



Request for Proposals

Property Management Services for City Center

City of Oshkosh, Wisconsin

RFP Release Date: June 11, 2026

Proposal Due Date: June 29, 2026

Proposal Due Time: 4:00 P.M. Central Time

Notice and Instructions for Proposal Submittals

The City of Oshkosh is soliciting sealed proposals to provide professional property management services for City Center, a prominent multi-tenant commercial property located in downtown Oshkosh, Wisconsin.

One high-resolution electronic copy in PDF format must be emailed to:

Srutkowski@oshkoshwi.gov

no later than **4:00 P.M. Central Time on June 29, 2026.**

- Files over 10 MB may be submitted via an electronic transfer link upon request.
- Please title the email: **"2026 Property Management Services for City Center"**

Questions regarding this RFP shall be directed to:

Sara Rutkowski, Community Development Director

Srutkowski@oshkoshwi.gov

Late proposals may be rejected. The City reserves the right to reject any or all proposals, waive informalities, request clarifications, and accept the proposal deemed to be in the best interest of the City.

- 1. Summary** - The City of Oshkosh seeks proposals to provide comprehensive management services for City Center. The selected party will be expected to deliver professional, responsive, and proactive management of a large, mixed-use, multi-tenant commercial property in a manner that protects the City's asset, supports tenant relationships, maintains a safe and attractive environment, and promotes efficient day-to-day operations.
 - a.** The City's goals for this procurement include:
 - i.** Ensuring consistent and high-quality property operations
 - ii.** Managing tenant communication and service responsiveness



- iii. Maintaining common areas, building systems, and site conditions
- iv. Oversight of leases, vendors, and financial reporting
- v. Establishing clear accountability, reporting standards, and performance expectations
- b. The City anticipates entering into a professional services agreement with one qualified party to provide property management services beginning on or about **October 1, 2026**.

2. Property Overview - City Center is a large downtown Oshkosh commercial property located at **101 Commerce St and 201 Pearl Avenue Oshkosh, Wisconsin 54901**. The property is a former enclosed mall adaptively reused into Class A office and commercial space with **more than 500,000 square feet** of commercial area as well as a ground-level and ramp parking, and proximity to Main Street and the Oshkosh bus transfer station. (citycenteroshkosh.com)

- a. The City Center business directory reflects a mixed tenant base that includes, among others, office users, a restaurant, coffeehouse, childcare provider, salon, dental clinic, wellness/fitness users, marketing firms, and the Social Security office. Tenant operating hours vary significantly, ranging from appointment-only users to early-morning, daytime, evening, and weekend operations. (citycenteroshkosh.com)
- b. **Building-Specific Considerations** - The selected firm should be prepared to manage a property with the following characteristics:
 - i. Diverse tenant needs and expectations
 - ii. Extended and non-uniform tenant operating hours
 - iii. Coordination across office, retail, restaurant, wellness, and service uses
 - iv. Ongoing maintenance needs associated with a large, legacy building
 - v. Common area presentation, cleanliness, and life-safety coordination
 - vi. Tenant communication across a wide range of business types
 - vii. Coordination with City staff, contractors, and service providers

3. Scope of Services - The selected party shall provide full-service property management for City Center. The scope below is intended to establish minimum expectations; proposers may recommend additional services they believe are necessary to successfully manage the property.

- a. **General Property Management** - The selected party shall:
 - i. Serve as the City's primary day-to-day property management representative for City Center
 - ii. Utilize current maintenance staff and available equipment
 - iii. Provide an assigned property manager and identify backup personnel
 - iv. Maintain regular on-site presence at a frequency sufficient to meet property needs



- v. Coordinate with City staff on operational issues, policy matters, and tenant concerns
 - vi. Develop and implement management procedures, communication protocols, and service standards
- b. Lease Administration and Rent Collection** - Services shall include, at minimum:
 - i. Maintenance of a complete lease abstract and rent roll
 - ii. Invoicing and collection of rent, CAM, reimbursements, and other tenant charges, as applicable
 - iii. Monitoring delinquencies and providing timely follow-up and escalation recommendations
 - iv. Coordination with the City regarding defaults, remedies, renewals, expansions, and terminations
 - v. Monthly reporting on occupancy, receivables, arrears, and lease expirations
- c. Maintenance and Repairs** - Services shall include:
 - i. Oversight of day-to-day building maintenance and repair activities
 - ii. Preventive maintenance scheduling and tracking
 - iii. Monitoring and coordination of HVAC, plumbing, electrical, elevators, doors, parking areas, lighting, and other building systems, as applicable
 - iv. Routine inspections of tenant areas (as permitted), common areas, exterior areas, and service areas
 - v. Work order management and response tracking
- d. Janitorial and Cleaning** - Services shall include:
 - i. Oversight of janitorial services for common areas and other designated areas
 - ii. Development or enforcement of cleaning standards and schedules
 - iii. Restroom, corridor, lobby, stair, entry, and common area cleanliness monitoring
 - iv. Coordination for refuse, recycling, and related sanitation services
 - v. Quality assurance inspections and corrective follow-up with service providers
- e. Vendor Management** - Services shall include:
 - i. Procurement, coordination, and oversight of contractors and service vendors
 - ii. Review of vendor performance, invoicing, and service quality
 - iii. Recommendations to the City regarding contracting, renewals, and replacement vendors
 - iv. Confirmation that vendors maintain required licenses, insurance, and safety practices
 - v. Coordination of landscaping, snow/ice control, waste services, security-related vendors, and specialized building trades, as applicable
- f. Emergency Response** - Services shall include:



- i. Development and implementation of emergency response procedures
 - ii. 24/7 emergency contact availability for urgent building matters
 - iii. Coordination of emergency repairs and incident response
 - iv. Communication with tenants and the City during emergencies or service interruptions
 - v. Documentation of incidents, response actions, and follow-up measures
 - vi. Coordination with police, fire, EMS, utilities, and other agencies as needed
 - g. Financial Reporting and Budget Support** - Services may include:
 - i. Monthly operating statements and management reports
 - ii. Tracking of revenues, expenses, accounts receivable, and budget variances
 - iii. Preparation of annual operating budget recommendations
 - iv. Cash flow monitoring and forecasting
 - v. Review and approval routing of vendor invoices
 - vi. Support for year-end reporting, audit requests, and records organization, as requested by the City
 - vii. Identification of cost-control opportunities and operational efficiencies
 - h. Customer Service and Tenant Satisfaction** - Services shall include:
 - i. Serving as the main point of contact for tenant service requests and operational issues
 - ii. Maintaining professional and timely communication with tenants
 - iii. Tracking and resolving tenant complaints and service requests
 - iv. Conducting periodic tenant check-ins or satisfaction outreach
 - v. Technology platforms for work orders, tenant communication, and reporting
- 4. Proposal Requirements** - To be considered responsive, proposals should include the following information in the order listed below.
 - a. Cover Letter** - Include:
 - i. Legal name of firm
 - ii. Primary office location
 - iii. Contact person, title, email, and phone number
 - iv. Statement confirming the firm's interest and availability
 - v. Signature of an authorized representative
 - b. Company Profile and Experience** - Provide:
 - i. Company history and ownership structure
 - ii. Years of experience providing property management services
 - iii. Description of experience managing large, multi-tenant commercial and/or mixed-use properties
 - iv. Experience with downtown properties, adaptive reuse properties, or public-sector clients
 - v. Description of local or regional staffing capacity
 - vi. Identification of any subcontractors anticipated for core services



- c. Proposed Team - Provide:**
 - i. Organizational chart for the proposed account team
 - ii. Names, titles, roles, and qualifications of key personnel
 - iii. Resumes for the proposed property manager and other key staff
 - iv. Description of on-site presence and supervision model
 - v. Identification of who will be available for after-hours emergencies
- d. Relevant Project Experience, References, and Case Studies – Provide as much information on the items below as possible:**
 - i. At least three comparable engagements completed or currently in progress
 - ii. For each engagement: client name, property type, property size, service scope, contract dates, and client contact information
 - iii. Short case studies describing results achieved, expense control, tenant retention, or operational improvements
 - iv. At least three professional references
- e. Licensing, Insurance, and Compliance - Provide:**
 - i. Evidence of all licenses or credentials required to perform the services proposed if required
 - ii. Statement regarding ability to meet City contract and insurance requirements
 - iii. Disclosure of any litigation, regulatory actions, contract defaults, or terminations within the last five years
- f. Technical Approach - Provide:**
 - i. Narrative describing your approach to managing City Center
 - ii. Approach to lease administration, maintenance oversight, janitorial oversight, vendor management, emergency response, and financial reporting
 - iii. Approach to tenant communication and customer service
 - iv. Description of technology systems used for accounting, reporting, work orders, and document management
 - v. Proposed service levels and response-time standards
 - vi. Any recommended best practices specific to a large mixed-use property
- g. Transition Plan - Provide:**
 - i. A proposed transition and onboarding plan for the first 90 days
 - ii. Information needed from the City to begin services
 - iii. Approach to reviewing existing leases, contracts, records, and building conditions
 - iv. Plan for continuity of operations during transition
 - v. Proposed timeline to assume full management responsibilities
- h. Fee Structure / Pricing Proposal - Provide a clear, itemized pricing proposal, including:**
 - i. Base management fee



- ii. Any lease administration fees
- iii. Markups, if any, on third-party vendor services
- iv. Charges for after-hours or emergency response, if any
- v. Charges for optional services
- vi. Reimbursable expenses
- vii. Any assumptions, exclusions, or not-to-exceed limits
- i. **Exceptions** - Identify any requested exceptions to the RFP requirements, scope, or standard contract terms.

5. Procurement Timeline - The City anticipates the following schedule. The City reserves the right to modify these dates by addendum.

Milestone	Date
RFP Issued	June 11, 2026
Deadline for Questions	June 24, 2026
Responses to Questions / Addendum Issued	June 26, 2026
Proposal Due	June 29, 2026 at 4:00 P.M.
Notice of Intended Award	July 6, 2026
Anticipated Service Start Date	October 1, 2026

6. Evaluation Criteria - Proposals will be evaluated by the City using the criteria below. The City may, at its discretion, shortlist firms, request interviews, request best and final offers, or seek clarifications.

Evaluation Criterion	Weight
Relevant experience with comparable commercial / mixed-use properties	20
Qualifications of proposed team and staffing approach	20
Technical approach and understanding of the property's needs	20
Price / fee structure and overall value	20
References, past performance, and demonstrated results	5
Transition plan and implementation readiness	15
Total	100

a. Additional Evaluation Considerations - The City may also consider:

- i. Responsiveness and completeness of proposal
- ii. Quality and clarity of reporting examples
- iii. Demonstrated ability to work with public-sector clients
- iv. Responsiveness standards and communication approach
- v. Ability to coordinate effectively with multiple tenants and service providers



7. **Contract Term** - The City anticipates awarding an initial contract term of **one year**, with **potential**, optional renewal term(s) at the City's discretion, subject to satisfactory performance, funding, and approval requirements.
8. **Insurance and Risk Management** - The selected firm will be required to maintain insurance coverage in types and amounts acceptable to the City and to provide certificates of insurance prior to contract execution. Minimum requirements will be set forth in the City's contract documents.
9. **City Rights, Terms and Reservations** - The City reserves the right to:
 - a. Reject any or all proposals
 - b. Waive informalities and minor irregularities
 - c. Request additional information or clarifications
 - d. Conduct interviews and reference checks
 - e. Negotiate scope, pricing, or contract terms with one or more proposers
 - f. Cancel, revise, or reissue this RFP without stated cause.
 - g. Award a contract in whole, in part, or not at all
 - h. Select the proposal deemed most advantageous to the City, not necessarily the lowest cost proposal
 - i. Upon selection of a consultant, the City of Oshkosh shall attempt to negotiate and reach a final agreement. If the City, for any reason, is unable to reach a final agreement with the selected consultant, the City then reserves the right to reject the selected consultant and negotiate with others.
 - j. The City of Oshkosh is not bound to accept the proposal with the lowest cost, but may accept the proposal that best meets the needs of the city.
10. **Public Records and Confidentiality** - Because this procurement is being conducted by a public entity, proposals submitted in response to this RFP may be subject to disclosure consistent with applicable public-records requirements. Proposers should clearly identify any specific materials they believe are confidential or proprietary and provide the basis for that designation. The City does not guarantee that such materials will be withheld from disclosure. Wisconsin public records guidance describes a presumption of openness for government records, subject to applicable exceptions.
11. **Proposal Format** - To facilitate review, proposals should be organized as follows
 - a. Cover Letter
 - b. Table of Contents
 - c. Company Profile and Experience
 - d. Proposed Team
 - e. Relevant Experience / References / Case Studies
 - f. Licensing and Insurance



- g. Technical Approach
- h. Transition Plan
- i. Pricing Proposal/Fee Schedule
- j. Exceptions
- k. Attachments / Supporting Materials
- l. Proposals should be concise, well-organized, and sufficiently detailed to permit a complete evaluation.

12. Questions and Addenda - All questions regarding this RFP must be submitted by email (Srutkowski@oshkoshwi.gov) no later than the date identified in the procurement timeline. Responses to material questions and any changes to the RFP will be issued by written addendum. Proposers are responsible for reviewing all issued addenda prior to submitting a proposal.

13. Desired Performance Standards - The City expects the selected firm to meet measurable service standards. Proposers should address how they will achieve and report on the following:

- a. Timely response to tenant inquiries and work orders
- b. Routine property inspections
- c. Monthly financial and operations reporting
- d. Vendor oversight and service quality
- e. Preventive maintenance compliance
- f. Emergency response readiness
- g. Tenant communication and satisfaction follow-up
- h. The City may finalize key performance indicators during contract negotiations.

14. Attachment List - The City may include the following attachments with the final RFP issuance:

- a. Attachment A – Sample Professional Services Agreement
- b. Attachment B – Insurance requirements
- c. Attachment C – Current site plan, floor plans, or suite list

The following is a draft sample contract for General Professional Services [for professional services other than for Design Professionals as defined by §443.20 of the Wisconsin Statutes - architects, engineers, surveyors and interior designers].

The Draft is intended to provide a helpful starting point. You should always read through any Agreement to make sure that it adequately and accurately addresses your needs for a particular project and make changes as may appropriate in your particular circumstance.

Certain areas are highlighted where additional information is required – this does not mean that these are the only provisions you need to read or potentially make changes to. It is simply a reminder that these areas are currently blank or require you to make decisions about two or more potential ways to address certain issues.

If you have any questions or concerns, please reach out to your supervisor or the City Attorney's office for assistance.



Professional Services Agreement

THIS AGREEMENT is entered into on the ____ day of _____, 20____, by and between the City of Oshkosh, 215 Church Avenue, Oshkosh, Wisconsin 54901 (City), and _____ (name), _____ (address) (Provider).

1. Project/Timeline. (Provide a brief description of the project and the timeline. For example, the City solicited proposals for services for ____ to be completed no later than date. You should also insert a date when they are expected to start the project. Ideally you would also insert at least a general timeline and benchmarks they are expected to meet to ensure that they keep your project moving)
2. Consideration. The City and Provider agree to the terms and conditions of this Agreement in return for the monetary and other consideration described herein. The parties acknowledge the receipt of the consideration and further acknowledge that the consideration given and received is of sufficient value to induce them to enter into this Agreement.
3. Component Parts of the Parties' Agreement. For convenience, the parties agree to compile various separate documents related to this project and incorporate them into this Agreement. Therefore, the terms and conditions of this Agreement may be in multiple places, and consist of the component parts described below. The component parts may or may not be physically attached to this Agreement. Regardless of whether or not they are attached, they are considered to be fully incorporated as a part of this Agreement. The component parts of this Agreement are: (delete those that are not relevant to particular proposal and complete specific information as necessary)
 - a. The terms of this Professional Services Agreement, including any other documents or terms referenced and/or attached, but not including component parts identified below.
 - b. City's Request for Qualifications (or Proposals) issued _____, 20____, and particularly the Project Description and Timeline sections therein.

- c. Provider's proposal dated _____, and/or identified as _____, which is attached hereto.
 - d. The terms and conditions are listed above in order of importance. If terms and conditions in various component parts are conflicting, then the terms and conditions in the component part first listed will control over the conflicting term and condition found in the later component part. Any changes in terms and conditions during the term of the contract are not effective unless agreed to by both parties and incorporated into a written amendment, change order or similar document. The preceding rule of interpretation may be modified by the parties in particular circumstances as described elsewhere in this Agreement or in a signed amendment, change order or other document.
4. Representatives. The parties assign the following persons as the primary contacts for their respective interests related to managing and carrying out the tasks of this Agreement. These persons may be changed upon written notice from the party making the change.
 - a. For the City: Name and Title
 - b. For the Provider: Name and Title
5. Scope of Services. Provider shall provide the services described in the component parts identified above. Any changes must be placed in writing and signed by both parties. Changes in scope may include a need to adjust the contract amount either up or down.
6. Records and Deliverables. Reports, plans and specifications, and other information may be provided to City as deliverables for this Project. (This is general language for all kinds of projects, you might want to be more specific for your purposes, such as "deliverables shall those described in Provider's Proposal dated June 21, 2025" or "as described in the City's RFP" or list the deliverables here.)
 - a. Deliverables prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Provider.
 - b. However, Provider may continue to use the deliverables and information therein for descriptions or discussions of this project in other contexts, and may also use some or all of the information in the deliverables in or for other projects. Any such subsequent use by Provider shall be without royalty or other fees, or obligations, to City.

- c. Provider's deliverables are intended only for use related to the Project subject to this Agreement, and are not subject to any warranty or guaranty if subsequently modified or reused for a later project.
- d. Documents, including deliverables, created by Provider may subsequently be viewed by, or provided to, a third person as a public record not subject to redaction or withholding by applicable law. In such instances, neither party retains control over subsequent uses of these documents and therefore neither party shall consider the other responsible for such subsequent use.
- e. All electronic records and deliverables provided under this Agreement shall be provided by the Provider in an accessible format and shall, to the extent applicable, comply with WCAG 2.1 Level AA, as may be amended or superseded by applicable law, and Provider shall promptly remediate any noncompliant deliverable at no additional cost to City.

7. Term and Termination

- a. Term. This Agreement shall commence upon the date indicated above or insert date and shall terminate on _____, unless terminated earlier by one of the parties as provided below. The parties may extend this Agreement, upon written amendment to this Agreement signed by both parties.
- b. Termination.
 - i. For Cause. If either party shall fail to fulfill in timely and proper manner any of the material obligations under this Agreement, the other party may, at its discretion, terminate this Agreement by written notice. In this event, the Provider shall be entitled to compensation to the date of delivery of the Notice.
 - ii. For Convenience. The City may terminate this Agreement at any time by giving written notice to the Provider no later than 30 calendar days before the termination date. In this event, the Provider shall be entitled to compensation for work performed and allowed expenses incurred to the termination date.

8. Time of Completion. (include a provision such as below or specify a 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 City's Request for

Proposal/Provider's Scope of Services/Provider's Proposal and as otherwise described in this Agreement.

Provider shall perform the services under this Agreement with reasonable diligence and expediency consistent with the Standard of Care. The City agrees that the Provider is not responsible for damages arising directly or indirectly from any delays for causes beyond the Provider's control. For the purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, public health emergencies, or failure of performance by the City. If the delays resulting from any such causes increase the time required by the Provider to perform its services in an orderly and efficient manner, the Provider shall be entitled to an equitable adjustment in schedule and the contract amount if applicable.

9. Suspension, Delay, or Interruption of Services. City may suspend, delay, or interrupt the Services of Provider for the convenience of City. In such event, Provider's contract amount and schedule shall be equitably adjusted.
10. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.
11. Independent Contractor. Provider is an independent contractor and is not an employee of the City.
12. Cooperation in Litigation and Audits. Provider shall fully and completely cooperate with the City, the City's insurer, the City's attorneys, the City's Auditors or other representative of the City (collectively, the "City" for purposes of this Article).
 - a. Cooperation is expected in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or internal or governmental Audit, with respect to matters relating to this Agreement.
 - b. Excluded from this duty of cooperation is a third party proceeding in which Provider is a named party and Provider and the City have not entered into a mutually acceptable joint defense agreement.
 - c. Examples of expected cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making Provider's employees available to the City (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the City to

give testimony in accordance with a subpoena or other legal process; (iii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.

- d. City shall reimburse Provider for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require, at the City's sole discretion, such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs, such as copying, postage and similar costs; but do not include wages, salaries, benefits and other employee compensation. Provider shall not be entitled to additional compensation for employee services provided under this paragraph.

13. Standard of Care. The standard of care applicable to Provider's Services will be the degree of skill and diligence normally employed by professional Providers or Providers performing the same or similar Services at the time and locality said services are performed. Provider will re-perform any services not meeting this standard without additional compensation.

14. City Responsibilities. The City shall furnish, at the Provider's request, such information as is needed by the Provider to aid in the progress of the project, providing it is reasonably obtainable from City records. Provider may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City. To prevent any unreasonable delay in the Provider's provision of services, the City will examine all reports and other documents and will make any authorizations necessary to proceed within a reasonable time period.

15. Payment.

a. Amount. The City shall pay to the Provider for the performance of the tasks described in this Agreement an hourly rate plus expenses as described in Provider's proposal and in a total contract amount not to exceed \$_____ for the services to be performed.

i. Indirect Costs. Indirect costs such as computer time, printing, copying, cell phone charges, telephone charges, and equipment rental shall be considered overhead and shall not be invoiced separately to the Project.

ii. Expenses. Expenses may be billed with up to a maximum of ten percent (10%) mark-up. All invoices with expenses shall include supporting documentation of the expense. Failure to include the supporting documentation will result in the reduction of payments by the amount of those expense(s) not including documentation.

- b. **Payment.** The Provider shall submit itemized monthly statements for services. Itemized monthly statements must include, at a minimum, the person performing the task(s), a brief description of the task(s) performed, the time spent on the task(s), the hourly rate, and the total amount billed for the task(s). Tasks do not have to be listed separately, but if the Provider places the tasks in groups they should do so in a manner that is reasonable and understandable to the City and the public. The City shall pay the Provider within 30 calendar days after receipt of such statement.
 - c. **Disputed Amounts.** If any statement amount is disputed, the City may withhold payment of such disputed amount and shall provide to Provider a statement as to the reason(s) for withholding payment. Amounts invoiced and not disputed shall be paid according to the regular schedule agreed upon.
 - d. **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 services covered under the subject amendment.
16. **Hold Harmless.** It is the intention of the parties that each party shall be solely responsible for its own actions, inactions, and activities, including the actions and activities of its own officers, employees and agents while acting within the scope of their employment.
- a. The Provider covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands which may arise related to this Project. Provider's obligations will be to the proportionate extent caused by or resulting from the intentional or negligent acts of the Provider, its agents or assigns, its employees, or any Sub-Provider it has retained to assist with this issue. The relevant acts are those which are related to the performance of this Agreement or which are caused by or result from any violation of any law or administrative regulation. Provider shall indemnify or refund to the City all sums expended including court costs, attorney fees, and punitive damages which the City may be obliged or adjudged to pay. Claims or demands are due 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.
 - b. Subject to any and all immunities and limitations contained in Wisconsin Statutes, Sec. 893.80, and any applicable part of the Wisconsin Statutes, the City agrees to hold Provider harmless from liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), to the proportionate extent caused by or result from the intentional or negligent acts of

the City, its agents or assigns, its employees, or its Sub-Providers related to the performance of this Agreement or which may be caused or result from any violation of any law or administrative regulation, 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.

17. Insurance. The Provider agrees to procure and retain in good standing policies which in all respects comply with the attached *City of Oshkosh Insurance Requirements for Professional Services*.
18. Whole Agreement / Amendment. This document and any attachments identified or documents referenced contain all terms and conditions of the Agreement and any additions, subtractions, or alterations to the resulting Agreement shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.
19. No Third-Party Beneficiaries. This Agreement gives no rights, benefits, or obligations to anyone other than City and Provider and therefore there are no third-party beneficiaries of this Agreement.
20. Non-Discrimination. The Provider will not discriminate in its actions related to this Agreement on the basis of race, color, creed, age, and gender, or other protected classes as otherwise prohibited by law. A breach of this term may be regarded as a material breach of this Agreement. Provider agrees that all hiring or employment related to this Agreement will not involve any discrimination against any employee or applicant for employment related to race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class as otherwise prohibited by law.
21. Public Records. The City is a governmental entity that is required to comply with Wisconsin public records laws. Provider acknowledges that Wisconsin Public Records laws assume records are available for public viewing unless there are specific other laws that prevent or limit release, and further acknowledges that documents provided to a public entity such as the City are treated by the law differently than documents provided to a private entity. Provider also acknowledges that it is a contractor of the City and therefore pursuant to Wisconsin law may be in possession of public records which are not otherwise also in the possession of the City. Provider agrees to cooperate with the City and any public records requests. Notwithstanding any other term of this Agreement, including component parts, the City will always be allowed to treat the records as either public or as confidential according to applicable law, and to use documents in conformity with all applicable laws, including public records laws. Any action the City takes that is consistent with any applicable law shall not be considered a breach or violation of this Agreement, regardless if this Agreement or any attachment or referenced document includes terms or conditions that conflict with applicable law that the City is following. Provider may elect to challenge a public records decision by City, but must do so at its own risk and own cost, regardless of the outcome of such challenge.

22. Confidentiality. City as a public body is required by law to maintain certain levels of transparency of its activities, including those activities carried out through Providers. Therefore, only those documents related to the Project that benefit from explicit statutory protections may be redacted or withheld from release. Provider's designation of documents or information as "confidential," "proprietary," or similar designation will not prevent its public viewing or use unless it is otherwise protected by law. Similarly, references to lawful protections of information and documents through intellectual property rights, trade secrets, or similar designations, will be protected only to the extent that they qualify for statutory or common law protections. As a general rule, in light of the statutory definition and required chain of custody protocols, it is unlikely that information disclosed to City would be considered a valid trade secret. Provider may elect to challenge a decision in this regard by the City, but will do so at its own risk, and its own cost, regardless of the outcome of such challenge.
23. Agreement Not to Be Construed Against Any Party. This Agreement is the product of negotiation between all parties and therefore no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.
24. No Waiver. Failure of either party to insist upon the strict performance of terms and provisions of this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of that party's right to thereafter enforce such term or provision, and that term of the provisions shall continue in full force and effect.
25. Severability. If any term, covenant, condition or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the remainder of the agreement shall be valid and enforceable to the fullest extent permitted by law.
26. Choice of Law, Venue, and Dispute Resolution. The laws of the State of Wisconsin shall govern the interpretation and construction of this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement. The parties agree that it may be beneficial to undertake an initial mutually agreeable mediation to resolve a dispute. However, unless otherwise agreed to by the parties, all disputes shall be resolved by the judiciary. Under no circumstance shall any dispute be subject to arbitration.
27. Signatures. By placing their signatures below, each individual affirms that the entity they represent is authorized to enter into this Agreement, and further affirm that they are authorized by the entity they are representing to bind their respective parties to the terms and conditions of this Agreement.

(Signature Page to Follow)

_____(business name)

By: _____
Name / title

CITY OF OSHKOSH

By: _____
Rebecca Grill, City Manager

And: _____
Darla Salinas, City Clerk

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

Approved as to form:

Amy Vanden Hogen, City Attorney

Julie Calmes, Finance Director



Insurance Requirements for the City of Oshkosh

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City of Oshkosh Insurance Requirements

INTRODUCTION

The City's Insurance Requirements describe the insurance required, some of which identify the risks to be covered and allow the Contractor and its Insurer some flexibility in covering those risks. The City will not be reviewing each and every detail of the Contractor's policy, but expects that the required coverage exists. The City's action, or inaction, of allowing the contract to proceed does not act as a waiver of any insurance requirement or an alteration of any required term of the contract. To the contrary, the City relies on the affirmations of the Contractor and to the extent that such affirmations are false, misleading, or in error, the City reserves the right to, in addition to enforcement of contract requirements, the ability to pursue any false, misleading, or erroneous affirmations.

It is important that the City of Oshkosh is adequately protected from loss due to the negligence of others (contractors, suppliers, vendors, etc.) who are working for, with, or on behalf of the City of Oshkosh. To help achieve this goal, the City of Oshkosh requires that other parties carry a certain level of insurance that will protect, defend and indemnify the City from losses arising out of their activities or from their products.

The following standards have been established to help provide direction and consistency for City of Oshkosh Departments. Until the appropriate certificate of insurance verifying the required coverage is obtained, the City of Oshkosh will NOT be issuing a license, permit or entering into a contract.

Insurance requirements for jobs or activities such as asbestos abatement, pollution clean up, oil recycling, hazardous waste removal, or any new contract or activity where it is not clear what level of insurance should be required will be determined by the City Attorney and the Safety & Risk Management Officer.

The City Attorney and/or the Safety & Risk Management Officer are responsible for the review of all certificates of insurance to determine if they meet the insurance requirements.

There may be times when an organization or Contractor can not meet the insurance requirements. Any significant variance from the standards must be authorized by the City Attorney and/or the Safety & Risk Management Officer.

CITY OF OSHKOSH INSURANCE REQUIREMENTS

II. CONTRACTOR'S INSURANCE WITHOUT CONSTRUCTION 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. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & BONDS

- A. 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:
 1. Each Occurrence limit \$1,000,000
 2. Personal and Advertising Injury limit \$1,000,000
 3. General aggregate limit (other than Products–Completed Operations) **per project** \$2,000,000
 4. Products–Completed Operations aggregate \$2,000,000
 5. Fire Damage limit — any one fire \$50,000
 6. Medical Expense limit — any one person \$5,000
 7. Watercraft Liability, (Protection & Indemnity coverage) **“if”** the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
 8. Products – Completed Operations coverage must be carried for two years after acceptance of completed work.
- B. 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.
- C. 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.
- D. Umbrella Liability providing 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.

- E. Aircraft Liability, “if” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

- F. The contractor is responsible for loss and coverage for Builder’s Risk, Installation Floater, Contractor’s Equipment and Property exposures. City of Oshkosh 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.

- G. Also, see requirements under Section 3.

- H. Bond Requirements
 Bond forms acceptable by the City of Oshkosh are found on the last 6 pages of this document.
 - 1. Bid Bond. Bids that are \$25,000 or greater will require the contractor to provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

 - 2. Payment and Performance Bond. If awarded the contract, bids that are \$25,000 or greater will require the contractor to 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. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

 - 3. 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.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers’ Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- 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 Workers Compensation Policies.**
- 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.

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