



## **REQUEST FOR QUALIFICATIONS**

### **Air Service Consulting Services**

Deadline for Submission: Friday December 6, 2024, at 2:00 P.M. CST  
Late or unsigned proposals will be rejected

## SPECIAL INSTRUCTIONS

<b>RFQ Title</b>	<b>Air Service Consulting Services</b>
<b>RFQ Number</b>	<b>AIR-2024-001</b>
<b>Purpose</b>	The airport seeks to obtain consulting services related to air service development and retention in the La Crosse, WI, market
<b>Deadline</b>	<b>2:00 P.M. CST – Friday December 6, 2024</b>
	Airport Administration Office 2850 Airport Road La Crosse, WI 54603
<b>Special instructions</b>	<ul style="list-style-type: none"><li>• Submit one (1) original of your proposal in electronic form, only.</li></ul>
<b>Submit all inquires to</b>	Name: Jeff Tripp Title: Airport Director Phone: (608) 789-7456 E-Mail: <a href="mailto:trippj@lseairport.com">trippj@lseairport.com</a> Web: <a href="http://www.lseairport.com">www.lseairport.com</a>
<b>Date issued</b>	10/29/24

## 1. GENERAL INFORMATION

### 1.1. Introduction and Background

The La Crosse Regional Airport (Airport) is seeking Request for Qualifications (RFQ) from experienced firms providing air service development consulting services. The successful proposer will support the efforts of the Airport to maintain and expand air service at the La Crosse Regional Airport (LSE) for a three-year term, with two one-year options available at the discretion of the Airport. The consultation deliverables and budget will be negotiated annually.

The La Crosse Regional Airport (LSE) is owned and operated as an independent department of the City of La Crosse. The community maintains a vibrant and diverse economy that contains significant companies in the manufacturing, retail, government, and medical industries. With a population of more than 52,000, it serves as a hub for a metro area of nearly 140,000 citizens.

LSE is currently served by American Airlines regional carriers (Envoy, Air Wisconsin) with daily flights to Chicago O'Hare International Airport. Until the summer of 2023, Delta Airlines offered flights to Minneapolis-St. Paul International Airport. From 2019 to 2022, Delta also offered service to Detroit Metropolitan Airport. LSE has seen its overall air service diminish significantly since the mid-2000s when three air carriers served the market with more than a dozen daily flights.

### 1.2. RFQ Timeline

Monday, November 4, 2024	Request for Statement of Qualifications issued
Tuesday, November 12, 2024 @ 2pm CST	Pre-proposal meeting (virtual)
Tuesday, November 19, 2024 @ 5pm CST	Deadline for questions
Tuesday, November 26, 2024 @ 5pm CST	Response to questions
Friday, December 6, 2024 @ 2pm CST	Proposals submission deadline
TBD	Consultant Interviews (if needed) (virtual)
January 2025	Aviation Board Recommendation
February 13, 2025	Council Award

### 1.3. Terms and Conditions

The standard terms and conditions for services of the City of La Crosse, owner of the La Crosse Regional Airport, are included in **Attachment A** and are hereby made a part of this RFQ and subsequent contracts. These terms shall be required for any signed contract.

#### 1.4. Scope of Work

The consultant will support Airport staff in developing and executing an effective commercial air service development program to maintain and increase available commercial passenger air service, including but not limited to:

- 1.4.1. Obtain and analyze economic, demographic and transportation industry data to support air service marketing efforts. Analyze passenger leakage to other airports in LSE's catchment area (primarily MSP and ORD) to identify trends and opportunities for improvement.
- 1.4.2. Evaluate LSE airfares and identify reason(s) for current air fare being much higher than other airports in the region to identify any factors within the airport's control to help lower air fare. Current air fare is identified as the primary reason LSE experiences heavy leakage to MSP.
- 1.4.3. Evaluate strength of demand for specific airline routes, to include seasonal routes, on an ongoing basis and recommend strategic action plans to present a solid business rationale for air carriers to consider adding LSE, in competition with other regional commercial airports.
- 1.4.4. Complete air carrier and market analyses of current and anticipated air carrier capacity and market priorities to bolster air service opportunities at LSE. Analyses will include focus on rapidly changing industry conditions such as significant shifts in market share, carrier operational performance metrics, carrier competition, pilot shortages, fleet availability, and other conditions, as appropriate.
- 1.4.5. Provide analysis and report of the La Crosse area market and catchment area (passenger leakage study), using detailed demographics and historical passenger data to identify target markets with the greatest potential to generate new passenger demand, from a geographic, demographic and behavioral perspective.
- 1.4.6. Support LSE Air Service Working group efforts to develop a strategic marketing plan to influence and stimulate increased travel demand from La Crosse. These efforts will complement the work performed by Explore La Crosse and the La Crosse Area Development Corporation.
- 1.4.7. Assist airport staff with facilitating meetings with appropriate airline decision-makers to present supporting rationale for new and/or increased air service to/from the Airport.

- 1.4.8. Develop detailed written proposals and presentations for air carriers to be provided and/or presented in one-on-one meetings with air carriers.
- 1.4.9. Support airport efforts to provide information to the community and other stakeholder groups with regard to air service industry trends and the outlook for commercial air service at LSE.
- 1.4.10. Assist airport staff with the development and submission of Small Community Air Service Development (SCASDP) grants.
- 1.4.11. Preparing additional market analyses and conducting research, as needed, related to airport business and operational issues.

#### 1.5. RFQ and Contract Administration

This RFQ is issued by the La Crosse Regional Airport and is administered by the Airport Director, as authorized by the City of La Crosse, Wisconsin. This RFQ intends to select a consultant for all, or some, of the indicated items in 1.4, above, by individual engagement at the time the work is required. No guarantee is made that all, or any, of these items will be performed. Selected Proposers shall not have an entitlement to any of these items and the Airport reserves the right to hire other personnel or organizations to perform any portion of the scope of work.

The La Crosse Regional Airport reserves the right to accept, reject, and/or negotiate, any or all proposals or any part thereof, or portion of, the proposals, to waive any technicality in any proposals submitted, to accept any part of a proposal as deemed to be in the best interests of the La Crosse Regional Airport or the City of La Crosse.

#### 1.6. Clarification of the specifications

All inquiries concerning this RFQ must be directed to the Airport Director.

Any questions concerning this RFQ must be submitted in writing by mail or e-mail before the submission deadline.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFQ document at this point in the RFQ process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFQ document.

#### 1.7. Addendums and/or Revisions

If it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, revisions/amendments and/or supplements will be posted on the

Airport web site at [www.lseairport.com](http://www.lseairport.com), and will be sent out through DemandStar to recipients of this RFQ.

It shall be the responsibility of the proposer to regularly monitor the Airport web site for any such postings.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFQ and any supplements or revisions thereof.

#### 1.8. Contract Term

The contract term shall be for a period of three years from the execution date of contract, with two one-year options available at the sole discretion of the Airport. Consultation deliverables and budget amounts will be negotiated annually.

## 2. PREPARING AND SUBMITTING QUALIFICATIONS

#### 2.1. General Instructions

The evaluation and selection of the consultant will be based on the information submitted in the proposal in addition to references and any required on-site visits or oral interview presentations. An oral interview or presentation is not anticipated at this time but may be done to determine an appropriate selection is made should the selection be close or substantially difficult.

#### 2.2. Proprietary Information

Proprietary information submitted in a proposal, or in response to the RFQ, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of La Crosse Regional Airport to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of La Crosse Regional Airport. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

#### 2.3. Incurring Costs

La Crosse Regional Airport is not liable for any cost incurred by proposer in replying to this RFQ.

#### 2.4. Submittal Instruction

Proposals shall be submitted through Demand Star at [www.demandstar.com](http://www.demandstar.com). All proposals shall be valid and irrevocable for the sixty calendar (60) days immediately RFQ

AIR-2024-001 following the date and time listed above. Proposals must be fully completed and signed when submitted to the city – any incomplete or unsigned Proposal Forms will be deemed inconsistent and unacceptable and will not be considered.

Sealed proposals will be received through Demand Star and must be submitted by the specified time stated on the Special Instructions page. Late submittals shall not be accepted and will be returned to proposer, unopened. Hardcopy proposals submitted by the appropriate time will be accepted and converted to electronic format. Hardcopies will then be destroyed.

#### 2.5. Required Copies

Proposers must submit an original and five copies of all materials required for acceptance as instructed on Special Instructions page of this RFQ. All formatting in the proposal must be on 8.5" x 11" paper. Contents of the proposal is illustrated in 4. GENERAL PROPOSAL REQUIREMENTS, below.

#### 2.6. Multiple Proposals

Multiple proposals from a proposer are not permissible.

### **3. PROPOSAL SELECTION AND AWARD PROCESS**

Consultants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the RFQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the RFQ. Information obtained from the RFQ and from any other relevant source may be used in the evaluation and selection process.

#### 3.1. Preparation of Proposal

Proposals shall be submitted on eight and one-half by eleven-inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Consultant in preparing a thorough response.

#### 3.2. Right to Reject Proposals and Negotiate Contract Terms

The Airport reserves the right to reject any and all proposals and to negotiate the terms of the contract with the selected proposer(s) prior to entering into a contract. This is a

cost neutral selection, and the lowest responsible bidder may not be selected based on the other factors associated with this selection.

### 3.3. Evaluation Criteria

The Airport Director will establish an evaluation panel to review the proposals and recommend a proposer to be awarded the agreement resulting from this RFQ.

The evaluation panel may interview the most competitive proposers. The evaluation panel will use the evaluation criteria established in this RFQ to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. The evaluation panel may consider information from the interviews that clarifies the materials submitted.

The evaluation panel will score the proposals by consensus in accordance with the evaluation criteria. The Airport intends to maintain the consensus scores for each criterion for each proposer. The Airport will not maintain individual evaluation panelists' scores for the evaluation criteria.

### 3.4. Proposers shall provide the information listed under each category below:

#### 3.4.1. **Qualifications and Experience of the Project Manager and Key Team Members (10-page limit)**

Each proposer must identify and provide the following information about its Project Manager and other key team members:

- a. Sufficient documentation, including a Project Manager resume, to demonstrate a minimum of five years' effectiveness developing and executing air service development programs.
- b. Documentation, including resumes, that demonstrates the experience of key team members who are expected to support the program. Include an organizational chart which illustrates the responsibilities and reporting relationships among the Project Manager and team members who will work together to provide the scope of services described in the RFQ.

#### 3.4.2. **Airline Presentation Example**

Each proposal must include one domestic passenger airline presentation prepared by the Project Manager for a similar regional airport client within the last three years. Airport names and any other identifiers may be redacted. The Airport respects the confidentiality of the Proposers' client airports. The presentation must be accompanied by an executive summary that includes the following points:

- A statement of market conditions, stated objectives, and how a strategic plan to pursue these objectives was developed and executed.
- Types of research and other analyses used in preparation of the presentation.
- The specific role of the Project Manager in the development and execution of the strategic plan and presentations, including role in interactions with decision-makers at targeted commercial air carriers.
- The outcome of the strategy toward achieving its objectives.

#### 3.4.3. **Airport Client List**

Each proposer must include a list of domestic airport clients with which the proposer, the Project Manager, and/or the key team members are currently under contract or have been under contract with during the last three (3) years. The listing of work performed at similar regional commercial service airports with similar issues and challenges is preferred. This list must include the following information:

- Name of Client
- Contact name, telephone number, and email address
- Name of Project Manager and/or key team members
- Role of Project Manager and key team members
- Brief project description (250 word maximum)
- Actual or anticipated contract start and end dates

#### 3.4.4. **Approach to Scope of Services (10-page limit)**

Each proposer must describe in narrative its proposed approach to the scope of services listed above in Section III. This narrative, including any supporting illustrations or graphic depictions, should not exceed ten (10) pages. In addition, identify the data sources that are proposed to support development of an air service development strategy plan for LSE.

### 3.5. Evaluation of Proposals:

Each proposal will be evaluated by selection committee with final recommendation provided to La Crosse Common Council for approval. Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. The Airport reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

Qualifications and Experience	30 points
Airline Presentation Example	30 points
Airport/Airline Client List	10 points
Approach to Scope of Services	30 points
<b>Total</b>	<b>100 points</b>

### 3.6. Award

The award will be granted to the highest scoring responsive and responsible proposer(s). Contract award will be made within 90 days of the RFQ submission deadline.

### 3.7. Notification of Intent to Award

As a courtesy, the Airport may send a notification of award memo to responding proposers at the time of the award.

## 4. SPECIAL CONTRACT TERMS AND CONDITIONS

Proposer shall include a statement that they agree to the Standard Terms and Conditions for Professional Services which shall be part of any awarded contract for service. This contract is included as **Attachment A**. In addition, this RFP and the proposal submitted in response to the RFP will be considered part of the contract for services upon award.

## ATTACHMENT A

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 sub-Consultant 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 \$1,000,000.00 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 CONSULTANTS. The parties, their employees, agents, volunteers, and representative shall be deemed independent Consultants 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 any 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 sub-Consultants 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 deposit 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	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		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 parties 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.

*ATTACHMENT B*

**SOQ Proposal (Attach)**

**ATTACHMENT C**

**Acknowledgment of Addendum**

The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered nonresponsive.

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum No. \_\_\_\_\_, Dated

Addendum No. \_\_\_\_\_, Dated

Addendum No. \_\_\_\_\_, Dated

Company Name of Proposer: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_