

LA CROSSE MUNICIPAL TRANSIT UTILITY (MTU)

**REQUEST FOR PROPOSALS (RFP) FOR
UNARMED SECURITY OFFICER/GUARD SERVICES FOR
THE GRAND RIVER STATION – TRANSIT CENTER**

RFP MTU24-002

November 7, 2024



2000 Marco Dr
La Crosse, Wisconsin 54601

LEGAL NOTICE

LACROSSE TRIBUNE

RUN DATE: 11.12.2024

LA CROSSE MTU

REQUEST FOR PROPOSALS – UNARMED SECURITY OFFICER/GUARD SERVICES FOR THE GRAND RIVER STATION – TRANSIT CENTER, RFP MTU24-002

La Crosse MTU is seeking competitive proposals from interested, qualified and experienced vendors to provide unarmed security officer/guard services for the Grand River Station – Transit Center building and grounds.

Proposals shall be received until 10:00 A.M. on Thursday, November 21, 2024 in the office of La Crosse MTU, 2000 Marco Dr., La Crosse, Wisconsin 54601. Proposals received after 10:00 A.M. will not be accepted.

All project and submittal details can be found in the RFP. The RFP can be downloaded from La Crosse MTU's website: <https://cityoflacrosse.org/mtu>

TABLE OF CONTENTS

PART A – BACKGROUND & GENERAL INFORMATION 4
Project Summary 4
Background..... 4
Disadvantaged Business Enterprise 4
Contract & General Terms 5
Funding 5
Insurance & General Requirements..... 5
Public Records 5
Current Unarmed Security Officer/Guard Services..... 6
Project Goal..... 6

PART B – SCOPE OF WORK..... 8
Overall 8

PART C – PROJECT IMPLEMENTATION 13
Project Management..... 13
Project Implementation & Acceptance 13

PART D – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION 14
General Information..... 14
Required Proposal Elements..... 15
Proposed Schedule 16
Written Questions & Addenda..... 16
Proposal Selection..... 16
Evaluation Criteria..... 17
Protest Procedure 17
Written Proposal Response..... 19
Compliance Matrix Form..... 21
Cost Proposal Form..... 23
Lobbying Certification..... 24
Debarment and Suspension Certification..... 25

APPENDIX 1 – FEDERAL CONTRACT CLAUSES 26

**APPENDIX 2 – CITY OF LA CROSSE MTU INSURANCE REQUIREMENTS AND
STANDARD TERMS AND CONDITIONS (SERVICE CONTRACTS) 38**

APPENDIX 3 – SAMPLE CONTRACT 48

APPENDIX 4 – WORK LOCATION MAP 63

PART A – BACKGROUND & GENERAL INFORMATION

Project Summary

The La Crosse MTU's current contract for Unarmed Security Service will expire at the end of 2024. The La Crosse MTU would like to secure a qualified, experienced, and responsible Vendor to provide security services with a multi-year service agreement for its security services at the Transit Center. The specific scope of work for this project is described further in this document.

Background

The La Crosse MTU provides fixed-route public transit services throughout the City of La Crosse and surrounding communities under municipal contracts. This area consists of the Cities of La Crosse, La Crescent, Onalaska and Town of Campbell. MTU operates 7 regularly scheduled fixed-routes Monday through Friday, 5 regularly scheduled fixed-routes on Saturday and Sunday, and 2 regularly scheduled fixed-routes with demand response route deviation Monday through Friday, and 1 regularly scheduled fixed-routes with demand response route deviation on Saturday. MTU also manages a Safe Ride route during the university's academic school year, which is also provided by contract.

Unarmed Security Officer/Guard services were initially secured after the completion of the Grand River Station Project – Transit Center back in June of 2010, complete with an indoor waiting area for all bus passengers. Security Services at the Grand River Station provide a service that ensures the safety and aids with service questions of the traveling public while they are utilizing the transit center and compliments the other MTU Staff that work out of this facility and provides a seamless oversight when the MTU Staff is not on site. Grand River Station also currently houses bus stop area for a regional intercity bus company that provides bus service between Minneapolis and Chicago and services 14 states in the Midwest.

Further MTU route and schedule info can be found at: www.cityoflacrosse.org/MTU.

La Crosse MTU is owned and operated by the City of La Crosse, WI. The City of La Crosse MTU is hereinafter referred to as "MTU."

Disadvantaged Business Enterprise

MTU has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of MTU to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

There is no contract goal established for this agreement. If a proposer is certified with the State of Wisconsin as a DBE vendor, please indicate DBE certification within the submitted proposal.

Contract & General Terms

MTU will enter into a fixed price contract with the selected vendor. The resulting contract will also include this RFP document and the contractor's proposal response as component parts. The service agreement term will be for three (3) years with the option for two one-year period extensions. This contract shall automatically extend into each one-year option period with satisfactory performance during the initial 3 year term, unless either party notifies the other, in writing, 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s). A sample contract is provided in Appendix 3.

Communications in connection with this contract shall be in writing and shall be delivered personally or by email; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of MTU and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

MTU is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. MTU will furnish necessary exemption certificates upon request.

Funding

Funding for this procurement is provided by City, County, State, and Federal taxpayer dollars. As such, the agreement with the successful proposer shall at all times be subject to the rules and regulations of Wisconsin Department of Transportation and the Federal Transit Administration, under the provisions of the Urban Mass Transportation Act of 1964, as amended. The successful Contractor shall be responsible for complying with all applicable laws and regulations governing the services described in this RFP as a Contractor of MTU. Specific Federal requirements are outlined in Appendix 1.

Insurance & General Requirements

The Contractor shall not commence work until it has obtained all insurance required and Certificate of Insurance has been provided and is acceptable to MTU. See Appendix 2 for applicable requirements.

Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes may be held confidential.

Proposers shall seal separately or provide separate files for electronic submittal and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The MTU cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The MTU cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The MTU will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the MTU to withhold the contents of Proposals from public view - until such times as competitive or bargaining reasons no longer require non-disclosure, in the MTU's opinion. At that time, all Proposals will be available for review in accordance with such laws.

Current Unarmed Security Officer/Guard Services

Current Security Services are Provide Monday through Friday from 4:00PM – 10:00PM, Saturday from 11:00AM – 7:00PM, and on Sunday from 11:00AM – 6:00PM. The Transit Service Operates 359 days a year. The holidays of Christmas Eve and New Year's Eve follow a Sunday Transit Schedule of work and as such security services are provided from 11:00AM – 6:00PM each day. There is no transit service, and thus no security service on New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day. This calculates out to be approximately 45 hours per week, except for weeks that have reduced or no service days due to holiday observance. The current vendor has the service split into two positions, one that works weeknights and the other works weekends.

Project Goal

The MTU Grand River Station Security serves multiple roles within our service. For example, the Security staff will be called on to assist drivers with lost and found items, schedule questions from patrons, assisting in deescalating potential situations on the platform and in the lobby while people wait for the next connecting bus. They will need to be comfortable with using our radio and phone system to notify MTU and City Staff of ongoing or upcoming issues, they may need to investigate minor incidents that happen at the Transit Center or Assist the City of La Crosse Police Department with reviewing and saving incident footage from the Transit Center Camera system. They may also need

Unarmed Transit Center Security Officer/Guard Services

to provide medical assistance thru the use of First Aid, CPR, or AED. Therefore, we require an Unarmed Security Officer/Guard Service that performs optimally for our situation as a small urban transit system.

PART B – SCOPE OF WORK

Overall

The Security Service must provide the La Crosse MTU with a seamless service that will, at a minimum, provide the elements and functions described below. Vendor shall supply a qualified, experienced, competent and reliable service.

The selected firm will be the prime contractor for the security service and, as such, will be responsible for managing the entire scope of services and meet the qualifications as described in this RFP and other documents tied to this process.

La Crosse MTU recognizes the constantly changing environment in security services due to the ever-changing dynamics that are experienced throughout our community and across the nation. Any specification in this RFP that may hinder or limit the vendor's proposed deployment approach should be noted in writing through the 'written question' step of this procurement. The written question should contain a statement explaining how the proposed alternative would better serve the needs of La Crosse MTU. La Crosse MTU will consider each request and share responses through the Q&A process.

SERVICE HOURS

Services will be provided daily, seven days a week, three-hundred fifty-nine (359) days a year. No service on New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

Unarmed security services are to be provided during the following service hours for a total of forty-five (45) weekly service hours:

- Monday–Friday: 4:00 p.m. – 10:00 p.m.
- Saturday: 11:00 a.m. – 7:00 p.m.
- Sunday: 11:00 a.m. – 6:00 p.m.

Limited security service will be provided on the following days:

- Christmas Eve Day: 11:00 a.m. – 6:00 p.m.
- New Year's Eve Day: 11:00 a.m. – 6:00 p.m.

RECRUITMENT AND TRAINING EXPENSES

Each Security Officer assigned to the work location will be recruited and trained at the Contractor's expense using methods and training programs developed by the Contractor.

Security Officers must complete the Contractor's training program of pre-site classroom training. Classroom training shall consist of such things as instruction on basic preparedness, life safety, legalities, professional communications, physical security, and interpersonal relations.

Security Officers must additionally complete eight (8) hours of onsite training to become familiar with the nuances of our job site.

CONTRACTOR EXPERIENCE AND OTHER REQUIREMENTS

The successful Contractor would be preferred to have a minimum of three (3) years experience in providing Unarmed Security Officers/Guards in Public Service Agencies such as Transit Centers, Bus Stations, Airports, or other such public facilities.

Contractor shall conduct a complete background investigation of all persons assigned to provide security services under this contract and shall provide that information to the City prior to the start of any work. All costs related to the background investigations shall be the responsibility of the Contractor.

Contractor shall insure that all Security Officers are on time, alert, and capable of performing their assigned duties. If the assigned officer does not report on time the Contractor is required to send a replacement officer within one hour of receiving notice unless another arrangement has been made with the site-specific designated City representative.

Contractor shall be responsible for furnishing all labor, uniforms, flashlights, batteries, other related equipment, supervision, and training. The City will provide the mobile radios utilized for this service.

SECURITY OFFICER EMPLOYMENT QUALIFICATIONS

Contractor agrees to only consider applicants for Security Officer positions who meet the following requirements:

- 1) Must be a U.S. citizen, or a legal alien possessing appropriate work permit or visa.
- 2) Must be fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable.
- 3) Must possess a high school diploma or equivalent.
- 4) Must be in good health, emotionally stable, mentally alert and able to perform job responsibilities.
- 5) Must possess a valid driver's license.
- 6) Must be trained and licensed (where applicable) in accordance with state requirements.
- 7) Must have a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others.
- 8) Must have been honorably discharged if served in a branch of the military service.
- 9) Must not have been terminated from any previous employment for other than honorable circumstances, unless extenuating circumstances can be demonstrated.
- 10) Must have access to reliable transportation.

- 11) Must be able to work flexible schedules.
- 12) Must possess basic computer skills and/or security system knowledge as required by position.
- 13) Must be able to operate radio or telephone equipment and/or console monitors.
- 14) Must have former experience in one of the following industry areas:
 - Military
 - Corrections
 - Law Enforcement
 - Government Agent

WORK LOCATION

Grand River Station Transit Center located at 314 Jay Street, City of La Crosse, La Crosse County, Wisconsin, 54601 which is properly referenced on attached map, see Appendix 4.

GENERAL OFFICER DUTIES

- 1) Security Officer will occupy information/security desk located in the northern corridor of Transit Center directly past the security gate. While on duty Security Officer will assist customers and help with any inquiries or questions said customers may have. Security Officer will provide security and receptionist duties and act as the 'first contact' that both employees and visitors see when entering the facility and provide a pleasant first impression.
- 2) Report to their assigned work site on time and in the uniform according to the standards established herein.
- 3) Provide direction, information, customer service, on all bus routes, ticketing, and any other activity within the Transit Center.
- 4) Must be able to maneuver stairs and other physically demanding terrain at the site as part of regular duties. Security Officers must make hourly building rounds/tours as assigned by the supervisor.
- 5) Periodically make random rounds of the Transit Center. Continually change pattern for making rounds, unless directed otherwise.
- 6) Assist in serving as crowd monitor for the Transit Center. Offer assistance to employees and visitors entering and leaving the facility.
- 7) Assist in the response to activated door alarms or other emergency situations when notified by proper indicators. Assist with medical incidents and or provide medical assistance thru the use of First Aid, CPR, or AED.
- 8) Take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force.

- 9) Report any irregular functioning equipment to City by notifying City of La Crosse Municipal Transit Utility personnel, and document it on the daily officers' report. Immediately report any breaches of security procedures, unauthorized access or unusual or suspicious activity to the Transit Center.
- 10) Check the site for vandalism, vehicular damage, illegal dumping, illegal entry, as well as any other illegal activity and properly document it in the daily officer's report.
- 11) Complete and maintain a daily log of activity/incidents and submit to MTU Manager on a daily basis. Record all property damage discovered on rounds and properly document it in the officer's daily report.
- 12) Report any out of the ordinary or unusual situations.
- 13) Perform other related duties as may be assigned by City's designated site representative.
- 14) Call the Police for ordinance and criminal violations, if any.
- 15) Assist persons who become ill and call for emergency help.
- 16) Provide guidance and direction during any security, medical, weather, or other incidents that may affect the function of the Transit Center.
- 17) Provide escorts if/when money is picked up on site.
- 18) Investigate thefts and fill out the necessary reports.
- 19) Watch for persons who are damaging or stealing City property and report that to the Police.
- 20) Be willing to perform all duties in unfavorable work and weather conditions.
- 21) Continually offer proactive solutions to any security changes in technology or environment.
- 22) Perform any other duties or responsibilities deemed appropriate by Contractor Management or MTU Management.
- 23) Upon closing down the Transit Center at night, Security Officers will periodically check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water, locked doors, windows, coffee pots left on, etc. All lights are to be turned off when leaving the area. Perform other reasonable duties as requested at the various sites shall also be conducted.

FITNESS FOR DUTY REQUIREMENT

If relief officer shows up in a condition unfit for duty, including, without limitations, sick, has been drinking, is out of uniform, brought another person with them, the officer on duty shall:

1. Remain at their post.
2. Notify their supervisor immediately.
3. Stay at their post until their supervisor or a qualified replacement officer relieves them.

SUPERVISION

Contractor shall designate an Account Manager to provide administration and operational direction of the security force in carrying out the provisions of the Transit Center security plan. The Account Manager will be responsible for the performance of the security personnel.

Contractor shall be required to provide daily written officer activity reports. These reports shall include all activities performed by the officer during a shift along with any unusual non-emergency information. In the event of an accident or incident, a security incident report shall be filled out immediately after appropriate action has been taken. Incident reports should be detailed and submitted before the end of a shift. Account Manager shall complete and submit a detailed supervisor's report of inspection. All report forms shall be provided by the Contractor at their expense.

Account Manager will carry on all liaisons between City and supervision to insure City satisfaction. The Account Manager is directly responsible to the MTU for all of the activities set forth in this Agreement. The Account Manager will make monthly or more frequent inspections of the entire Transit Center. The Account Manager will review and maintain all security records/reports to assure accuracy and completeness.

Copies of all inspections shall be provided to City.

Contractor shall provide City with contact numbers for all supervisors.

UNIFORM/APPAREL

Contractor shall ensure all employees are in uniform and are in a presentable manner. Security Officers on duty must display a valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements. Uniform shall consist of an unarmed military style uniform provided by Contractor.

COMPLIANCE WITH SECURITY PROTOCOL

Contractor agrees to comply with the City's and MTU's safety policies that are communicated via email and posted at the Transit Center.

All Contractor employees are required to have current and valid security credentials when on duty.

PART C – PROJECT IMPLEMENTATION

The following contains minimum expectations for the awarded vendor during implementation.

Project Management

All information and correspondence shall flow through MTU's identified project manager or designee, who will be responsible for providing direction to the vendor. Vendor must supply an implementation plan, which identifies the project timeline and milestones.

The awarded vendor shall name one (1) individual from their firm that will be designated as project manager. This individual shall have complete authority and control over all aspects of the project. The awarded vendor's project manager shall be the sole point of contact between the vendor and MTU. A list of other project installations/sites directly under the control of this individual shall be named in the proposal.

Project Implementation & Acceptance

MTU prefers a vendor who can deliver a fully functioning security service by January 2, 2025.

PART D – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION

General Information

All proposals must be submitted via email or mail. All proposals must be received at MTU Main Offices at 2000 Marco Dr, La Crosse, WI 54601 by **10:00 AM (CST) on Thursday, November 21, 2024.**

Submittal by Email Instructions:

An emailed proposal shall be received by MTU prior to the due date and time shown above. The email subject line shall state: "PROPOSAL FOR UNARMED SECURITY OFFICER/GUARD SERVICES, RFP MTU24-002." The email file size maximum is 15MB. Proposal file format shall be Portable Document Format (PDF). The Cost Proposal Form (file name = "Cost Proposal") shall be a separate file from the remaining proposal package.

Proposals shall be emailed to kruegerj@cityoflacrosse.org . Submitting a proposal to any email address other than kruegerj@cityoflacrosse.org does not constitute receipt of a proposal by MTU.

It is the Proposer's responsibility to verify that the emailed proposal has been timely received and delivered to MTU before the due date and time above. MTU is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that their emailed proposal response has been successfully received by MTU. To confirm receipt, email James Krueger Jr at kruegerj@cityoflacrosse.org prior to the due date.

Submittal by Mail Instructions:

If mailed, the proposal package should be addressed to the **Deputy Director Of Transit, c/o La Crosse MTU, 2000 Marco Dr., La Crosse, WI 54601.** On the outside of the envelope, the proposer should distinctly indicate the name and address of the firm and in the lower left corner should clearly indicate that the envelope contains a proposal for: "PROPOSAL FOR GRAND RIVER STATION UNARMED SECURITY OFFICER/GUARD SERVICES, RFP MTU24-002." The sealed package shall contain a USB flash drive storing the proposal files in PDF format. The cost proposal must be included as a separate PDF file (file name = "Cost Proposal") on the USB flash drive. When mailed, a hard copy of proposal materials may be included, but it is not required. If mailed, receipt of a proposal by the mail system or other City departments does not constitute receipt of a proposal by MTU.

Any proposal or proposal documents received after the deadline set forth in this RFP will not be considered. Submission of proposal documents by facsimile equipment will not be accepted. It is the proposer's sole responsibility to ensure that their entire proposal is

timely and physically received by MTU prior to the deadline set forth in this RFP. Any proposals not complying with these instructions will not be considered submitted to the MTU and shall be returned to the proposer unopened and unread.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal due data.

All formal proposals submitted shall be binding for sixty (60) calendar days following the submission date.

The MTU reserves the right to reject any or all proposals, to waive any informalities in the process, or to accept any proposal deemed in the best interests of the City of La Crosse/MTU.

Required Proposal Elements

Proposal Packages shall include the specified elements below:

1. Proposal
 - a. Transmittal/Cover Letter that includes the statements below and signed by an authorized officer of the responding organization.
 - i. The information contained in this submission is accurate and complete as of the date of submission.
 - ii. The responding organization understands and is willing to comply with all contractual requirements.
 - b. Written Proposal Response
 - c. Compliance Matrix
 - d. Acknowledgement of Amendments/Addendums (if any)
 - e. Certifications:
 - i. Lobbying Certification
2. Cost Proposal Form

Proposed Schedule

The following schedule provides information on events and deadlines for this proposal.

RFP Issued	November 7, 2024
Last day for submitting written questions	November 14, 2024
Email addenda to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP	September 15, 2024
Proposal submittal deadline (10:00 AM)	November 21, 2024
Estimated contract award date	December 4, 2024
Contract start date	January 2, 2025

Written Questions & Addenda

All written questions to this RFP must be emailed to James Krueger Jr. at kruegerj@cityoflacrosse.org according to the schedule above. Only interpretations or corrections of the RFP made in writing by MTU are binding. If referencing specific RFP language, please include page number and section heading.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be provided to all known recipients of this initial RFP. To ensure all supplemental information (if available) regarding the initial RFP is shared, interested parties should email their contact info to James Krueger Jr. at kruegerj@cityoflacrosse.org before November 14th, 2024.

Proposal Selection

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. MTU reserves the right to reject in whole or in part, any and all proposals, to waive any informalities, and to accept the proposal determined to be in the best interest of MTU.

Accepted Proposals will be reviewed by an Evaluation Committee. Those Proposals which are judged by the Evaluation Committee to be the strongest will be short-listed (also known as the competitive range). The short-listed proposals will be advanced in the process, which may or may not include an interview.

Based on the evaluation of the written proposal, additional information may be required to clarify or confirm proposal information. Additional information obtained may be of any or all of the following: reference reviews, proposer interview and service presentation. If additional information is needed, MTU will make every reasonable attempt for scheduling at a time and location that is agreeable to the proposer. Failure of a proposer to fulfill or

accommodate additional information requests may result in rejection of that proposer's proposal.

MTU may request a best and final offer from firms with proposals in the competitive range. The competitive range is determined by the evaluation committee.

If only one proposal is received and accepted in response to this solicitation, additional information may be requested of the single proposer to determine if the cost proposed is fair and reasonable or if a negotiation is required.

Award of the contract shall be made to the most responsive and responsible proposer whose proposal meets the specifications and provides the greatest overall benefit (best value) to MTU.

Evaluation Criteria

The following four criteria are listed in priority order and will be used to evaluate the information submitted in each proposal.

1. Cost Proposal
2. Vendor Experience, Qualifications and Past Performance of Proposer and References
3. Compliance with Scope of Work (Compliance Matrix Form) & Value-Added Capabilities
4. Implementation Plan and Customer Service

After written proposals are evaluated, only vendor(s) with highest evaluations (competitive range) may be invited for interview If deemed necessary by the evaluation committee.

Protest Procedure

Applicability.

These protest procedures apply to all MTU formal competitive procurements (RFPs, RFQs and IFBs), unless different procedures are included in the procurement documents. Procurements that intend to utilize the protest procedures set forth herein should include a reference to these procedures. As used in this section, an "interested party" is any person or entity that has timely submitted a bid or proposal in response to a formal procurement. Protests may only be filed by an interested party.

Guidelines for Protests.

Strict compliance. Strict compliance with the protest procedures is required. No statement by MTU employees, officers, or agents will modify or otherwise alter the protest

procedures. Only MTU's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

Exhaustion of Remedies Required Prior to Pursuing Protest with Federal Funding Agency or any legal action in any court or tribunal. The protest procedures are intended to constitute administrative remedies that must be exhausted prior to an interested party commencing any legal action or requesting review by any applicable federal funding agency.

Deadline. Protests must be filed promptly after the basis for the protest is known, but no later than:

- Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.
- Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of recommended award notification correspondence sent by MTU to the vendor.
- Protest relating to the award must be submitted in writing no later than five (5) working days from the date of the award.
- Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the Transit Director.
- Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.

Contents Of Protest. Protests must clearly identify the interested party and the procurement involved in the protest. Protests must completely and succinctly state each and every ground for protest in detail, its legal authority for each protest allegation, and the factual basis for such protest. The protest must include all factual and legal documentation in sufficient detail to establish the merits of the protest. Items that are not included in a protest shall be deemed waived and uncontested.

Filing Of Protest. Protests must be delivered to the MTU offices during normal business hours (but in no event later than 5:00 p.m.) on or before the applicable deadline. Protests must be directed to the attention of the Transit Director of the La Crosse MTU.

Resolution. Protests will be decided on the basis of written submissions and any other fact finding determined necessary or appropriate by MTU. MTU may establish a protest evaluation team and may consult with its legal counsel.

Transit Director Response. Upon receipt of a written protest, the Transit Director will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The Transit Director will

respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.

If the protestor is not satisfied and indicates an intention to appeal to the next step, the Transit Director will temporarily suspend the procurement process, provided that the protest has been timely filed before award, unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause harm to the MTU.

Each prospective Contractor will be advised of the pending protest if the protest is filed before award.

Decision On Protest. The Transit Director will issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest.

Local Appeal Procedure. If the protestor makes a timely appeal of the Transit Director's decision the matter will be forwarded to the MTU Board for their review. The protestor will be notified in writing of the date that the appeal will be heard. The recommendation of the MTU Board will then be forwarded to the City of La Crosse Common Council for ultimate local disposition of the protest.

FTA Funded Procurements. When the protest involves an FTA funded procurement, the contract administrator will disclose information regarding the protest to FTA and will keep the FTA informed about the status of the protest. The FTA's role is limited to considering matters that are primarily a Federal concern.

Written Proposal Response

Proposers shall respond to the following within their proposal. Each proposal shall limit their written response to these elements and maintain the same order as listed below. Keep responses focused and concise.

1. Provide name of organization/company. Include CEO (or administrator), business address, telephone number and email address.
2. Provide name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation.
3. Provide anticipated project manager's name, experience and list of recent project deployments overseen by project manager. Briefly identify other staff member that would be assigned to the project. Include role, experience, responsibilities, etc.
4. Briefly describe your firm's history/experience implementing Unarmed Security Officer/Guard Services for transit systems. How many clients in the United States currently utilize the proposed service? Have any of your contracts been canceled, suspended or in current litigation due to inability to comply with the terms of the

agreements? If yes, describe why each agreement was canceled, suspended or in current litigation.

5. Provide five (5) public security system (indicate if any are Public Transit Systems) client references located in the United States that most relate to the services requested in this RFP. For each reference, include contact info (name, phone and email) and years of experience. The MTU may check references outside of the submitted list.
6. Provide a narrative describing the Unarmed Security Officer/Guard Service capabilities in meeting the required scope of work listed in this RFP. Identify any capabilities included in the base price that go beyond the required elements.
7. For other transit system clients, what systems utilize your service.
8. Briefly explain your firm's process to ensure a successful deployment. How would your firm work to ensure a smooth transition from the current service to deployment of your firm's services.
9. Describe the technical support provided for this service. Include a description of the billing process and customer service availability with hours of operation/availability to be contacted in case of issues.
10. Briefly describe the proposed implementation plan detailing major milestones. Provide a proposed timeline from notice-to-proceed through "go-live" milestones.
11. Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal. Include any information regarding the other "Optional Services and Features" listed in this RFP.

Compliance Matrix Form

The proposer must acknowledge compliance status for each of the requirements listed in the table below in the Comply column. This matrix only includes requirements stated in the Scope of Work section of this RFP. The proposer may recreate this form but must maintain the same content in the same order.

REQUIREMENT *Some items below state preferred or desired capabilities or features. Proposals will not be eliminated due to non-compliance status. However, compliance with a preference will result in a higher evaluation.	COMPLY? Y=Yes; N=No; M=Comply with modifications; or P=Partially comply	NOTES Please explain any P (partially comply) or M (comply with modifications) responses.
Overall		
The Security Service must provide the La Crosse MTU with a seamless service that will, at a minimum, provide the elements and functions described below. Vendor shall supply a qualified, experienced, competent and reliable service.		
The selected firm will be the prime contractor for the security service and, as such, will be responsible for managing the entire scope of services and meet the qualifications as described in this RFP and other documents tied to this process.		
Project Implementation		
All information and correspondence shall flow through MTU's identified project manager or designee, who will be responsible for providing direction to the vendor. Vendor must supply an implementation plan, which identifies the project timeline and milestones.		
The awarded vendor shall name one (1) individual from their firm that will be designated as project manager. This individual shall have complete authority and control over all aspects of the project. The awarded vendor's project manager shall be the sole point of contact between the vendor and MTU. A list of other project installations/sites directly under the control of this individual shall be named in the proposal.		
Proposal Element Requirements		
Transmittal/Cover Letter that includes the statements below and signed by an authorized officer of the responding organization.		
The information contained in this submission is accurate and complete as of the date of submission.		
The responding organization understands and is willing to comply with all contractual requirements.		
Written Proposal Response		
Compliance Matrix		
Acknowledgement of Amendments/Addendums (if any)		
Certifications: Lobbying Certification		

Unarmed Transit Center Security Officer/Guard Services

Cost Proposal Form		
Written Proposal Response		
Provide name of organization/company. Include CEO (or administrator), business address, telephone number and email address.		
Provide name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation.		
Provide anticipated project manager's name, experience and list of recent project deployments overseen by project manager. Briefly identify other staff member that would be assigned to the project. Include role, experience, responsibilities, etc.		
Briefly describe your firm's history/experience implementing Unarmed Security Officer/Guard Services for transit systems. How many clients in the United States currently utilize the proposed service? Have any of your contracts been canceled, suspended or in current litigation due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled, suspended or in current litigation.		
Provide five (5) public security system (indicate if any are Public Transit Systems) client references located in the United States that most relate to the services requested in this RFP. For each reference, include contact info (name, phone and email) and years of experience. The MTU may check references outside of the submitted list.		
Provide a narrative describing the Unarmed Security Officer/Guard Service capabilities in meeting the required scope of work listed in this RFP. Identify any capabilities included in the base price that go beyond the required elements.		
For other transit system clients, what systems utilize your service.		
Briefly explain your firm's process to ensure a successful deployment. How would your firm work to ensure a smooth transition from the current service to deployment of your firm's services.		
Describe the technical support provided for this service. Include a description of the billing process and customer service availability with hours of operation/availability to be contacted in case of issues		
Briefly describe the proposed implementation plan detailing major milestones. Provide a proposed timeline from notice-to-proceed through "go-live" milestones.		
Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal. Include any information regarding the other "Optional Services and Features" listed in this RFP.		
Acceptance		
MTU prefers a vendor who can deliver a fully functioning, unarmed security and operational system by January 2, 2025.		

Cost Proposal Form

The proposer may recreate this form but must maintain the same content in the same order. As directed in the submittal instructions above, the cost proposal form and applicable attachments must be included in a separate file (identified as "Cost Proposal"). MTU reserves the right to select or decline any of the optional items or modules included in the proposal.

Vendor Name: _____

Name & Title of Vendor's Authorized Official: _____

Signature: _____

Date: _____

All costs below, should be calculated on an annual basis with both the Billing Rate per hour and the rate at which the employee will be paid per hour identified as well.

<p>TOTAL FIRST YEAR COST.</p> <p>Includes all expenses necessary to fulfill specifications & requirements of this RFP. Please attach itemized breakdown for all elements of the year-one cost.</p>	<p>\$ _____ / YEAR 1</p> <p>Bill Rate \$ _____/Hour</p> <p>Employee Paid \$ _____/Hour</p>
<p>ONGOING ANNUAL COST.</p> <p>Indicate your proposed annual costs and per hour for project years 2-5.</p>	<p>\$ _____ / YEAR 2</p> <p>Bill Rate \$ _____/Hour</p> <p>Employee Paid \$ _____/Hour</p> <p>\$ _____ / YEAR 3</p> <p>Bill Rate \$ _____/Hour</p> <p>Employee Paid \$ _____/Hour</p> <p>\$ _____ / YEAR 4</p> <p>Bill Rate \$ _____/Hour</p> <p>Employee Paid \$ _____/Hour</p> <p>\$ _____ / YEAR 5</p> <p>Bill Rate \$ _____/Hour</p> <p>Employee Paid \$ _____/Hour</p>
<p>OPTIONAL SERVICES & FEATURES.</p> <p>List any costs to implement optional modules, services or features. List each additional service/feature and cost on a separate line item. Describe if cost is only in year one or to be added to all annual ongoing fees.</p>	
	<p>\$</p>
	<p>\$</p>

Notes: Add additional information on an attached page if needed.

Lobbying Certification

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TRAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date: ____/____/____

Name and Title of Contractor's Authorized Official: _____

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

The following clauses will be attached to the awarded proposer's contract.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted

Unarmed Transit Center Security Officer/Guard Services

programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Unarmed Transit Center Security Officer/Guard Services

(3)The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1)The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2)The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1)Complies with federal debarment and suspension requirements; and
- (2)Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1)Withholding monthly progress payments;
- (2)Assessing sanctions;
- (3)Liquidated damages; and/or
- (4)Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

Unarmed Transit Center Security Officer/Guard Services

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

Unarmed Transit Center Security Officer/Guard Services

certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at

least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan

exceeding \$150,000, **Unless such person previously filed a certification, and a disclosure form, if**

required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency

Unarmed Transit Center Security Officer/Guard Services

to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency

Unarmed Transit Center Security Officer/Guard Services

resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

Unarmed Transit Center Security Officer/Guard Services

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

APPENDIX 2 – CITY OF LA CROSSE MTU INSURANCE REQUIREMENTS AND STANDARD TERMS AND CONDITIONS (SERVICE CONTRACTS)

Project: UNARMED SECURITY GUARD SERVICES FOR THE GRAND RIVER STATION – TRANSIT CENTER

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of La Crosse.

It is hereby agreed and understood that the insurance required by the City of La Crosse is primary coverage and any insurance or self-insurance maintained by the City of La Crosse, 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 or the length of time specified in the contract or listed below, whichever is longer.

- **Professional Liability**
 - Limits
 - Each claim \$1,000,000
 - Annual aggregate \$1,000,000
 - Must continue coverage for 2 years after final acceptance for service/job

- **General Liability Coverage**
 - Commercial General Liability
 - Each occurrence limit \$1,000,000
 - Personal liability and advertising injury \$1,000,000
 - General aggregate \$2,000,000
 - Products/completed operations aggregate \$2,000,000
 - Claims made form of coverage is not acceptable.
 - Insurance must include:
 - Premises and Operations Liability
 - Contractual Liability
 - Personal Injury
 - Explosion, collapse and underground coverage
 - Products/Completed Operations must be carried for 2 years after acceptance of completed work
 - **The general aggregate must apply separately to this project/location**

- **Business Automobile Coverage**
 - Combined single limit for bodily injury and property damage
 - Each incident..... \$1,000,000
 - Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned, and hired automobile liability

- **Workers Compensation and Employers Liability:** If required by Wisconsin State Statute or any workers compensation statute of a different state.
 - Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - Each accident\$100,000
 - Disease policy limit\$500,000
 - Disease – each employee\$100,000

- **Umbrella Liability:** If exposure exists, provide coverage at least as broad as the underlying commercial general liability, watercraft liability (if required), automobile liability and employers liability, with a minimum limit of
 - Each occurrence\$2,000,000
 - Aggregate.....\$2,000,000
 - Maximum self-insured retention.....\$10,000

- **Aircraft Liability:** If the project work includes the use of, or operation of any aircraft, drone or helicopter, per occurrence for bodily injury and property damage including passenger liability and including liability for any slung cargo.....\$3,000,000

- **Cyber and Technology Liability Insurance**
 - Per occurrence (network security)..... \$500,000

- **3rd Party Client Coverage (Theft) and Computer Fraud (Crime)**
 - Per occurrence..... \$100,000

- **Additional Provisions**
 - **Primary and Non-Contributory requirement:** All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of La Crosse.

 - **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.

 - **Additional Insured Requirements:** The following must be named as **additional insureds** on the General Liability and Business Automobile Liability Policies for liability arising out of project work: **City of La Crosse, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**

- Certificates of Insurance acceptable to the City of La Crosse shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of La Crosse.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Property Insurance Coverage** to be provided by the Contractor
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis**.
 - The City of La Crosse, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.
 - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
 - Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
 - Definition of "Covered Operations" in the policy must include the type of work being done for the City of La Crosse
 - Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes

- pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
 - The City of La Crosse, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if "Wrongful Delivery" is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.
- Watercraft liability protection and indemnity coverage** to be provided by the Contractor

STANDARD TERMS AND CONDITIONS (Service Contracts)
(06.21.19)

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 document titled "Standard Terms and Conditions (Service Contracts)" 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 in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

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, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a 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. The scope of services to be performed shall include, 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. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

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, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier 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. If payment is by lump sum, then only the percent complete will be invoiced. 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. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

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 its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, 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, both as determined by La Crosse in its sole discretion, 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. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been 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 the Contracting Party's intentional misconduct or negligent performance of this Agreement, 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. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party 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 performed and accepted by La Crosse 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 other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. **DELAYS.** If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. 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. **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.

13. **INSURANCE.** Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. **Worker's Compensation and Employers Liability Insurance.** Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. **Commercial General Liability and Automobile Liability Insurance.** Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. **Umbrella Liability.** Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. **Professional Liability Insurance.** When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. **Required Provisions.** The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

Unarmed Transit Center Security Officer/Guard Services

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) 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. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **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, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

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.** Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, 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 a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a 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.** A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

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 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.

Unarmed Transit Center Security Officer/Guard Services

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

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. 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 modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be 'time of the essence' shall be specifically identified as such within the scope of services. 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. If such delays cause additional cost, Contracting Party shall be reimbursed.

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. Intentionally omitted.

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 the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

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. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from 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

Unarmed Transit Center Security Officer/Guard Services

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 applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible 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.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

Revised:
06.21.19

APPENDIX 3 – SAMPLE CONTRACT

GRAND RIVER STATION SECURITY OFFICER SERVICE AGREEMENT

This Agreement made and entered into this fourteenth (XXth) day of December, 20XX by and between the **City of La Crosse Municipal Transit Utility**, a Wisconsin municipal corporation, hereinafter referred to as “City,” and **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, a **XXXXXXXX** Corporation, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, THE City is the owner of the Grand River Station - Transit Station located in the City of La Crosse, State of Wisconsin, hereinafter referred to as “Transit Center,” and

WHEREAS, the parties hereto desire to enter into an Agreement for security services in the Transit Center building and bus-way at the Transit Center.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Contractor do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

1) TERM OF AGREEMENT

- a) The term of this Agreement shall be for a period of one (1) year commencing January 2nd, 2025 and terminating December 31st, 2027, unless sooner terminated as hereinafter provided.
- b) The Agreement may be renewed by City for two (2) additional one (1) year terms upon which Ninety (90) days advanced written notice from City to Contractor shall be required for each renewal. This Agreement may only be renewed if the Agreement is not in default under any of the terms or conditions set forth under this Agreement.
- c) Contractor shall provide services daily, seven days a week, three-hundred fifty-nine (359) days a year. No service on New Year’s Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall coordinate a schedule of when services are to be provided with City.
- d) Contractor agrees to provide unarmed security services during the following service hours for a total of forty-five (45) weekly service hours:
 - Mon. –Fri.: 4:00 p.m. – 10:00 p.m.
 - Saturday: 11:00 a.m. – 7:00 p.m.
 - Sunday: 11:00 a.m. – 6:00 p.m.

e) Contractor agrees to provide limited service as outlined on the following days:

- Christmas Eve Day: 11:00 a.m. – 6:00 p.m.
- New Year's Eve Day: 11:00 a.m. – 6:00 p.m.

2) FEES

- a) City agrees to pay to Contractor xxxxxxxx dollars and xxxxxxxx xxx cents (\$XX.XX) per hour for every hour security service has been provided to City by Contractor and its employees under the terms of the Agreement totaling forty five (45) service hours a week, subject to certain exceptions explicitly outlined in this agreement. During the course of this Agreement City agrees to pay Contractor an overtime rate of xxxxxxxx xxx dollars and xxxxx cents (\$XX.XX) per hour if Contractor or its employees are required to work overtime hours in addition to the service hours as described above in section 1.
- b) All additional services shall be quoted to City by Contractor at City's request.
- c) All Contractor fees shall be billed to City monthly by the 30th of the month for services performed that month.
- d) City shall pay Contractor for amounts billed in accordance with this agreement by the 20th of the month for which Contractor is billing for preceding month.

3) RECRUITMENT AND TRAINING EXPENSES.

- a) Contractor agrees to provide City with a Security Officer during service hours as indentified herein.
- b) Each Security Officer assigned to the work location has been recruited and trained at Contractor's expense using methods and training programs developed by Contractor. City shall pay Contractor a rate of fifteen dollars and xxxxxxx xxxx cents per hour (\$XX.XX) for eight (8) hours of training time for each Security Officer who is hired or retained by City as a Security Officer for the purpose of providing security services.
- c) Security Officer must complete the Contract training program including forty (40) hours of pre-site classroom training. Classroom training shall consist of instruction on basic preparedness, life safety, legalities, professional communications, physical security, and interpersonal relations.
- d) Security Officer must additionally complete eight (8) hours of on site training.

4) CONTRACTOR EXPERIENCE AND OTHER REQUIREMENTS:

- a) Contractor has a minimum of three (3) years experience in providing Unarmed Security Officers in Public Service Agencies such as Transit Centers, Bus Stations, Airports, or other such public facilities.
- b) Contractor shall conduct a complete background investigation of all persons assigned to provide security services under this contract and shall provide that information to City prior to the start of any work. All costs related to the background investigations shall be the responsibility of the Contractor.
- c) Contractor shall insure that all Security Officers are on time, alert, and capable of performing their assigned duties. If the assigned officer does not report on time the Contractor is required to send a replacement officer within one hour of receiving notice unless another arrangement has been made with the site specific designated City representative.
- d) Contractor shall be responsible for furnishing all labor, uniforms, flashlights, batteries, other related equipment, supervision, and training.

5) SECURITY OFFICER EMPLOYMENT QUALIFICATIONS

- a) Contractor agrees to only consider applicants for Security Officer positions who meet the following requirements:
 - Must be a U.S. citizen, or a legal alien possessing appropriate work permit or visa.
 - Must be fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable.
 - Must possess a high school diploma or equivalent.
 - Must be in good health, emotionally stable, mentally alert and able to perform job responsibilities.
 - Must possess a valid driver's license.
 - Must be trained and licensed (where applicable) in accordance with state requirements.
 - Must have a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others.

Unarmed Transit Center Security Officer/Guard Services

- Must have been honorably discharged if served in a branch of the military service. Must not have been terminated from any previous employment for other than honorable circumstances, unless extenuating circumstances can be demonstrated.
- Must have access to reliable transportation.
- Must be able to work flexible schedules.
- Must possess basic computer skills and/or security system knowledge as required by position.
- Must be able to operate radio or telephone equipment and/or console monitors.
- Must have former experience in one of the following industry areas:
 - (1) Military
 - (2) Corrections
 - (3) Law Enforcement
 - (4) Government Agent

6) WORK LOCATION:

- a) Grand River Station Transit Center located at 314 Jay Street, City of La Crosse, La Crosse County, Wisconsin, 54601 which is properly referenced on attached map **Exhibit A**.

7) GENERAL OFFICER DUTIES:

- a) Security Officer will occupy information/security desk located in the northern corridor of Transit Center directly past the security gate. While on duty Security Officer will assist customers and help with any inquiries or questions said customers may have. Security Officer will provide security and receptionist duties and act as the 'first contact' that both employees and visitors see when entering the facility and provide a pleasant first impression.
- b) Report to their assigned work site on time and in the uniform according to the standards established herein.
- c) Provide direction, information, customer service, on all bus routes, ticketing, and any other activity within the Transit Center.
- d) Must be able to maneuver stairs and other physically demanding terrain at the site as part of regular duties. Security Officers must make hourly building rounds/tours as assigned by the supervisor.

- e) Periodically make random rounds of the Transit Center. Continually change pattern for making rounds, unless directed otherwise.
- f) Assist in serving as crowd monitor for the Transit Center. Offer assistance to employees and visitors entering and leaving the facility.
- g) Assist in the response to activated door alarms or other emergency situations when notified by proper indicators. Assist with medical incidents and or provide medical assistance thru the use of First Aid, CPR, or AED.
- h) Take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force.
- i) Report any irregular functioning equipment to City by notifying City of La Crosse Municipal Transit Utility personnel, and document it on the daily officers' report. Immediately report any breaches of security procedures, unauthorized access or unusual or suspicious activity to the Transit Center.
- j) Check the site for vandalism, vehicular damage, illegal dumping, illegal entry, as well as any other illegal activity and properly document it in the daily officer's report.
- k) Complete and maintain a daily log of activity/incidents and submit to MTU Operations Manager on a daily basis. Record all property damage discovered on rounds and properly document it in the officer's daily report.
- l) Report any out of the ordinary or unusual situations.
- m) Perform other related duties as may be assigned by City's designated site representative.
- n) Call the Police for ordinance and criminal violations, if any.
- o) Assist persons who become ill and call for emergency help.
- p) Provide guidance and direction during any security, medical, weather, or other incidents that may affect the function of the Transit Center.
- q) Provide escorts if/when money is picked up on site.
- r) Investigate thefts and fill out the necessary reports.
- s) Watch for persons who are damaging or stealing City property and report that to the Police.

- t) Be willing to perform all duties in unfavorable work and weather conditions.
- u) Continually offer proactive solutions to any security changes in technology or environment.
- v) Perform any other duties or responsibilities deemed appropriate by Contractor Management or MTU Management.
- w) Upon closing down the Transit Center at night, Security Officers will periodically check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water, locked doors, windows, coffee pots left on, etc. All lights are to be turned off when leaving the area. Perform other reasonable duties as requested at the various sites shall also be conducted.
- x) Fitness for Duty Requirement:
 - If relief officer shows up in a condition unfit for duty, including, without limitations, sick, has been drinking, is out of uniform, brought another person with them, the officer on duty shall:
 - (1) Remain at their post.
 - (2) Notify their supervisor immediately.
 - (3) Stay at their post until their supervisor or a qualified replacement officer relieves them.

8) SUPERVISION

- a) Contractor shall designate an Account Manager to provide administration and operational direction of the security force in carrying out the provisions of the Transit Center security plan. The Account Manager will be responsible for the performance of the security personnel.
- b) Contractor shall be required to provide daily written officer activity reports. These reports shall include all activities performed by the officer during a shift along with any unusual non-emergency information. In the event of an accident or incident, a security incident report shall be filled out immediately after appropriate action has been taken. Incident reports should be detailed and submitted before the end of a shift. Account Manager shall complete and submit a detailed supervisor's report of inspection. All report forms shall be provided by the Contractor at their expense.
- c) Account Manager will carry on all liaisons between City and supervision to insure City satisfaction. The Account Manager is directly responsible to the MTU for all of the activities set forth in this Agreement. The Account Manager

will make monthly or more frequent inspections of the entire Transit Center. The Account Manager will review and maintain all security records/reports to assure accuracy and completeness.

- d) Copies of all inspections shall be provided to City.
- e) Contractor shall provide City with contact numbers for all supervisors.

9) UNIFORM/APPAREL

- a) Contractor shall ensure all employees are in uniform and are in a presentable manner. Security Officers on duty must display a valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements. Uniform shall consist of an unarmed military style uniform provided by Contractor.

10) COMPLIANCE WITH SECURITY PROTOCOL

- a) Contractor agrees to comply with the City's and MTU's policies that are emailed or posted at the job site.
- b) All Contractor employees are required to have current and valid security credentials when on duty.

11) EVENTS OF DEFAULT

Events Permitting Termination of Agreement by Contractor

- a. Contractor may terminate this Agreement and all of its future obligations hereunder at any time that Contractor is not in default in its obligations to City hereunder, by giving the MTU Manager ninety (90) days advance written notice if
 - i. City is in default of any material provision of this Agreement or:
 - ii. If new State or Federal laws change or existing State or Federal laws, or material changes in Contractor costs require Contractor to expend additional funds during the term of this Agreement thereby creating a hardship Contractor may request an increase in fees by providing City sixty (60) days advanced written notice of such increase. If City does not agree to such fee increase, Agreement shall be terminated ninety (90) days from such a denial.
 - i. Contract rate cannot be altered during 1st year of Contract.

ii. Contractor shall provide documentation acceptable to City showing hardship upon request from City.

b. Contractor termination shall not be effective unless and until at least ninety (90) days have elapsed after written notice to City specifying the date upon which such termination shall take effect and the reason for such termination. City may cure the cause of such termination within said ninety (90) day period, or such longer time as the parties may agree thereto.

12) NOTICES TO CONTRACTOR

a) Contracting part shall identify in writing and provide to City before the execution of this Agreement the contact person and address for notices under this Agreement.

b) Unless otherwise identified Contractor shall be given proper notice at the following address:

- XXXXXX XXX XXXXXXXX.
 XXX XXXXXX XXXX
 XXXXX XX
 XXXXXXXXXXX, Xx XXXXX

13) STANDARD TERMS AND CONDITIONS

a) The City's Standard Terms and Conditions as attached herein as **Exhibit B** are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first written above.

XXXXX XXXXXX XXXXXXXX (XXX), Xxx.

(Contractor):

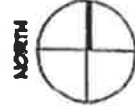
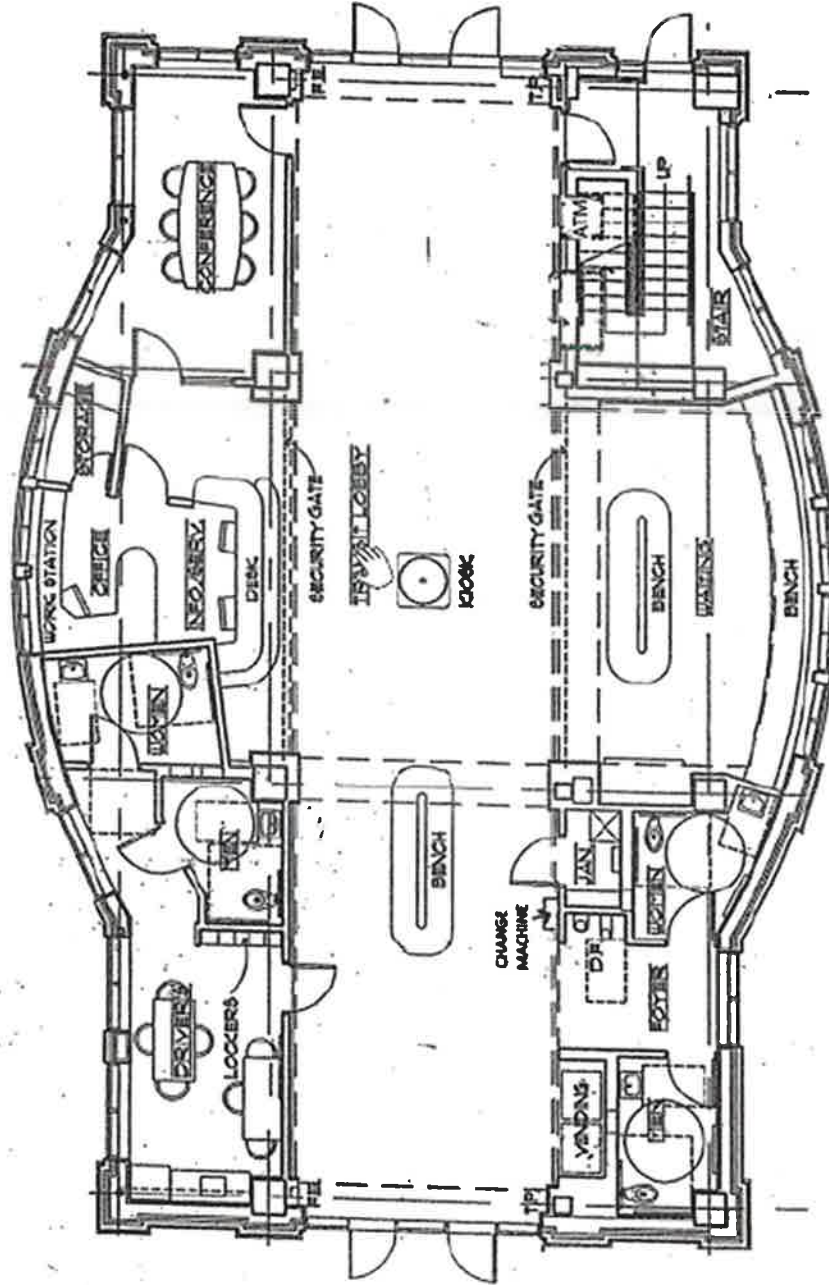
LA CROSSE MUNICIPAL
TRANSIT UTILITY BOARD CHAIRMAIN
(City):

Xxxxx XXXXXXXX, General Manager
Crosse

Mitch Reynolds, Mayor City of La

Exhibit A

GRAND RIVER STATION
314 JAY STREET



TRANSIT STATION PLAN
SCALE: 1/8" = 1'-0"

Exhibit B STANDARD TERMS AND CONDITIONS (Service Contracts)**STANDARD TERMS AND CONDITIONS (Service Contracts)**

(06.21.19)

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 document titled "Standard Terms and Conditions (Service Contracts)" 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 in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services
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, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.
4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a 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. The scope of services to be performed shall include, 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. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.
6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences 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, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier 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. If payment is by lump sum, then only the percent complete will be invoiced. 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. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.
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 its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, 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, both as determined by La Crosse in its sole discretion, 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. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been 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 the Contracting Party's intentional misconduct or negligent performance of this Agreement, 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. Use of incomplete or unfinished work is at the sole risk of La Crosse.
9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party 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 performed and accepted by La Crosse 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 other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. **DELAYS.** If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. 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. **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.

13. **INSURANCE.** Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. **Umbrella Liability.** Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officials, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

Unarmed Transit Center Security Officer/Guard Services

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) 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. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **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, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

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. Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, 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 a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a 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. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

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 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.

Unarmed Transit Center Security Officer/Guard Services

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

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. 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 modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. 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. If such delays cause additional cost, Contracting Party shall be reimbursed.

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. Intentionally omitted.

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 the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

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. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from 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

Unarmed Transit Center Security Officer/Guard Services

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 applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible 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.

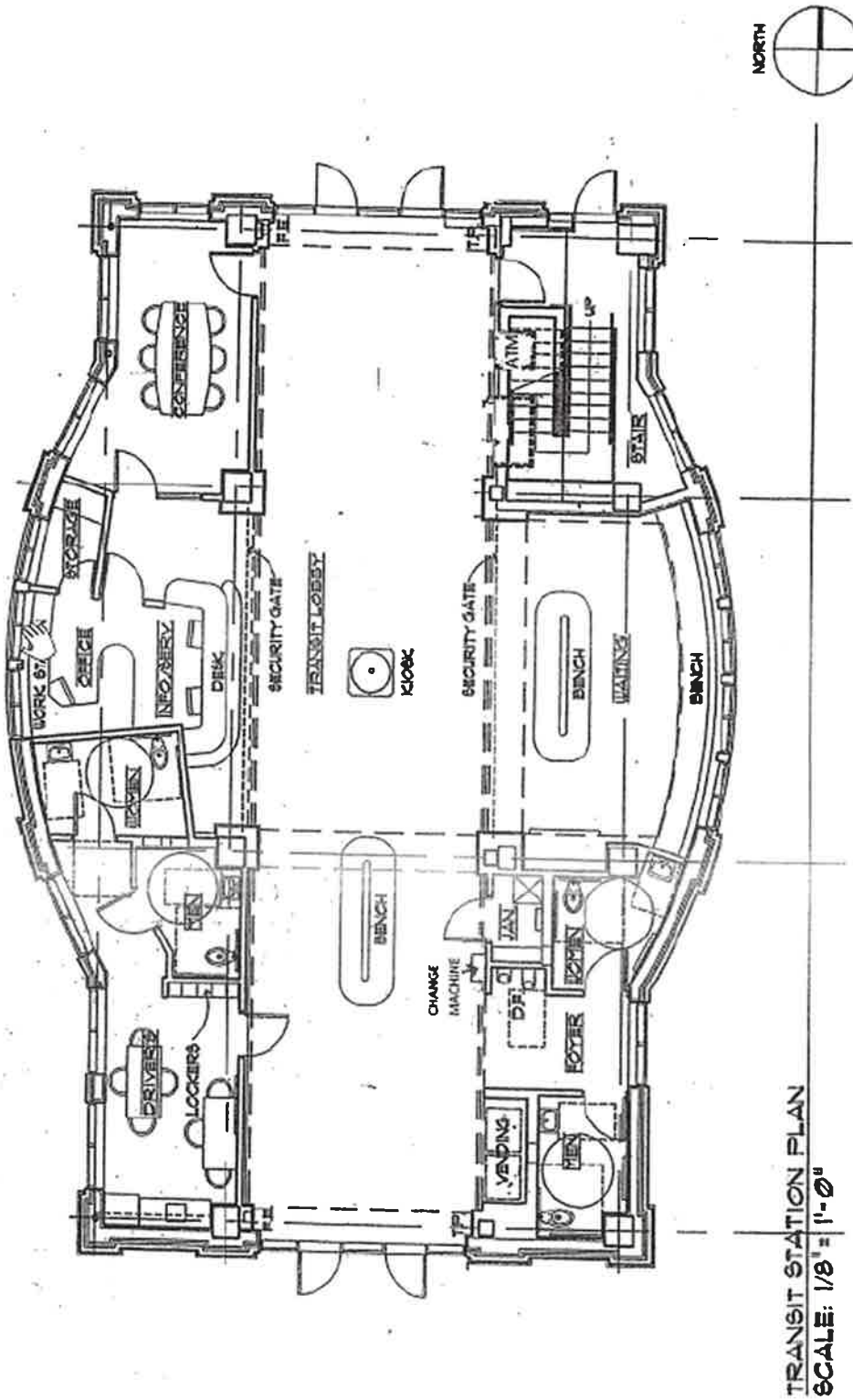
46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

Revised:
06.21.19

APPENDIX 4 WORK LOCATION MAP

**GRAND RIVER STATION
314 JAY STREET**



**TRANSIT STATION PLAN
SCALE: 1/8" = 1'-0"**