

**LAPC** LA CROSSE AREA  
PLANNING COMMITTEE

**La Crosse Area Regional Comprehensive Safety Action  
Plan**

**Request for Proposal  
RFP Released: 2/14/2025  
Proposals Due: 3/28/2025 at 5:00pm CST**

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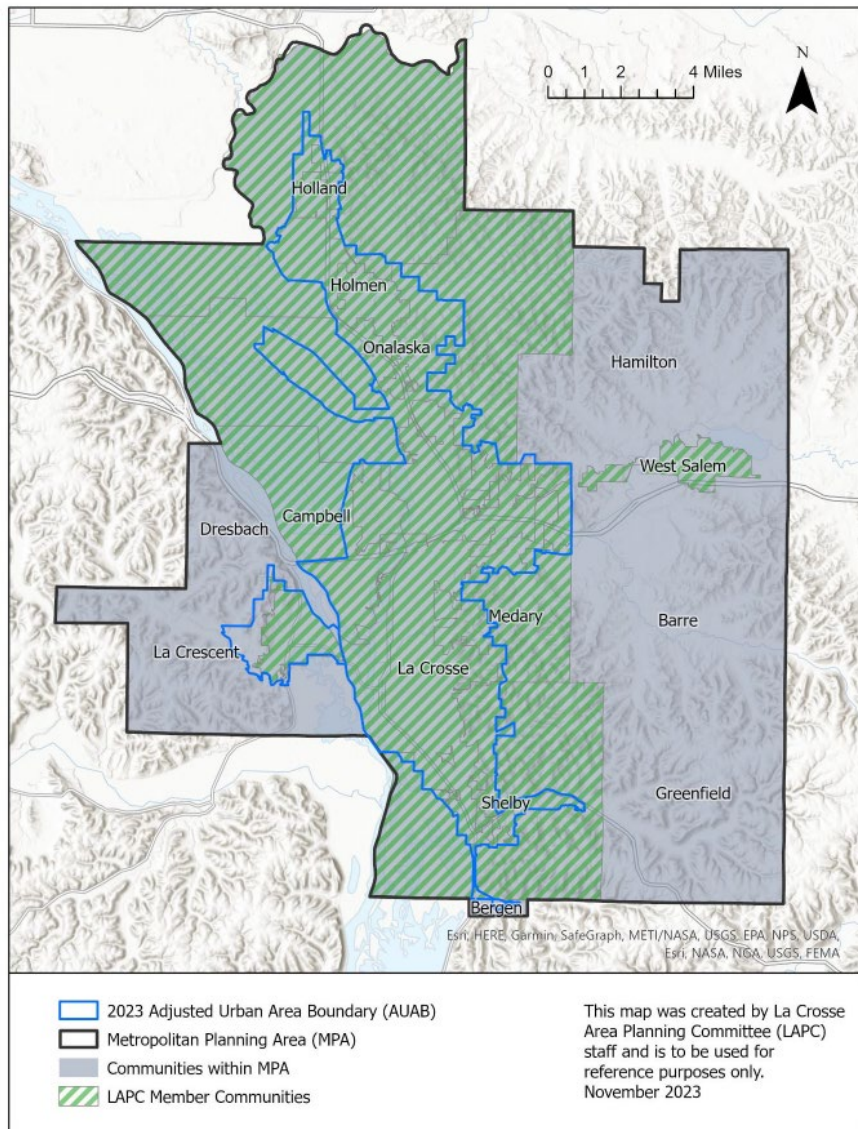
# Section 1 - RFP Overview

## 1.1 Introduction

The La Crosse Area Planning Committee (LAPC) serves as the Metropolitan Planning Organization (MPO) for the La Crosse/La Crescent urbanized area. The LAPC represents towns, villages, and cities within the Metropolitan Planning Area.

Dues-paying member communities represent the LAPC Policy Board, including Campbell, Holland, Medary, Town of Onalaska, Shelby, Holmen, West Salem, City of La Crescent, City of La Crosse, City of Onalaska, and La Crosse County. The LAPC has served the area since 1966 and continues to address local and regional transportation issues, planning, and decisions for the planning area, shown below. Additional information about the LAPC can be found on its homepage: <https://lacrossecounty.org/mpo>

LAPC Metropolitan Planning Area (MPA)



## 1.2 Project Description

The La Crosse Area Planning Committee (LAPC), the designated Metropolitan Planning Organization (MPO) for the La Crosse-Onalaska Metropolitan Planning Area, is seeking proposals from qualified consultants to develop a Comprehensive Safety Action Plan. This plan will be funded through the Federal Safe Streets and Roads for All (SS4A) Program, with the goal of significantly reducing roadway fatalities and serious injuries for all users, including pedestrians, cyclists, motorists, and transit users.

The resulting plan will help the region identify and prioritize strategies and infrastructure improvements to enhance transportation safety across the La Crosse region.

The [City of La Crosse](#) will serve as a project team partner, contributing to project administration and oversight, data, resources, and stakeholder engagement.

### [Background](#)

The LAPC serves as the regional transportation planning organization for the La Crosse-Onalaska Metropolitan Planning Area, which includes jurisdictions in La Crosse County, WI, and portions of surrounding counties. The LAPC recognizes the need for a comprehensive, data-driven approach to improving roadway safety for all users.

With support from the SS4A program, this Comprehensive Safety Action Plan will:

- Analyze regional transportation safety data to identify high-risk locations, trends, and systemic issues.
- Engage stakeholders and the public, including historically disadvantaged communities, to understand community needs and priorities.
- Develop actionable strategies and project recommendations to reduce fatalities and serious injuries.

### [Project Goals And Objectives](#)

The primary goals of this project are:

- **Identify high-risk areas:** Use data analysis to identify intersections, corridors, and locations with the highest crash rates and safety concerns.
- **Develop actionable strategies:** Recommend both short-term and long-term solutions, including engineering, education, enforcement, and policy strategies.
- **Promote equitable outcomes:** Ensure safety improvements address the needs of underserved and vulnerable populations.
- **Prioritize projects for implementation:** Provide a clear, prioritized list of safety projects and initiatives eligible for future funding opportunities.
- **Foster regional collaboration:** Engage local jurisdictions, community stakeholders, and the public throughout the planning process.

## Scope of Work

### **Task 1: Project Management**

- Conduct a project kickoff meeting with LAPC/City of La Crosse staff and stakeholders.
- Develop a detailed project schedule, milestones, and deliverables.
- Provide regular progress updates to the project management team (LAPC and City of La Crosse staff).

### **Task 2: Data Collection and Analysis**

- Identify traffic patterns, counts, systemic risk factors, and incorporate innovation/emerging technologies and analysis to create a holistic picture of the region's transportation network.
- Collect and analyze crash data, including fatalities and serious injuries for all modes of transportation.
- Identify high-risk intersections, corridors, and systemic safety issues.
- Incorporate data on roadway characteristics, traffic volumes, speed, land use, and demographics.
- Utilize predictive safety analysis and risk-based approaches where applicable.

### **Task 3: Public and Stakeholder Engagement**

- Develop a Public Involvement Plan to guide engagement activities.
- Conduct stakeholder workshops, focus groups, and public meetings to gather input from all communities.
- Utilize interactive tools (e.g., project website, branding, online maps, surveys, etc.) to engage the public.
- Ensure outreach is inclusive and representative of the entire community, particularly underserved populations.

### **Task 4: Development of Strategies and Recommendations**

- Identify evidence-based strategies across the "4 Es" of safety: Engineering, Education, Enforcement, and Emergency Response.
- Develop a list of infrastructure projects and non-infrastructure initiatives to improve safety outcomes. Identify demonstration projects for grant opportunities.
- Ensure recommendations prioritize safety improvements for vulnerable road users and reflect complete streets objectives (e.g., pedestrians, cyclists).

### **Task 5: Project Prioritization and Implementation Plan**

- Develop a prioritization methodology to rank projects and initiatives based on safety impact, equity, feasibility, and cost.
- Provide a phased implementation plan that aligns with future funding opportunities.
- Include planning-level cost estimates for priority projects.

### **Task 6: Final Comprehensive Safety Action Plan**

- Prepare a final, professionally designed report that includes:
  - Implementation plan with an executive summary
  - Safety analysis findings
  - Recommended strategies and prioritized projects for implementation
- Deliver all supporting data, maps, and presentation materials
- Present the plan to the LAPC Policy Board, La Crosse County Board, and City of La Crosse Bicycle and Pedestrian Advisory Committee (BPAC).

## Section 2 - Proposal Submittal Instructions

### 2.1 RFP Schedule

The following is a list of the important dates for activities related to the RFP process. LAPC reserves the right to change these dates and will post the changes on its website.

| Activity                | Date            |
|-------------------------|-----------------|
| RFP released            | 2/14/2025       |
| Submission of proposals | 3/28/2025       |
| Vendor Interviews       | Week of 4/14/25 |
| Consultant Selection    | By 4/18/25      |
| Notice to Proceed*      | May 2025        |
| Contract End Date       | May 31, 2026    |

\*Contingent on completed grant agreement with FHWA, anticipated prior to May 2025.

### 2.2 Submission of Questions

Questions regarding this RFP should be directed to Bob Gollnik, LAPC Director at (608) 785-5977, or [rgollnik@lacrossecounty.org](mailto:rgollnik@lacrossecounty.org). LAPC will maintain a list of questions and answers on the LAPC website ([www.lacrossecounty.org/MPO](http://www.lacrossecounty.org/MPO)) for consultant information. Questions will be accepted until *March 14, 2025* to ensure all parties have adequate time to review the answers. Additionally, there are no circumstances that would allow proposals received after the deadline to be accepted.

### 2.3 Budget and Period of Performance:

Budget for this effort will be up to \$350,000. This contract timeframe extends until May 31, 2026. These work items can be conducted concurrently, where practical.

### 2.4 Proposal Requirements

All consultants or consultant teams are required to prepare a proposal as part of this submission. The cost of proposal preparation is not a reimbursable cost. The total written proposal should be no more than **ten (10)** pages in length. One page is defined as one face of an 8½" x 11" sheet; we recommend double siding, with a minimum font size 12.

We recommend clear, concise, and complete information about each firm emphasizing unique qualifications and ability to provide the highest quality services. To be considered responsive to this RFP, each proposal must conform to the following requirements LAPC prefers digital copies of the proposal requirements. The prospective consultant shall:

- Submit one (1) digital copy of the Technical Proposal with all pages numbered consecutively.
- Use "LAPC SS4A Proposal 2025 – (insert prime consultant name)" in the subject line.

The LAPC reserves the right to reject any and all proposals, and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award contracts in the best interest of the La Crosse Area Planning Committee.

### Requirements

The proposal should demonstrate that the proposer understands the intent and scope of the work, the character of the deliverables, the services required for their delivery, and the specific tasks that must be performed to supply these services. In addition, the proposer must demonstrate qualifications to supply the required services.

The proposer shall prepare a Scope of Services for the project, featuring each of the items listed below. The proposer is encouraged to include additional scope of service tasks that it feels should be included. To the extent possible, LAPC is interested in unique cost-effective approaches to completing the project items and the final Scope of Services will be subject to negotiation. The selected consultant will be responsible for actively managing the project and for providing all services listed under the scope of work.

### Guidelines

The Proposal should contain the following information in the order listed:

1. Statement of Qualifications and Experience, including key staff that would be involved and their role in the project
2. References: 1-2 recent references for related work products
3. Scope of Services (Project Approach)
4. Project Costs, Summarized by Task
5. Insurance Coverage Overview (does not count in 10-page limit, can be a separate pdf).

All proposals shall be submitted in .pdf format to [rgollnik@lacrossecounty.org](mailto:rgollnik@lacrossecounty.org). A combined document with proposed scope and budget is acceptable.

*Note: Proposals received after the **3/28/2025 at 5:00pm CST** deadline will not be reviewed.*

## **2.5 Ownership of Proposals**

All proposals submitted on time become the property of LAPC upon submission, and the proposals will not be returned to the Vendors. By submitting a proposal, the responder agrees that LAPC may copy the proposal for purposes of facilitating the evaluation.

## **2.6 Other information**

Vendors may submit any other information that is not described in this proposal that would be beneficial to LAPC. If in the vendor's opinion the LAPC has overlooked anything material or relevant, such item(s) may be brought to the LAPC's attention and be included in the proposal.

## **2.7 Public Records Law**

All proposals are subject to the Wisconsin Public Records Law.

## 2.8 City of La Crosse Standard Terms and Conditions

Contractors are required to comply with the City of La Crosse’s Standard Terms and Conditions, included in Attachment A.

## 2.9 La Crosse County 45 CFR Part 76

The successful vendor shall be required to sign the Certification Regarding Suspension and Debarment Document stating they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. If the successful vendor cannot, in good faith, sign the certification document the right is reserved to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal or bid. Shown in Attachment B.

## Section 3 - Evaluation

### 3.1 Evaluation Criteria

LAPC will evaluate the proposals using the criteria described below:

| Category  | Points     |
|---|------------|
| Qualifications/Relevant Experience              | 25         |
| Technical Approach & Methodology                | 25         |
| Stakeholder & Public Engagement                 | 20         |
| Innovation & Best Practices                     | 15         |
| Cost effectiveness                              | 10         |
| Proposed Timeline and Ability to Meet Deadlines | 5          |
| <b>Grand Total</b>                              | <b>100</b> |

### 3.2 Initial Evaluation

Each proposal shall receive an initial evaluation. The proposals will be reviewed by an evaluation team. The highest evaluated vendors; up to 3; shall be requested to meet with the evaluation team for an interview. Vendors will be contacted no later than COB on 4/4/2025 regarding their interview status. Vendors advancing to the interview stage will receive an interview agenda at that time.



# ATTACHMENT A

## STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

|              |  |          |   |
|--------------|--|----------|---|
| To the City: | Attn. City Clerk<br>City of La Crosse<br>400 La Crosse Street<br>La Crosse, WI 54601 | Copy to: | Attn. City Attorney<br>City of La Crosse<br>400 La Crosse Street<br>La Crosse, WI 54601 |
|--------------|--|----------|---|

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised: 10-07-08

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (3) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction”. Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

VENDOR NAME \_\_\_\_\_

BY \_\_\_\_\_  
(Signature of official authorized to sign)

Date \_\_\_\_\_