT harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of re-use of the documents without consent where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the City of Oshkosh while acting within the scope of their employment.

ARTICLE VIII. INSURANCE

The CONSULTANT shall provide insurance for this project that includes the CITY as an additional insured. The specific coverage required for this project are identified on a separate document.

ARTICLE IX. TERMINATION

A. For Cause. If the CONSULTANT shall fail to fulfill in timely and proper manner any of the obligations under this AGREEMENT, the CITY shall have the right to terminate this AGREEMENT by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience. The CITY may terminate this AGREEMENT at any time by giving written notice to the CONSULTANT no later than ten (10) calendar days before the termination date. If the CITY terminates under this paragraph, then the CONSULTANT shall be entitled to compensation for any satisfactory work performed to the date of termination.

This document and any specified attachments contain all terms and conditions of the AGREEMENT and any alteration thereto shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this AGREEMENT.

ARTICLE X. GOVERNING LAW

This license Agreement shall be interpreted, enforced, and governed by the laws of the State of Wisconsin, and any disputes shall be resolved in Winnebago County, Wisconsin.

ARTICLE XI. SEVERABILITY

The determination by a court of competent jurisdiction that any term of this Agreement is invalid, illegal, or unenforceable shall not invalidate the remainder of the Agreement.

In the Presence of:

CONSULTANT

(Seal of Consultant
if a Corporation)

By: _____

(Specify Title)

By: _____

(Specify Title)

CITY OF OSHKOSH

(Witness)

By: _____
Mark A. Rohloff, City Manager

(Witness)

And: _____
Pamela R. Ubrig, City Clerk

APPROVED:

I hereby certify that the necessary provisions
have been made to pay the liability which
will accrue under this AGREEMENT.

City Attorney

City Comptroller

**CITY OF OSHKOSH
INSURANCE REQUIREMENTS**

III. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self insurance maintained by the City of Oshkosh, 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. PROFESSIONAL LIABILITY

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance for service/job

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 personal liability and advertising injury
- (3) \$2,000,000 general aggregate
- (4) \$2,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (1) Premises and Operations Liability
- (2) Contractual Liability
- (3) Personal Injury
- (4) Explosion, collapse and underground coverage
- (5) Products/Completed Operations must be carried for 2 years after acceptance of completed work
- (6) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE– If this exposure shall exist:

A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident

B. Must cover liability for Symbol #1 - “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability.

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – “If” required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee

5. **UMBRELLA LIABILITY** - If exposure exists, provide coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. **ADDITIONAL PROVISIONS**

- A. 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.
- B. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, 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 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Professional Liability, Workers Compensation and Employers Liability.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. 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 Clerk – City of Oshkosh.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Agency contact information, including street address and PO Box if applicable.	CONTACT NAME:	Insurance Agent's contact information.	FAX (A/C. No.):	
		PHONE (A/C. No. Ext):		E-MAIL ADDRESS:	
INSURED	Insured's contact information, including name, address and phone number.	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: ABC Insurance Company		NAIC #	
		INSURER B: XYZ Insurance Company		NAIC #	
		INSURER C: LMN Insurance Company		NAIC #	
		INSURER D:	Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.		
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE AMY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auto Liability Policy Number	Policy effective and expiration date.		PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Umbrella Liability Policy Number	Policy effective and expiration date.		EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Workers Compensation Policy Number	Policy effective and expiration date.		<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N						E.L. EACH ACCIDENT \$ 100,000
	(Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
A	PROFESSIONAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	Professional Liability Policy Number	Policy effective and expiration date.		E.L. DISEASE - POLICY LIMIT \$ 500,000
							\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. 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 Clerk - City of Oshkosh.

CERTIFICATE HOLDER**CANCELLATION**

City of Oshkosh, Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Insurance Standard III
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by contract	Any and all job sites
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Insurance Standard III
SAMPLE CERTIFICATE
 Please indicate somewhere on this certificate, the contract or project # this certificate is for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

Insurance Standard III
SAMPLE CERTIFICATE
Please indicate somewhere on this certificate, the contract or project # this certificate is for.