

Request for Proposals
for
Installation of Foul Line Protective Barrier

Village of Poynette
Columbia County
Wisconsin
106 South Main Street
PO Box 95
Poynette, Wisconsin 53955

April 2023

Description of Entity

The Village of Poynette, Wisconsin (Village) is in southwestern Columbia County. The Village's proximity to the Madison metro area and good transportation access provides an opportunity for people to live in a small village while being able to commute easily to the Madison area for work, shopping, or entertainment.

Residents enjoy a "small-town" atmosphere of quiet neighborhoods, natural areas, local businesses, job opportunities, and historic downtown. The Village is also nestled in a spectacular rural landscape surrounded by rolling hills, woods, creeks, and agricultural lands.

The Village operates under the President/Trustee form of government. The Village Board appoints a Village Administrator to serve at its pleasure to oversee the day-to-day operations and Village staff. The President is elected to serve a two-year term. The six trustees serve at large and serve staggered two-year terms.

Poynette provides a full range of services typical of municipal governments, including general government and related internal support services, police protection, emergency management, public works activities such as street and sidewalk maintenance, forestry and yard waste services, water utility, sewer utility, stormwater utility, solid waste utility for contracted garbage and recycling pickup, parks, and recreation activities, and community development activities including planning, zoning, and economic development. The Village is a partner in an intergovernmental agreement with neighboring towns for fire and emergency medical services.

Purpose of Request

The Village is requesting proposals for the installation of a Foul Line Protective Barrier along the foul line fencing and backstop of the rear baseball diamond at Pauquette Park.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the Recreation and Community Engagement Director, Shamus O'Reilly, via e-mail at SOReilly@poynette-wi.gov and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for the proposal at this time.

The Village prohibits communication initiated by the respondent to any Village official, any representative from another entity, or any employee evaluating or considering the proposals, prior to the time a decision has been made.

Time Schedule

The Village intends to use the following timetable for the evaluation and selection of a contractor:

May 5, 2023	Publish request for proposal
May 19, 2023	Deadline for submission of questions from companies
May 29, 2023	Deadline for receipt of proposals by the Village
Week of June 5, 2023	Interview finalists (if necessary)
June 12, 2023	Village Board award contract to selected Company

NO RESPONSES WILL BE ACCEPTED AFTER 11:00 AM ON MAY 29, 2023

Instructions to Companies

1. All responses must be in a PDF file and emailed to:

Shamus O'Reilly, Director of Parks, Recreation, and Community Engagement
soreilly@poynette-wi.gov

2. All emailed proposals must have the subject line: Protective Barrier Proposal. **All proposals must be received by 11:00 AM on May 29, 2021. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.
3. All attachments, additional pages, addenda, or explanations supplied by the Company with this proposal will be considered as part of the proposal response. If an oral presentation or interview is required of selected finalists, it shall be at the respondent's expense. An award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.
4. The Village will notify the company selected by June 13, 2023. If interviews are required prior to selection, your company will be notified by May 31, 2023.
5. This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Poynette to do so. The Village may require the Company selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
6. No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.
7. Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Village of Poynette's website: www.poynette-wi.gov.

It is the responsibility of the prospective company to check this website for any future amendments, questions, revisions, etc., prior to the opening date. **All amendments must be acknowledged in the transmittal letter.** Failure to do so may result in your response being rejected.

By Company: Proposals may only be amended after receipt by the Village by submitting a later-dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.
8. A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non-responsive. The Village reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to taking a determination of responsiveness.
9. Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for the opening of proposals.

Scope of Project and Other Services

The project consists of the following:

- All necessary site preparations and permitting.
- Purchasing all necessary materials required to complete the project.
- Installation of safety barriers along both foul-line fences.
- The safety barriers should be 20 feet tall and should run the complete length of the foul-line fence (80 feet long). (See Appendix C)
- The safety barriers should not impede the ability of other park patrons to use the walking path in the park after installation.
- Barriers may be attached to the existing foul line fence, pending Village Engineer approval.
- Site restoration after the completion of the project to the condition it was before the project began.

Other/Related Services:

- Provide project status updates to Village of Poynette staff until the completion of the project.
- Compile a comprehensive list of materials as well as detailed product information and provide said materials to the Village of Poynette for record keeping and warranty purposes.

Pertinent Information for Responders

The Village Board wishes to consider proposals for the installation of a protective barrier along the foul line fence at the youth baseball field at Pauquette Park to prevent potential foul balls from striking other park patrons.

The Company will:

1. Attend meetings of the Village Board as may be required.
2. Provide an electronic PDF version of all reports and (4) hard copies.
3. The work completion schedule includes the following deadlines for the project:

Plans and Permits Filed and Approved	Prior to the end of June
Begin Work	Beginning of July
Installation and Site Restoration Completed	Late July/Early August
Project Summary and Related Documents Submitted to Village Staff	End of September

Other information of interest that may be helpful in compiling a response to this request is as follows:

1. Appendix A contains information regarding the current funds of the Village.
2. The primary contact during the project will be the Village Recreation and Community Engagement Director. Other Village staff will be available to provide information and explanations as required. Appendix B contains a copy of the organizational chart for the Village.
3. Should the project require additional work the Village will negotiate fees with the Company based on the necessity of the additional work or materials.

General Terms and Conditions of Contract

The following terms and conditions will generally be required in a contract, pending final negotiations with the selected company:

Insurance

All proposals must include either a description of the Company's insurance or a certificate of insurance outlining the Company's insurance policies which evidence a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof. The successful Company shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to the execution of the written contract, the successful Company shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon

request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Company shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the Village of Poynette.

Applicable Law

Any lawsuits related to or arising out of disputes under the agreement shall be commenced and tried in the Circuit Court of Columbia County, Wisconsin, and the Village and successful Company shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under the agreement, the Company agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the Company without the written consent of the Village.

Independent Contractor Status

The Company agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create a relationship of employer and employee between the parties.

Amendments to Contract

The contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Company agrees to indemnify, hold harmless, and defend the Village, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Company, its employees, agents or subcontractors.

Contract Period

The term of any contract period shall begin at the acceptance of the proposal by both the Company and the Village Board. The contract shall continue until the project is completed to the satisfaction of the Village Board.

Termination of Contract for Cause

If through any cause, the Company shall fail to fulfill in a timely and proper manner the obligations under the contract, or if the Company shall violate any of the covenants, agreements, or stipulations of the contract, the Village shall thereupon have the right to terminate the contract by giving written notice to the Company specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services rendered by the Company under the contract shall, at the option of the Village, become the property of the Village of Poynette.

Notwithstanding the above, the Company shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the Company, and the Village may withhold any payments to the Company for the purpose of setting off until such time as the exact amount of damages due to the Village from the Company is determined.

Auditor Access

All parties contracting with the Village, shall upon request, provide access to and furnish the Village auditors with the requested information, records, and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment, and facilities within their custody.

Technical Proposal Requirements and Proposal Format

For the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format.

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessary elaborate brochures, artwork, or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

Title Page

The proposal should identify the subject, the name of the Company, address, telephone number, fax number, e-mail address, name and title of the contact person, and the date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Company; their title, address, telephone number, fax number, and e-mail address if different from the individual who signs the transmittal letter.

Certification of License to Practice in Wisconsin

Company must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Company must also affirm that they do not have a history of substandard work.

Section A. Profile of the Company

This section should include information on:

1. The type of organization and size of the Company.
2. The location of the office from which the work is to be overseen.
3. The length of time the Company has been in existence, as well as the number of successfully completed projects for local government.

Section B. Company's Qualifications

This section should include the following:

1. Description of the Company's recent experience with local government projects similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers, and e-mail addresses of key client staff members.
2. A description of the company's quality control procedures and project review process.
3. Any other information relevant to the Company's qualifications for the proposed engagement.
4. The Company shall provide information on the circumstances and status of any disciplinary action taken or pending against the Company during the past three years with State, Local, or Federal regulatory bodies or professional organizations.

Section C. Company's Approach to the Project

1. An outline of the work plan for the project, including the following:
 - a. A description of the basics of the project.
 - b. Use of technical specialists.
 - c. Organization of the project team and approximate percentage of time spent on the project.
 - d. Typical assistance expected from government staff.
 - e. Tentative schedule for completing the project within the time required
2. An outline of the estimated hours for each phase of the project.

Cost Proposal

The dollar cost proposal should be prepared in the following format:

1. Complete breakdown of material costs.
2. Labor costs broken down into the phases of the project.
3. Costs associated with site restoration including:
 - a. Labor
 - b. Materials

Evaluation of Proposals

The following factors will be considered in evaluating the proposals:

1	Completeness of proposal, including scope, approach, and detailed work plan.	0-20 Points
2	Company Experience in similar projects with local governmental units including references.	0-30 Points
3	Qualifications of staff members (education, positions, years, and type of experience)	0-30 Points
4	Cost	0-20 Points
	Maximum Total Points	100 Points

Other Considerations

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of Company, ability to render satisfactory service, and past performance will be considered in determining status as a responsible Company. The Village reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

Construction Service Contract

If your proposal is accepted, a final contract will be negotiated based on the Company's design and price proposals, and any other written offers/clarifications made by the Company and accepted by the Village, will be incorporated into a contract between the Village and the Company, it shall contain all the terms and conditions agreed on by the parties, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Company has carefully investigated all conditions, has full knowledge of the scope, nature, and quality of work required, and is familiar with all applicable State, Federal, and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully executed contract to the Company. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful Company. The contract may be amended only by written agreement between the Company and the Village of Poynette.

Major Governmental Funds

General Fund

Debt Service Fund

Capital Projects Fund

Major Enterprise Funds

Water Utility

Sewer Utility

Stormwater Utility

Non-Major Enterprise Fund

Solid Waste Utility

Non-Major Governmental Funds

Special Revenue Funds:

Library Fund

Impact Fund

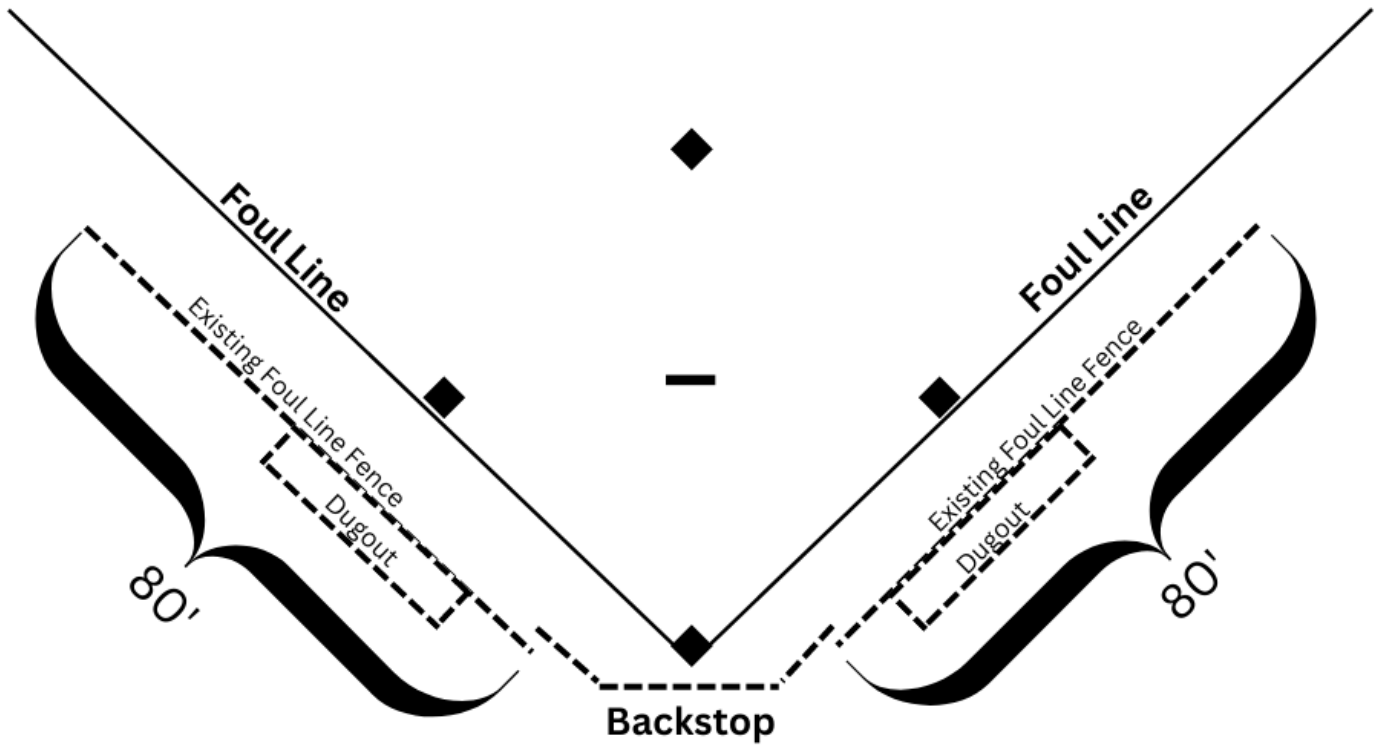
Fiduciary Funds

Custodial Fund

1. The Village of Poynette is a member of the Eastern Columbia County Joint Municipal Court, an intergovernmental entity comprised of member municipalities, created pursuant to Chapter 755 Wisconsin Statutes. The municipal judge is elected by the resident electors of the member governments.
 2. The Village of Poynette is a member of the Eastern Columbia County Joint Municipal Court, an intergovernmental entity comprised of member municipalities, created pursuant to Chapter 755 Wisconsin Statutes. The Village of Poynette selects one committee member appointed by the Village President and confirmed by the Board of Trustees.
 3. The Poynette Dekorra Joint Fire District is an intergovernmental entity created by the Village of Poynette, Town of Dekorra, and Town of Lowville. The Village of Poynette appoints three members of the District's Commission, which governs the District.
 4. The Library Board is organized under Chapter 43 of Wisconsin State Statutes. The Village Board appoints 1 member of the Village Board of Trustees to the Library Board. Library employees receive Village employment benefits.
 5. The Chief of Police reports to and is supervised by the Village Administrator. The Police Discipline Committee governs disciplinary actions of the Chief of Police, Lieutenant, and Police Officers.
- Note: Officers and services contracted by the Village Board include: Village Assessor, Village Attorney, Village Engineer, Building Inspector, custodial services, planning and zoning services, garbage/recycling pickup services, information technology services, and auditing services.

Appendix C

Out Field



1. The existing foul line fence is chain link. It starts at the end of the backstop and ends at the outfield.
2. The foul line fence is approximately 80' in length and 8' tall.
3. There are fenced-in team dugouts attached to both foul line fences.
4. The backstop is approximately 12' in height and is chain link.
5. An additional safety barrier should be installed over the existing backstop.