



**Request for Quotes for
Omni Center Expansion Concepts**

June 11th, 2024

1. Description of Service Requested by City of Onalaska

The City of Onalaska requests proposals from architectural firms to provide potential expansion options for the Onalaska Omni Center located at 255 Riders Club Road, Onalaska WI 54650.

The City of Onalaska reserves the right to select any firm/proposal that it deems to be in the best interest of the City. Cost is one of the several evaluation criteria; the City may choose not to select the proposal with the lowest cost. The project has been budgeted for and is totally funded by the City of Onalaska. No reimbursement will be made for costs incurred during the preparation of the proposal.

2. Background Information

The Onalaska Parks and Recreation Department operates the Omni Center. The Omni Center is a 55,000 square foot multipurpose event space that offers year-round opportunities for all to enjoy. The original arena portion of the Omni Center was constructed in the early 1990's, which included front offices, 28,000 square foot hockey Arena #1; concession stand, locker rooms, two banquet rooms, and open-air shelter. In the early 2010's the Omni Center completed the addition of Arena 2, additional locker rooms, two additional meeting rooms, and a small pro shop. In the recent years, the Omni Center has transformed into a more year round facility focusing on other sports as well as trade shows and events, in addition to hockey and ice sports

The City has budgeted \$25,000 for consulting services for this project.

3. Plan Work Tasks/Objectives

- a. Evaluate the current facility's uses, needs, opportunities and challenges and identify opportunities for potential expansion for both ice and dry floor space to meet the communities and City's needs. Determine how an expansion could positively affect the City of Onalaska and greater Coulee Region.
- b. Develop concept plans for staff, stakeholders and public to review on potential facility additions and expansions.
- c. Identify potential funding sources for the City to engage with to complete the concept plans.

4. Other Project Requirements/Information

- a. Conduct an initial project start up meeting to identify needs, project schedule, and gather information/data.
- b. Bi-weekly progress updates (on-line or in-person) to City staff during start up and active phase with a minimum of one progress meeting per month.
- c. Coordinate information/data collection from City staff, facility users, and partners.
- d. Conduct a minimum of two meetings with the Parks, Recreation and Library Board to gather input, provide draft recommendations and present a final report.
- e. Prepare an electronic draft to be sent to Director of Parks and Recreation.
- f. Finalize concepts report based on all input received.

- g. Provide one electronic copy in PDF format, including mapping, and 5 colored copies for the final report.
- h. Present the final report/recommendation to the Parks and Recreation Board.

5. Schedule of anticipated dates for events and deadlines

RFP Issued	June 11, 2024
RFP Deadline	July 11, 2024 by 11:00 AM
Parks and Recreation Approval	July 22, 2024
Common Council Approval	August 13, 2024

6. Elements of Proposal

- a. **Statement of Qualifications:** applying consultants must have experience with similar facility planning and expansions. Include a description of your firm identifying your size, location, staffing level, longevity, similar project history, etc. – **15 points**
- b. **Team Experience and Capabilities:** identify specific personnel that will be assigned to the project and the number of hours each will spend on the project. The list shall be organized to show personnel and time commitments in relation to the activities outlined in the scope of service. Please provide resumes for all staff and identify the individual(s) that will serve as the main contact for assignments, billing and general project administration. If you intend to utilize any subcontractors, please specify what work will be done by subcontractors and provide appropriate references showing relevant experience for the subcontractors– **25 points**
- c. **References:** please provide the City of Onalaska with three (3) references where similar projects (expansion of a facility) have been completed in the last three years. Preference for references that are Government or School District projects. Examples of these projects will be beneficial. – **25 points**
- d. **Scope of Service/Objectives:** Describe how services will be provided. Include a detailed listing and description of proposed tasks and deliverables with costs assigned to each and deliverables broken down by staff time and duties. Provide a summary of the proposed approach to the project as well as a detailed description of the proposed methodologies to be used to provide the requested services and deliverables, including a timeline for project completion. – **35 points**
- e. **Cost of Service:** Indicate proposed cost of service including how the cost were determined based on rates, direct costs and a list of charges per classification of employee. Proposed cost of services shall include a detail budget categorizing expenses by type of service relevant to the scope of work. Please also provide an estimated fee and billing rate schedule including: fee estimate for the project based on the understanding of the project and service itemized according to the project phases and type of service, hourly rate schedule for all assigned personnel, and reimbursable expenses estimated. Provide a “cost not to exceed” figure for the project.

7. Submission of Proposals

- a. **Deadline:** Proposals must be delivered to the Onalaska Parks and Recreation Office, 415 Main Street, Onalaska, WI 54650 before 11:00 am on July 11, 2024 and clearly marked RFQ Onalaska

Omni Center Expansion. This City will not be liable for any costs incurred by the proposer in responding to this RFQ or participating in the RFQ process. There will be no public opening of these quotes.

- b. **Submission of Proposal:** Electronic submittals may be sent to dwick@onalaskawi.gov with the subject RFQ Onalaska Omni Center Expansion. Responses should include two separate .pdf documents, the first document should include elements a – e and the second document should include the cost sheet. Late submittals will not be accepted. Paper submittals will also be accepted. If providing paper submissions, please include an original and three copies of the two sets of documents as outlined above. Envelopes are to bear the following information:

Address: Onalaska Parks and Recreation Department
Attention: Daniel D. Wick
415 Main Street
Onalaska, WI 54650

It is neither the City's responsibility nor practice to acknowledge receipt of any proposal. It is the sender's responsibility to ensure that a proposal is received in a timely manner. City staff will evaluate proposals from immediately after the deadline up to the Onalaska Parks and Recreation Board meeting on July 22, 2024.

- c. **Acceptance and Rejection:** The City of Onalaska reserves the right to reject unqualified or non-conforming proposals, to reject all proposals, to accept the proposal most advantageous to the City, to waive any technicality in any bid/proposal submitted or to select the most qualified proposal and negotiate a contract. The City of Onalaska is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the City. The City of Onalaska reserves the right to re-issue any requests for quotes/proposals.

8. Evaluation Procedure and Selection of Firm

- a. The City will select the most qualified firm and will execute a contract with the selected firm. If the City and the selected firm are unable to reach an agreement on the scope of service and/or compensation, the City will terminate discussions and begin negotiations with the second-ranked firm. The City reserves the right to reject any or all proposals.
- b. The City's standard contract is attached hereto and shall be incorporated along with this RFP into the final contract for services. Before signing a contract with the successful Consultant, the City of Onalaska requires satisfactory proof that the Consultant has adequate ongoing insurance coverage for the work to be performed under the contract.

9. Miscellaneous Terms

- a. **Clarification of Proposals:** The City of Onalaska reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.
- b. **Modifications:** The City of Onalaska reserves the right to modify or issue amendments to this RFQ. If questions result in the modifications of this RFQ, the written modifications will be distributed to known proposers, or anyone who has indicated an interest in writing a proposal.
- c. **Disqualification:** The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
- d. **Questions:** Questions about this RFQ should be directed to: Daniel D. Wick, Parks and Recreation Director, Onalaska Parks and Recreation Department, 415 Main Street, Onalaska, WI 54650, phone: 608-781-9560 ext. 5.
- e. **Public Records Access Statement:** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this RFP and corresponding contract are subject to and conditioned on the provisions of Wis. Stat. 19.21, et. seq. The Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement, and that the selected auditor must defend and hold the City harmless from liability under that law. Except as otherwise stated, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
- f. **Assignment Language:** No right or duty in whole or in part of the Consultant under this Contract may be assigned or delegated without the prior written consent of the City of Onalaska.
- g. **Applicable Law and Compliance:** The validity, interpretation, performance, and enforcement of any Contract will be governed by the laws of the State of Wisconsin and any action arising out of or related to this Agreement shall be handled in La Crosse County Circuit Court. Consultant shall, at all times, comply with and observe all federal and state laws, local laws, ordinance and regulations which are in effect during the period of this Contract and which, in any manner, affect the work or its conduct.
- h. **Nondiscrimination/Affirmative Action:** In connection with the performance of work under this contract, the consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. State. 111.32(13m) or national origin.
- i. **Cancellation:** The City of Onalaska reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the consultant to comply with terms, conditions and specification of this contract.
- j. **Proprietary Information:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is the consultant's responsibility to defend the determination in the event of an appeal or litigation.

- k. **Independent Capacity of Consultant:** The parties hereto agree that the consultant, its officers, agents and employees, in the performance of this Agreement shall act in the capacity of independent contractor and not as an officer, employee or agent of the City of Onalaska. The Consultant agrees to take such steps as may be necessary to ensure that each subcontractor of the Consultant will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant or joint venture or partner of the City of Onalaska.

10. Withdrawal of Proposal

Proposals may be withdrawn by the proposer provided a written request is in the hand of the Parks and Recreation Director before the proposal opening date and time has passed. Any proposal withdrawn will be returned, unopened, to the proposer after the opening process has been completed.

**CITY OF ONALASKA
STANDARD SERVICES AGREEMENT**

This Agreement (with Exhibits, the "Contract") is entered into this ____ day of _____, _____, by and between the City of Onalaska (hereinafter "City"), and _____, (hereinafter "Service Provider"), with an address of _____.

WHEREAS, the City issued a Request for Proposal ("RFP") for _____ services (the "Services"); and

WHEREAS, Service Provider responded to the RFP pursuant to the proposal attached hereto as Exhibit A and incorporated herewith (the "Proposal"); and

WHEREAS, the City has selected Service Provider to provide the Services pursuant to the RFP.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The City agrees to retain Service Provider to provide the Services to the City pursuant to the terms set forth in the Proposal except for _____. The Services described in the RFP and in this Contract are collectively (the "Service Provider Obligations").
2. Service Provider shall perform the Service Provider Obligations in a commercially reasonable and timely manner.
3. Service Provider shall deliver all reports required by the Service Provider Obligations in a commercially reasonable timeframe.
4. Service Provider shall provide any reasonable additional services to the City at Service Provider's customary rate for services.
5. The City agrees to pay Service Provider on the basis set forth in the RFP. No reimbursement or payments for travel and lodging shall be in excess of the allowable IRS regulations for travel and lodging in La Crosse County, Wisconsin or shall be made without prior written authorization from the City.
6. Service Provider shall maintain all information regarding City property in a format accessible by City and shall supply the City with all software and licenses to access such information. Service Provider shall reasonably cooperate with the City in responding to any Wisconsin Public Records requests.

7. Service Provider shall, at its sole expense, maintain in effect at all times during the term of this Contract, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
 - I. Commercial General Liability – REA shall provide and maintain a commercial general liability with the following limits:
 - a. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage.
 - b. Umbrella Liability – Two million dollars (\$2,000,000) following form excess of the primary General Liability and Automobile Liability. Coverage is to duplicate the requirements as set forth herein.
 - II. Required Provisions – The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - b. For any claims related to this project, Service Provider’s insurance shall be primary insurance as respects to the city of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained employees, or authorized representatives or volunteers shall not contribute to it.
 - c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Onalaska, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
 - d. Service Provider’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.
 - e. Each insurance policy required by this Contract shall state, or be endorsed to state, that coverage shall not be canceled by the

insurance carrier or Service Provider, except after thirty (30) day (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Onalaska, or upon termination of this Contract for inspection services.

- f. Such liability insurance shall indemnify the City of Onalaska, 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 Service Provider for damages on account of such bodily injury (including death), property damage and personal injury.
 - g. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Onalaska, and shall have a minimum A.M. Best's rating of B.
- III. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City of Onalaska. At the option of the City of Onalaska, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- IV. Evidences of Insurance – Prior to execution of this Contract, Service Provider shall file with the City of Onalaska a certificate of insurance (accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Contract. 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.
8. Service Provider, and its agents, employer, and employees shall defend, indemnify and hold the City of Onalaska harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Onalaska arising from the actions of Service Provider, including, but not limited to, court costs, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Onalaska. The City may require Service Provider to assume and take over the defense of the City of Onalaska for any such claim, demand, suit or cause of action, upon timely notice and demand for same by the City. Service Provider, its agents, employer and employees shall defend, indemnify and hold the City of Onalaska and harmless against all judgments resulting from any legal actions, suits, claims or demands against the City of Onalaska related to the acts of Service Provider.
9. The parties intend that any dispute or controversy arising out of or relating to the Contract, be resolved informally, if possible, through good faith negotiation. Therefore, in the event of a dispute or controversy, the parties shall promptly

notify each other, in writing, of the specifics of such dispute or controversy and arrange to meet in an attempt to reach a resolution of the dispute or controversy.

10. The terms of this Contract shall run from the date of this Contract through completion of the Service Provider Obligations.
11. Service Provider acknowledges that Service Provider is an independent contractor and not an employee of the City
12. Service Provider shall not assign this Contract to any other person, firm or business, without the prior written approval of the City, it being the express intention of the parties that all services to be performed shall only be performed by Service Provider.
13. This Contract may not be modified except in writing signed by both parties.
14. The parties signing this Contract represent that they do so with full authority.

IN WITNESS WHEREOF, Service Provider has caused this Contract to be executed by its President and the City by its Mayor and City Clerk the day and year first above written.

CITY OF ONALASKA

SERVICES PROVIDER

By: _____
Name: Kim Smith
Title: Mayor

By: _____
Name:
Title:

By: _____
Name: JoAnn Marcon
Title: Clerk

Approved as to content, form and execution, this ___ day of _____, ____.

_____, City Attorney