



Office of the Comptroller
PURCHASING SERVICES
Room 513 City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53703-3346
TEL: 608/266-4521 FAX: 608/266-5948
Website: www.cityofmadison.com/purch.html

REQUEST FOR PROPOSAL
No. 7924-0-2008/MM
CONSULTING SERVICES TO PREPARE
A NORTHSIDE MARKET STUDY

Issue Date: Wednesday, April 2, 2008

Due Date: Wednesday, April 23, 2008, 2:00 PM CST

Return To: City of Madison Purchasing Services
210 Martin Luther King, Jr. Blvd., Room 513
Madison, WI 53703-3346

Notice and Instructions to Bidders

1. Proposals must be received in the above office no later than the due time and date or they will be considered late and will be rejected.
2. Submit **one original** (identify) **plus six** complete copies of your proposal, and one electronic copy (PDF or other compatible format). Include all required information and/or certifications as stated in par. 7, Section A.
3. All proposals must be packaged, sealed and clearly labeled in the lower left hand corner:

Proposer Name and Address
RFP No. 7924-0-2008/MM
TITLE: CONSULTING SERVICES TO PREPARE A NORTHSIDE MARKET STUDY
DUE DATE: April 23, 2008, 2:00 p.m. CST

4. Deliver sealed proposals to:

City of Madison Purchasing Services
Room 513, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3346

5. Late proposals will be rejected.

For questions regarding this request for proposal, contact:

Monette McGuire, Buyer
City of Madison Purchasing Services
Phone: 608-267-4969
Fax: 608-266-5948
Email: mmcguire@cityofmadison.com



TABLE OF CONTENTS

SECTION A: PROPOSAL INFORMATION, TERMS AND CONDITIONS

1. Introduction
2. Calendar of Events
3. Inquiries and Clarification of Specifications
4. Timeline
5. Funding
6. Procuring and Contracting Agency
7. Submittal Format and Requirements
8. Evaluation and Selection
9. Addenda
10. Acceptance/Rejection of Proposals
11. Incurring Costs
12. Proposer Qualifications
13. Designation of Proprietary Information
14. Withdrawal or Revision of Proposals
15. Acceptance of Terms
16. Executed Contract
17. Binding Offer
18. Payment Terms
19. Public Openings
20. Bid Distribution Networks

SECTION B: SCOPE OF SERVICES

1. Background
2. Planning Area Boundaries
3. Project Description
4. Concurrent Planning Activities
5. Public Participation/Process
6. Scope of Services
7. Deliverables

Attachment 1: Map #1

Attachment 2: 1992 Northport-Warner Park CDBG Neighborhood Plan Recommendation Status Report-2007

Attachment 3: Aerial Photos

Attachment 4: Comprehensive Plan Map of Area

FORMS:

Form A	Signature Affidavit Part I: Acknowledgement of Receipt of Forms Part II: Response Submittal Checklist
Form B	Vendor Profile Information
Form C	Bidder References

ATTACHMENTS:

Attachment A: Sample Contract for Purchase of Services Form



SECTION A: PROPOSAL INFORMATION, TERMS and CONDITIONS

1. INTRODUCTION

The City of Madison desires to better understand the market dynamics of the neighborhoods surrounding the Northport Drive, Sherman Avenue, and Packers Avenue commercial corridors. This information will inform the City to make more market-based land use and policy recommendations. This Northside Market Study will provide information regarding the current supply, demand, and configuration of a variety of commercial and residential uses, and will provide guidance regarding future opportunities and constraints within these commercial corridors.

2. CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of actions related to this Request for Proposals (RFP).

DATE	EVENT
Wednesday, April 2, 2008	Date of issue of the RFP
Wednesday, April 9, 2008	Deadline for submission of questions
Monday, April 14, 2008	Questions, and their answers will be e-mailed to the vendor contact and posted on bid distribution networks.
Wednesday, April 23, 2008, 2:00 pm CST	Proposals due from vendors
Wednesday, April 30, 2008	Review of written proposals by RFP Selection Committee
Wednesday, May 7, 2008	Oral Presentation by invited vendors, if needed.
Friday, May 16, 2008	Contract start date

Please Note: These dates are for planning purposes. They represent the City's desired timeline for implementing this project. The timeline may be adjusted, however, as needs and other circumstances dictate.

3. INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before Wednesday, April 9, 2008 to:

Monette McGuire
 City of Madison Purchasing Services
 210 Martin Luther King Jr. Blvd
 Room 513 City County Building
 Madison, WI 53703-3346
 Tel: (608) 267-4969
 FAX: (608) 266-5948
 E-MAIL mmcguire@cityofmadison.com

No telephone questions will be acknowledged. Questions posed to the City will be responded to via email and published on the bid distribution networks indicated below, by Monday, April 14, 2008 or after the City has had the opportunity to formulate responses.

www.demandstar.com
www.vendornet.state.wi.us



Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will also be posted at the websites indicated. Proposers are encouraged to check the website regularly for questions and answers.

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

4. TIMELINE

Work is expected to commence in May 2008 and last approximately two to three (2-3) months, including the final production of the final market study report. All parties must be committed to maintaining this timeline.

5. FUNDING

The total estimated cost of the Northside Market Study is \$15,000.

6. PROCURING AND CONTRACTING AGENCY

- a. This Request for Proposals (RFP) is issued by the City of Madison Purchasing Services Unit, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Monette McGuire, buyer, tel: 608-267-4969, email: mmcguire@cityofmadison.com.
- b. The contract resulting from this RFP will be administered by the City of Madison Department of Planning & Community & Economic Development. The contract administrator will be Mr. Matthew B. Mikolajewski.

7. SUBMITTAL FORMAT AND REQUIREMENTS

a. Proposal Organization and Format

Submit seven complete sets (1 original + 6 printed copies + 1 electronic CD format) of proposals. Proposals should be printed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be organized with headings and subheadings in the order stated in par. C below. Each heading and subheading should be separated by tabs or otherwise clearly marked.

b. General Submittal Information

The response to the RFP should be succinct but comprehensive and shall include suggested approaches related to the Consultant's ability to achieve the City's project objectives and scope of services. The Consultant may propose modifications to the suggested scope of services if it believes it will better achieve the project objectives.



c. Required Submittals

The RFP sections which should be submitted or responded to are:

Required Forms. Blank forms are attached. Definitions and Descriptions of required information are contained in par. 10	
Tab 1	<p><u>General Information and Signatures</u></p> <ul style="list-style-type: none"> • Signature Affidavit - Parts I and II (Form A) • Vendor Profile Sheet (Form B)
Tab 2	<p><u>Vendor Information</u></p> <ul style="list-style-type: none"> • Executive Summary • Qualifications • Experience • Bidder References (Form C) • Disclosure of Contract Failures/Litigations
Tab 3	<p><u>Proposed Information:</u></p> <ul style="list-style-type: none"> ▪ Organization Management Approach ▪ Technical Approach
Tab 4	<p><u>Cost Proposal</u></p> <ul style="list-style-type: none"> ▪ A proposed cost estimate that includes amounts expected to be expended during each phase of the project. This estimate should also include an amount budgeted for printing the advisory report.

d. Definitions of Required Submittals

TAB 1 – General Information and Signatures

RFP Signature Affidavit (Form A, Part I and Part II)

Submit this affidavit as the first page of your proposal. Include the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

Vendor Profile Sheet (Form B)

Provide business identification and contact information required in the form.

TAB 2 – Vendor Information

Executive Summary:



- The Proposer shall include a brief summary that includes the factual, core aspects of basic services offered, experience and qualifications of the Proposer, staff, consultants, subconsultants and/or suppliers, a list of relevant projects in the last five (5) years and the timeliness in which they were completed and any other relevant information.

Qualifications

- Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, and experience in serving governmental entities.
- Identify key staff your company and affiliates to fulfill the contract requirements. Detail who would be contract manager(s) from your company (cannot be from affiliate).
- Resumes of all staff proposed to be involved in this project. This should include the proposed role and estimated amount of time to be spent on this project for each person identified. Include a brief statement of the availability of key assigned personnel of the team.

Experience

- The City will evaluate the experience of the proposer in providing the proposed services. Provide a description of relevant experience, especially in projects of similar size and scope. Be specific and identify projects, dates and results.
- A description of 3-5 market analysis that your firm has been involved in, including a clear statement of your firm's specific role in the process.

References

- Provide a list of organizations and/or clients with whom the proposer has done similar business with in the last 5 years. Include name, address, and phone number of contact person for each. Describe briefly the nature of the project or services provided to each organization listed. If contacted, all references must verify that a high level of satisfaction was provided.
- The procuring agency will determine which, if any, references to contact and/or to visit to assess the quality of work performed, the personnel assigned to the project, and/or see the product in use. The proposer will not be present during any reference check site visits. The results of any reference checks may be provided to the evaluation committee and may be used when scoring the written proposal. (NOTE: Potential subcontractors cannot be references.)
- Form C, References Sheet will be considered your response to this section. Attach extra sheets if necessary. The City of Madison may also utilize other sources of information about the product(s) and/or service(s) proposed by the proposer where these sources are publicly available and are equally available for all competing proposers.

Disclosure of Contract Failures, Litigations

- Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty or liable, or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or subconsultants is or has been involved in within the last three (3) years.

TAB 3 – Proposed Information

Organization Management Approach



- Describe the approach to organization management and the responsibilities of the management and staff personnel that will perform work on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.

Technical Approach

- Submit a work plan that outlines the proposed steps and timeline for completing each of the three phases, and associated tasks, as described in the scope of services.
- Description of the Consultant's proposed approach to the project including the strategy used to achieve the project objectives and the scope of services. Describe the allocation of the project budget by task (time, personnel, etc.). Describe the methods proposed to complete the project. Describe how the work will be completed in an effective, timely, economical and professional manner. The Consultant shall provide a proposed project timeline that indicates the approximate schedule for completing each of the project tasks described in the scope of services.
- Describe how the project will be organized and how the Consultant will coordinate with the City staff.

TAB 4 – Cost Proposal

- Submit a proposed cost estimate that includes amounts expected to be expended during each phase of the project. This estimate should also include an amount budgeted for printing twenty (20) copies, and providing one (1) electronic CD format of the final report.
- The fee submittal shall address the following items:
 1. A proposed lump sum cost
 2. A detailed full service fee proposal outlining the services to be provided under each phase of work as described in the scope of services. Include the basis for the costs for each component of the scope of services.
 3. The value of the work of the Consultant, and all the sub-consultants. Include the respective percentage of sub-consultant's involvement in each phase of work.
 4. Hourly rate schedule by personnel, and the proposed number of hours budgeted for each member of the Consultant firm/team.
 5. Proposed fees will be used as an indication of the level of services to be provided. The City will not select professional services on a low bid basis although the cost of work will be one of the factors considered in selecting a consultant. The City reserves the right to negotiate final fees and scope of services with the selected Consultant, potentially including the final composition of the Consultant team.
 6. The Consultant shall indicate any additional work that it believes is needed and the cost of such work.



8. EVALUATION AND SELECTION

a. Evaluation

The RFP selection process for the project will proceed under the direction of the City's Project Manager in accordance with the following stages:

1. Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFP's submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFP's shall include all required submittals listed in the checklist (Form A - Part II) and shall be signed and dated. In the event that all proposers do not meet one or more of the requirements, the City of Madison reserves the right to continue the evaluation of the proposals that most closely meet the requirements of this RFP.
2. The City's RFP Selection Committee will make the final selection and recommendation following the evaluation of the proposals and interviews with some or all of the Consultants. However, the City may make selection(s) on the basis of the original proposals only, without negotiation or interviews with any proposers. Upon completion of interview(s), if required by the RFP Selection Committee, the Committee will re-evaluate, re-rate and re-rank the remaining proposals in consideration based upon the written documents submitted and any clarifications offered in the interviews.
3. The RFP Selection Committee may request best and final offers from one or more offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked.
4. Proposers may not contact members of the RFP Selection Committee at anytime during the evaluation process, except at the City of Madison Purchasing request.
5. Clarification of Proposals. During the evaluation of proposals, the City reserves the rights to contact any or all Proposers to request additional information for purposes of clarification of RFP responses, reject proposals which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.
6. In making their selection under this RFP, the City and the RFP Selection Committee will focus on the submittals and the consultant interviews, general qualifications and prior history of performance in accordance with the general selection criteria set forth in this RFP.
7. At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities or omissions in submittals, all as the best interests of the City may appear.
8. The City reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.



9. Local Preference. The City of Madison adopted a local preference purchasing policy that would grant a 5 percent request for proposal scoring preference to local vendors. Bidders seeking to obtain local preference status must meet specific criteria and register online at <http://www.ci.madison.wi.us/business/localPurchasing/index.cfm>.

b. Consultant Interviews

Some, all, or none of the Consultants will be invited to make an oral presentation to the RFP Selection Committee on a date and time and in a location and format to be determined by the City.

c. RFP Evaluation Criteria

Submitted proposals will be evaluated based on the following criteria (100 points total):

1. Qualifications. (Relevant experience and qualification of Consultant and Consultant Team who will be working on and leading this project; Leadership and commitment of principals to lead the team.) [10 points]
2. Demonstrated understanding of the elements of a neighborhood market study, including the difficulties in working with older shopping centers/districts, as demonstrated by relevant experience in similar environments. [20 points]
3. Consultant's demonstrated capacity to implement and complete the proposal as submitted. (Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and to bring such projects to successful completion within the constraints of time and budget.) [20 points]
4. Responsiveness of the proposal to the goals, objectives and activities identified in this RFP. (The degree to which the Consultant's proposed project approach and methodology is consistent with the project objectives, anticipated tasks, timeline and proposed scope of services. [20 points]
5. Type and usefulness of data and information that will likely be gained from the consultant. [20 points]
6. Cost of the proposal. (Consultant's proposed allocation of the project budget to the respective elements of the scope of services.) [5 points]
7. Local Preference – An additional five (5) points will be added to the subtotal of the scores noted above per the City's Local Preference Purchasing Policy Ordinance outlined in Section 8a(9) above (page 8).

9. ADDENDA

Revisions to any part of the solicitation or provision of additional information shall be made by addenda. Proposers must acknowledge the receipt of any addendum in the appropriate section. It shall be the responsibility of the Proposers to regularly monitor the bid distribution websites used by the City (www.demandstar.com and www.vendornet.state.wi.us) for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your bid being disqualified.

10. ACCEPTANCE/REJECTION OF PROPOSALS

- 4.1 The City reserves the right to accept or reject any or all statements of Proposals submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Proposer responding to this request.



The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).

- 1.2 The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

11. INCURRING COSTS

This Request for Proposals does not commit the City to award a contract, pay any costs incurred in preparation of these applications, or to procure or contract for any services.

12. PROPOSER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such Proposer fails to satisfy the City, that such Proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

13. DESIGNATION OF PROPRIETARY INFORMATION

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

14. WITHDRAWAL OR REVISION OF PROPOSALS

A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of proposals, all proposals submitted shall be valid for acceptance by the City until a contract is awarded.

15. ACCEPTANCE OF CONTRACT TERMS

Attached is a draft Contract for Purchase of Services (Attachment A) with general terms and conditions that the consultant shall agree to. No deviations from this contract will be permitted.

16. EXECUTED CONTRACT

The City's Request for Proposal, the proposal responses, written communications and the resulting Contract based on the Contract for Purchase of Services constitute the entire Contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- a. Official Purchase Order and/or Contract for Purchase of Services
- b. Request for Proposal Number _____, dated _____, amendments/attachments
- c. Any finally negotiated terms and conditions
- d. Response received
- e. Written communications



17. BINDING OFFER

A bid submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the Signature Affidavit Page by the signature of the Proposer or an officer of the Proposer legally authorized to execute contractual obligations. By submitting a proposal, the Proposer affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent. Failure to comply with this requirement will be grounds for automatic disqualification.

18. PAYMENT TERMS

Payment terms will be negotiated and tied to specific deliverables. (with a minimum of 25% retained until the City has accepted the completion of the project.) Payment will be made within thirty days after receipt of a properly documented invoice and approval of deliverables to date.

19. PUBLIC OPENINGS

There will be no public openings following the due date for submission of Proposals. All information received shall remain confidential until the selection of qualified consultants has been completed.

20. BID DISTRIBUTION NETWORKS

- a. The City of Madison posts all bid announcements, addenda notices, and bid/RFP documents on two bid distribution networks. All Proposers must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Proposers to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your bid being disqualified.

- **State of WI VendorNet System**

(WI state and local agencies post bids on this network. **Registration is FREE.**)

<http://vendornet.state.wi.us/vendornet/default.asp>

In the future, requests for bids and requests for bids from the City of Madison for this project's service or commodity will be sent automatically only to vendors subscribing to VendorNet. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations, call 264-7898.

- **DemandStar by Onvia**

(National bid distribution system with graduated fee schedule to subscribe by county, region, state or on a national level.)

<http://www.demandstar.com/>

- b. For this particular Request for Proposals project only, announcements and information will also be made available on the following websites:

- American Planning Association:

<http://www.planning.org/rfp-RFP/>

- Wisconsin Chapter, American Planning Association

<http://www.wisconsinplanners.org/>



SECTION B: PROJECT SCOPE AND SERVICES:

1. Background

The City of Madison Department of Planning & Community & Economic Development is in the process of preparing a mid-range neighborhood plan (5-10 year planning horizon) for the north side of Madison. (See Attachment # 1) The planning process will be conducted in two phases:

- Phase I: A nine-month planning process (January 2008-September 2008) for the area bounded by Packers Avenue on the east, Wheeler Road and Havey Road on the north, Union Pacific Railroad, Harper Road and Lake Mendota on the west, and Warner Park, Trailsway, and Northport Drive on the south. The area is coterminous with Census Tract 23.01 and 24.02.
- Phase II: A nine-month planning process (October 2008-June 2009) for the area bounded by Trailsway, Windom Way, and Northport Drive on the north, Northport Drive on the east, Aberg Avenue on the south, and Union Pacific Railroad on the west. The area is coterminous with Census Tract 22.

The Northport-Warner Park-Sherman Neighborhood Plan (Phase I) and the Brentwood-Packers-Sherman Neighborhood Plan (Phase II) will serve as a comprehensive framework for future improvements in the designated planning areas. Both of the geographic areas have existing neighborhood plans that were adopted by the Madison Common Council in November 1992 and July 1996, respectively. Attached is a status report of the adopted plan recommendations. (See Attachment # 2)

The Plan purpose is to:

- Develop a vision and a set of goals and objectives for the residential and business areas
- Formulate strategies and plan recommendations to address key issues in the areas of economic development, housing, land use, parks and open space, and transportation identified by neighborhood residents
- Identify short- and long-term action strategies for governmental officials, City staff, and the Northside neighborhood organizations to foster, initiate, monitor, and implement high priority recommendations
- Provide a framework for numerous stakeholders and residents on the Northside to better understand the area's dynamics and the role they could play in its transformation
- Identify opportunities in timing, funding, and in public-private collaborations to achieve desired outcomes.

The Northport-Warner Park-Sherman Neighborhood Steering Committee identified a comprehensive list of issues and **preliminarily** determined that the following five issues, in order of preference with one being the most important, should receive the highest level of importance in the planning process:

- 1) Develop a strategy to retain, attract, and grow local, regional and national businesses on the northside, including capitalizing on adjacent major employment centers/businesses (i.e. airport) and existing/potential consumer base (e.g. commuters).
- 2) Improve safety and the perception of safety in the neighborhood by devising a multi-level prevention approach that would include better communication between the police and community.
- 3) Identify potential short-term and long-term conceptual options for the southeast corner of Sherman Avenue and Northport Drive to position the properties as part of a vital Northside economy.
- 4) Closure of neighborhood schools and its impact to long-term health of neighborhood (e.g. out-migration, population decline, and neighborhood deterioration).
- 5) Plan and implement strategies to create Northport Drive, Packers Avenue, CTH CV, and Sherman Avenue as showcases and gateways to the northside neighborhoods with a coordinated plan addressing aesthetics (both private and public components of corridor), land use, redevelopment, and pedestrian movement (e.g. corridor plans).

Agenda, minutes, and background information on the planning process can be reviewed at:

<http://www.cityofmadison.com/neighborhoods/northsideplan/index.cfm>



2. **Planning Area Boundaries**

The map for the planning area noted above is found in Attachment # 1.

It is anticipated that the trade area analysis completed as part of this market study will extend beyond the planning area boundaries.

3. **Project Description**

The City of Madison desires to better understand the market dynamics of the neighborhoods surrounding the Northport Drive, Sherman Avenue, and Packers Avenue commercial corridors. This information will inform the City to make more market-based land use and policy recommendations. This Northside Market Study will provide information regarding the current supply, demand, and configuration of a variety of commercial and residential uses, and will provide guidance regarding future opportunities and constraints within these commercial corridors.

4. **Past and Concurrent Planning Activities**

See Attachment #2-1992 Northport-Warner Park CDBG Neighborhood Plan Recommendation Status Report-2007.

See City of Madison Comprehensive Plan, volumes 1 & 2 at:
<http://www.cityofmadison.com/planning/comp/plan.html>

See Northport-Warner Park Sherman Plan Website:
<http://www.cityofmadison.com/neighborhoods/northsideplan/index.cfm> for additional information.

5. **Public Participation/Process**

Consultant will work with City staff to identify opportunities to take advantage of the public participation efforts of the Northport-Warner Park-Sherman Neighborhood Plan; however, additional public participation specific to the market study is not envisioned.

6. **Scope of Services**

The Northside Market Study is expected to take approximately two to three months to complete.

Department of Planning & Community & Economic Development staff will provide some technical assistance to the consulting firm hired, which may include:

- Coordination with other City agencies as may be required to collect and analyze information useful for the market study.
- Coordination with the Northport-Warner Park-Sherman Neighborhood planning effort.

The anticipated sequence of steps, schedule, and deliverables for the market study follows. This sequence should be taken as advisory, and consultants may formulate their own process and deliverables in their proposals using their past experience and professional expertise.

Phase I: Information Gathering and Analysis
(Approximate dates: May - June 2008)

This phase will encompass the research and presentation of existing market condition data for commercial (i.e. retail and office), residential, and other land uses within the study area. Major tasks of this phase include:

Task 1: Project Orientation

Consultant meets with Department of Planning & Community & Economic Development staff to:



- a. Discuss and clarify the scope of the market study and roles and expectations of the consultant.
- b. Review work plan and timeline for completion of the market study.
- c. Discuss the framework for communication regarding the conduct and the findings and recommendations of the market study to stakeholders, and the general public

Task 2: Stakeholder Interviews

Consultant interviews area businesses, institutions, property owners and landlords, developers, and the brokerage and real estate communities, as deemed necessary to gain a better understanding of the current market.

- a. The list of specific entities and individuals to be interviewed, the number of interviews, along with the questions to be asked, will be developed jointly by City project staff and the consultant. The City will look for respondents to this RFP to provide a proposal of who they believe will likely need to be interviewed, along with the total number of interviews that they believe will be necessary to complete the project.
- b. The consultant will be expected to meet with the two Alderpersons representing the Northside.
- c. The consultant should also consider, based on budget and appropriateness, the degree to which City staff can assist with conducting interviews or surveys of key stakeholders.

Task 3: Definition of Market Areas

Although the study area for this project has been broadly defined as the Northport Drive, Sherman Avenue, and Packers Avenue commercial corridors, the City will look for the selected Consultant to more clearly define the primary and secondary market areas, especially as they relate to retail uses. Respondents to this RFP should provide a summary of the method they intend to use to define these markets, and the rationale for why this is appropriate.

Task 4: Definition of Competitive Market Areas

The City will look for the consultant to identify those areas of the City, and neighboring communities, that are most likely to compete with the primary and secondary market areas.

Task 5: Inventory of Current and Projected Socio-Economic Conditions

- a. The consultant will collect, analyze and present a socio-economic profile of the primary and secondary market areas based upon U.S. Census data and/or other appropriate data sources. The City will look for a report on information such as household composition, age and gender mix, education levels, racial composition, income levels, business and employment levels, transportation and housing usage, commute to work times, residents place of work, etc. This list should not be considered required or limiting in terms of the data necessary to complete this Study. The City will require each RFP respondent to provide a summary of the socio-economic data he or she believes is most relevant for this study, and the most suitable sources for that data.
- b. The City will be particularly interested in demographic/population/household trends. Most of the study area was developed 40 +/- years ago. Are the socio-economic conditions of the study area different today than when current development occurred, and in what way? Are there any important observations for likely future trends given the past?
- c. The City will desire some socio-economic information for competitive market areas; however, the City recognizes that this may not be as in depth as for the primary and secondary market areas.
- d. The Consultant will also need to work with City staff managing the Northport-Warner Park-Sherman Neighborhood Plan effort to insure that there is no duplication in the collection of socio-economic data, as these two processes will be occurring simultaneously.



- e. The City will require a clear and concise summary of current socio-economic conditions of the primary and secondary market area as one of the deliverables at the conclusion of this project.

Task 6: Market Area Analysis

The City desires a thorough and specific market analysis of primary and secondary market areas. Following is a description of the type of information that the City desires. Respondents to the RFP should specify their approach, including the sources of data and type of data analysis that they intend to utilize. The City recognizes that the Consultant's desired approach may not include each of these tasks, or may include tasks not listed here.

RETAIL & SERVICE

- Commuting patterns, commuter profile, and the corresponding influence on primary and secondary market areas
- Current consumer expenditure within the primary and secondary trade areas by NAICS
- Potential consumer expenditure within the primary and secondary trade areas by NAICS
- Any leakage by NAICS
- Size, age, and condition of buildings (noting possible implications for reuse/redevelopment)
- Size and configuration of property (noting possible implications for reuse/redevelopment)
- Property ownership (noting possible implications for reuse/redevelopment)
- Typical lease rates/property values within primary and secondary trade area
- Vacancy rates/durations within primary and secondary trade areas
- Analysis of comparable retail and service (storefront) space in competitive districts:
 - Size, age, and condition of buildings
 - Typical lease rates/property values
 - Vacancy rates/durations
- Typical size and configuration of retail spaces currently under construction, or recently constructed (ie. current market standards)

OFFICE

- Analysis of office (employment) within study area:
 - Size, age, and conditions of buildings
 - Typical floorplate configuration
 - Typical lease rates/property values
 - Vacancy rates/durations
 - Review of office employment existing within study area by NAICS
 - General competitive advantages and disadvantages
- Analysis of office (employment) within competitive areas:
 - Size, age, and conditions of buildings
 - Typical lease rates/property values
 - Vacancy rates/durations
 - Typical floorplate configuration
 - Review of office employment existing within competitive areas by NAICS
 - General competitive advantages and disadvantages
- Current industry standards for size and floorplate



RESIDENTIAL

- Review of residential projects under construction or planned within primary and secondary market areas.
- Overview of multi-family developments currently found within primary and secondary trades areas (apartments, condos, and senior housing)
 - Age, style, condition
 - Lease rates or sale prices
- Discussion of competitive advantages and disadvantages of additional multi-family residential development within primary and secondary trade areas as it relates to market potential and economic development.
- Current market standards for multi-family residential development (construction costs and lease rates/sale prices)

EMPLOYMENT (INDUSTRIAL/WAREHOUSING)

- Overview of industrial/warehousing space found within primary and secondary trade areas: type, size, age.
- Demand for maintenance of existing industrial/warehouse space, and desire for new industrial/warehouse space?

OTHER USES

- What, if any market, exists for a hotel on the Northside? Assuming a market exists for a hotel, what size and type of hotel would likely succeed within the study area?
- Review of the current impact of Warner Park in general, and the Madison Mallards specifically, on the Northside Market area
- Review of the current, and potential, impact of the Dane County Regional Airport on the Northside Market
- Desirability for business incubation space within the study area (type, location, etc.)
- Other uses (such as entertainment venues) that should be under consideration by the City?

GENERAL ENVIRONMENTAL CONDITIONS

Although the focus of this study will be on private property located within the study area, consideration should be given to public infrastructure (ie. streetscaping). From a market standpoint, are improvements needed? What type, why, etc.? How does public infrastructure within the study area compare with competitive markets?

What, if any, effect might Lake Mendota views above a certain height have on the marketability of the study area?

Are there other natural or cultural amenities/features that may affect market conditions and market potential?

Phase II: Findings & Recommendations

(Approximate Dates: June 2008)

Task 7: Findings and Recommendations

Consultant prepares preliminary conclusions and recommendations based on the market analysis. Conclusions and recommendations should include:

- a. Specific recommendations regarding the amount, size, and configuration of various types of uses that can realistically be anticipated in consideration of overall market demand and the presence of competitive establishments and locations within or near the planning area.
- b. Discussion of potential synergies or combinations of uses and activities that would reinforce each other and increase their market viability (ie. could a mixed-



- use development help create additional demand for some retail uses, could the presence of certain retail enhance the desirability of the study area for additional employment, etc.)
- c. Identification of negative factors or barriers to development of the desirable types of uses.

Phase III: Integration with Northport – Warner Park – Sherman Neighborhood Plan
(Approximate Dates: June - July 2008)

Task 8: Integration with Northport – Warner Park – Sherman Neighborhood Plan

City of Madison Planning Division staff will be working with a Neighborhood Steering Committee on the preparation of a Northport – Warner Park – Sherman Neighborhood Plan concurrent with the preparation of the Northside Market Study. City staff will work with the consulting firm to integrate the information and recommendations of the market study into this planning process.

More specifically, City staff and stakeholders will be interested in comparing the recommendations of the Neighborhood Steering Committee with the results of the Northside Market Study to determine which recommendations have a likelihood of success based upon market realities, and which do not. Conversely, the Northside Market Study should be drafted in a such a manner that the Neighborhood Steering Committee can use the information presented as a way to further develop their recommendations.

City staff and stakeholders will also look to the Market Study to make better informed land use planning decisions. For example, what specific type of retail might be in demand within the study area, what is the size of said type of retail establishments, and what configuration is the market norm? As another example, if it is determined that additional office space is appropriate, what floorplate size is currently demanded within the market. The City will require this type of information on the size and configuration of space to better inform the physical planning decisions that are made as part of the Northport – Warner Park – Sherman Neighborhood Plan preparation.

A major objective and benefit of completing a Northside Market Study is to gain an understanding, backed by professional research and expertise, regarding which uses and combinations of uses would find the study area attractive and have the best chance of success---and under what conditions. This will help ensure that planning recommendations made for the study area are realistic and provide a sound basis for successful implementation.

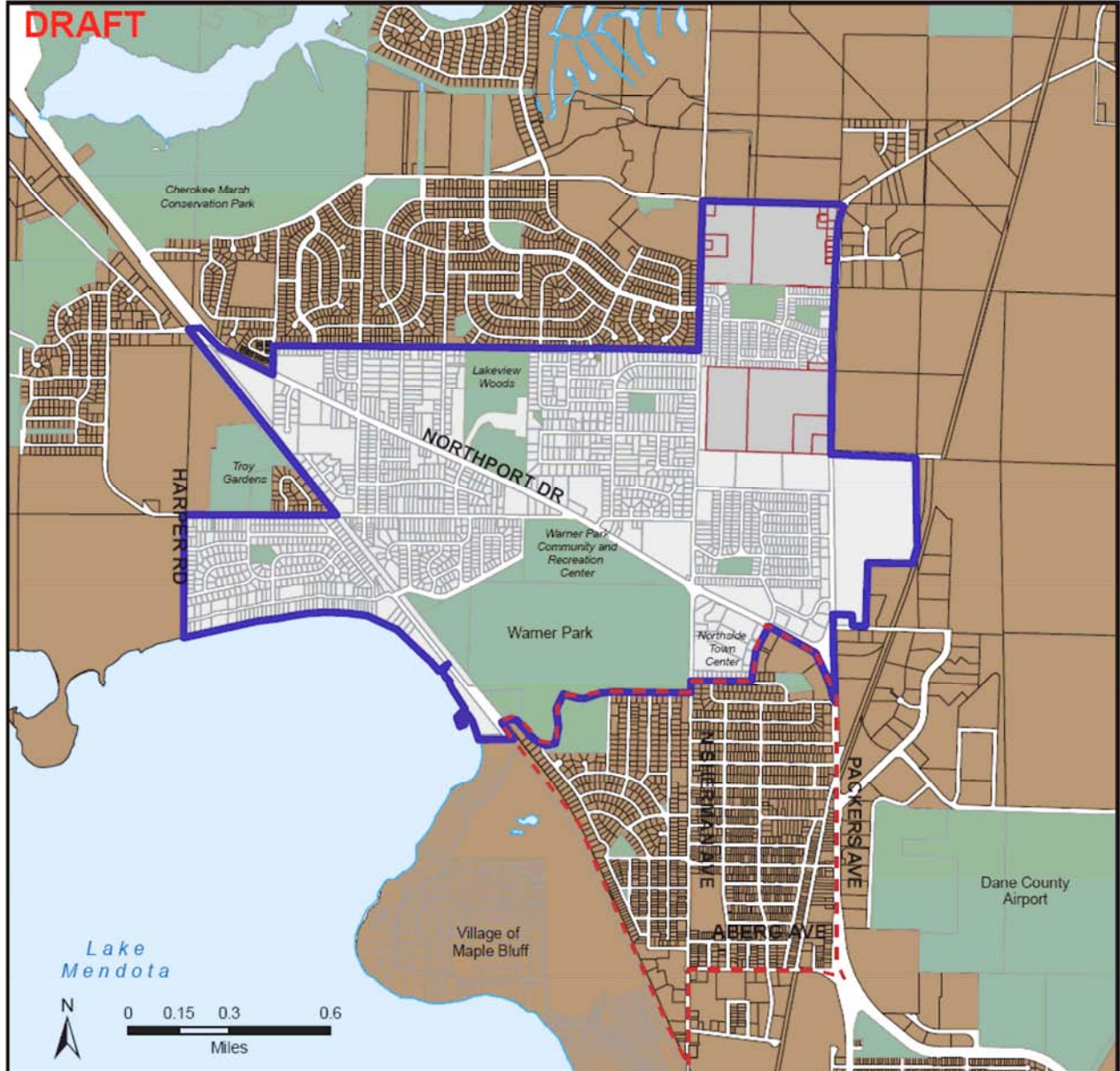
7. Deliverables

The primary deliverable for this project will be a written report of the findings for Phase I,II, and III above. The written report shall include all necessary charts, tables, and figures to justify the conclusions and recommendations outlined in the report. The report shall include an Executive Summary, providing the primary conclusions of the study in a brief format. The City will require twenty (20) paper copies of the report, in addition to one (1) electronic CD format.

Upon conclusion of the report, the consultant will be required to provide one final presentation to City staff, Neighborhood Steering Committee, Alderpersons, and other interested individuals.

Throughout the contract, the Consultant will be required to maintain contact with City staff via regular phone and email communication, in addition to several meetings with City staff, to provide updates on consultant's progress. Draft versions of the report noted above will be provided to City staff for comment/feedback. Consultants responding to this RFP must outline the manner in which they will engage City staff throughout the study.

Attachment #1



**Northport-Warner Park-Sherman Neighborhood Plan:
2008 Planning Study Area and 2009 Planning Study Area**

2008 Planning Study Area
for planning process to take
place from January to
September 2008

2009 Planning Study Area
for planning process to take
place starting in late 2008
and extending into 2009.







Attachment #2

CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	Request that the City of Madison Police Department station a neighborhood foot patrol officer in high need areas and increase the number of police officers on the northeast side.	Police Department	<p>The Madison Police Department has 2 neighborhood officers assigned to neighborhoods along the Northport corridor; Vera Court and Northport-Packers Apartments. An additional beat (2 officers) was also added to 3-11 pm shift in 1996. Complete and ongoing.</p> <p>As of April 2007 there is one Neighborhood Officer assigned to the Northport Packers Apts. The Vera Ct. officer was removed due to the stabilization and ability of that neighborhood to function on its own. A north-east Community Policing Team was established to address neighborhood issues and district problems as they are identified. Ongoing staffing evaluations city-wide continue.</p>	Complete
Northport-Warner Park	1992	Request that a neighborhood center be established with the objective of providing educational, recreational, employment, and social skills programming administered by community-based organizations, the school system, and the neighborhood itself.	CDBG Unit	Warner Park Community and Recreation Center was constructed and opened September, 1999.	Complete
Northport-Warner Park	1992	Request that the City of Madison Planning & Development Department update the Fair Share Housing Plan.	Planning & Development	The Planning Unit has completed an update of the inventory of special needs and family assisted housing in tabular and mapped form. The Department does not recommend a full update of this plan at this time.	Complete
Northport-Warner Park	1992	Request that the City of Madison Common Council, in conjunction with the Police Department, investigate the feasibility of constructing a north side police precinct to help in the response time for police calls for service, provide more accessible services to the neighborhood, and finally, establish themselves as an integral part of the northeast side.	Common Council	<p>The North District Station was constructed in 1997, and was available for occupancy in early 1998.</p> <p>April 2007 The North District Station continues to operate today, but is nearing its capacity as the city continues to grow.</p>	Complete
Northport-Warner Park	1992	Request that the City of Madison Police and Fire Departments develop a neighborhood police forum and other related crime prevention and education programs to strengthen partnerships between homeowners, tenants, managers, and businesses in dealing with crime-related issues.	Police Department	<p>We have not worked jointly with the Fire Department but Police in 1996 met with 90% of all established neighborhood associations and business groups to discuss these issues.</p> <p>The Police Department continues to routinely participate in meetings and educational efforts related to safety and crime prevention with the above groups and residents.</p> <p>Complete and ongoing.</p>	Complete



CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	Request that the City of Madison Common Council, Equal Opportunity Commission, CDA and other appropriate governmental bodies adopt the substitute resolution amending Section 3.23(4)(a) of the Madison General Ordinances to permit landlords to inquire as to conviction records of prospective tenants in crimes of violence.	Common Council	This Council Resolution was referred to the CDA for review. The CDA reviewed the Resolution and recommended adoption. After amendments, the Resolution was adopted.	 Complete
Northport-Warner Park	1992	Request that the City of Madison CDA, CDBG, and CED implement the housing strategies in the Fair Share Housing Plan (1981, 1984) and CHAS Plan (1992), by giving preference to public and private organizations developing assisted housing in areas which do not have significant low income and special needs housing and to promote long-term community integration and linkages to services for residents in those housing facilities.	CDA	The criteria that the CDA uses in reviewing housing proposals for funding takes into consideration the extent to which the projects complement the goals of the Fair Housing Plan. CDBG Office continues to administer Fair Share Housing Funds which promotes acquisition of special needs housing in underserved areas.	 Complete
Northport-Warner Park	1992	Request that the City of Madison Police Department discuss strategies with apartment owners, managers, and tenants to increase enforcement of the curfew ordinance on public and private properties, such as parking lots in multi-family apartment complexes.	Police Department	The Madison Police Department co-sponsored a landlord training workshop for North side property owners/managers in 1995. We continue to work with the City Attorney and Apartment Association to provide training with focus on managing rental properties and addressing issues such as screening, eviction, noise, and curfew problems. Complete and ongoing.	 Complete
Northport-Warner Park	1992	Request that the City of Madison Engineering and Transportation Departments install a left-turn signal (traveling south) at the intersection of North Sherman Avenue and Northport Drive, install a walk light at Northport Drive and Dryden Terrace for pedestrians walking east and west, upgrade the street lighting wattage at Dryden Terrace and Londonderry, re-evaluate the Northport Drive and Troy Drive and Schlimgen and Packers Avenue intersections to increase traffic safety, re-evaluate the feasibility of fencing along the 1700 and 1800 blocks of Northport Drive between Londonderry and North Sherman Avenue, and develop a local and city-wide public education campaign using print and radio advertising to increase traffic safety. Support the City's proposed pedestrian/bike route plan which places a route between Roth Street and Commercial Avenue at midpoint of the block; and support a route along Starkweather Creek to MATC and rerouting the bike route off of the sidewalk along Northport Drive.	Engineering Division	The Starkweather Creek Bike Path was placed in service in 1996. The other issues should be responded to by the Traffic Engineer. 1. Left-turn signal not found to be necessary for southbound (inbound Northport) traffic at Sherman 2. Pedestrian signals not found to be necessary for crossing Dryden at Northport. The vehicle signals are visible and informative for pedestrian crossings, as well as vehicle traffic. 3. Existing lighting is appropriate for Dryden Terrace and Londonderry.	 Complete










CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	Request that the City of Madison CDBG, Community Services, Dane County Human Services, United Way, and other funding organizations create or enhance community-based services in the neighborhood. Specifically, request appropriate funding sources to provide on-demand drug and alcohol treatment, emergency housing shelter, food distribution and health care for residents.	CDBG Unit	Expand funding for AODA emergency housing, food and health care for Northport Packers. This area is outside purview of OCS, CDBG, Health, and Social Services are relevant funders. The program continues to fund core costs for the Vera Court Neighborhood Center.	Complete
Northport-Warner Park	1992	Request that the City of Madison Engineering Division assist the Village of Maple Bluff, Town of Madison and Town of Burke, for the development of reconstruction plans and schedules for the 1000 to 3000 blocks of North Sherman Avenue; develop a reconstruction plan with the Town of Madison for the 1600 to 1700 blocks of Commercial Avenue; and provide interim repair for Aberg Avenue, North Sherman Avenue, and parts of Commercial Avenue in the Spring of 1992.	Engineering Division	Complete.	Complete
Northport-Warner Park	1992	Request that the Department of Planning & Development, Planning Unit, develop a design plan for Vera Court to create a more inviting, functional and aesthetic environment by working with tenants, apartment managers, and property owners of the area. The design plan should include pedestrian movement systems, screening of public and private places, creation of playgrounds and other amenities.	Planning Unit	The Planning Unit has evaluated opportunities to implement these recommendations by considering relationships with adjoining properties (i.e., Troy Gardens, State lands and MMSD Mendota School). No additional progress has occurred.	Complete
Northport-Warner Park	1992	Request that the City of Madison Transportation Department, in conjunction with the City of Madison Police Department, improve the safety on roadways in and/or leading into the neighborhood by: enforcing speed limits at Highway M and Kennedy Road; installing a speed limit sign at the northern end of Delaware Boulevard near Darby Lane; installing an additional speed limit sign on Troy Drive between School Road and Mendota Mental Health Center.	Traffic Engineering	The Madison Police Department has been running radar enforcement on the primary North side arterials such as Northport Drive, Packers Avenue and Sherman Avenue and Kennedy Road. Highway M is outside the City's jurisdiction. The Traffic Engineering Division has installed signs establishing reasonable speed limits on Northport Drive, Kennedy Road, Delaware Boulevard and Troy Drive in accordance with City of Madison policies for the design and location of speed zones. Additional signs are not considered appropriate or necessary at this time. Complete and ongoing as problems/safety issues are identified.	Complete
Northport-Warner Park	1992	Request that the City of Madison Building Inspection Unit, in conjunction with other appropriate agencies, develop a seminar to prepare and train northeast side property owners and tenant management groups in how to create a safe living environment such as providing information on screening process, property maintenance and crime watch programs.	Building Inspection	Done. Ongoing effort by Police Dept. and Apartment Owners Association.	Complete








CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	Request that the city and county support increased food distribution and access to nutritional meals by providing an additional meal site, increasing breakfast programs in schools, and establishing more food pantries available through churches, schools, community-based organizations, and neighborhood associations.	Community Services	Warner Park has become a senior nutrition site and Vera Court serves meals to children daily. CDBG supports the Community Garden Program and in 2003 funded the purchase of a \$25,000 freezer to store frozen foods as part of their food distribution system.	 Complete
Northport-Warner Park	1992	Request that the City of Madison Planning & Development, Planning Unit, initiate the rezoning of a portion of Sherman Neighborhood from R4 to R3 to R2.	Planning Unit	Initial meetings were held with property owners and neighborhood association. It was determined that there was no significant interest in pursuing these recommendations.	 Complete
Northport-Warner Park	1992	Request that the City, County and community-based organizations seek support for a bus, van or shuttle service for neighborhood residents to get to and from a variety of services in the event that the current private bus service fails or is discontinued.	Community Services	Community Wheels provided a shuttle for this Northside neighborhood. The organization no longer provides the service.	 Complete
Northport-Warner Park	1992	Request that Madison Metro pursue the siting of a transit center at an eastside location which would allow northeast side residents to get to eastside destinations easily, including facilitating easy access to MATC, East Towne, and health clinics.	Madison Metro	Implemented. Route 17 provides a 15-minute connection between the North and East Transfer Points. Route 20 connects Northside residents with MATC and the East Towne area.	 Complete
Northport-Warner Park	1992	Request that the city, county, state and community-based organizations evaluate the feasibility of adding another garden plot near Northport-Packers area and/or expand the Troy Drive gardens.	CDBG Unit	Funded acquisition of Troy Drive Gardens. Twenty-five acres will be gardens. This doubled the number of people served.	 Complete
Northport-Warner Park	1992	Request that the City of Madison investigate the feasibility of constructing a pedestrian overpass over Northport Drive near Dryden Drive as future congestion builds making it difficult for pedestrians to cross safely.	Traffic Engineering	Construction of a pedestrian overpass of Northport Drive near Dryden Drive and/or Warner Park has been considered not practical due primarily to the relatively high cost of construction and land acquisition that would be required for either an overpass or underpass of Northport Drive. Also design of an attractive and convenient facility would be difficult because of existing topography, and inability to effectively restrict at-grade crossings.	 Complete
Northport-Warner Park	1992	If the proposed Community Center Task Report is adopted by the Council, that at least one member of the proposed Planning Council be appointed from the membership of the Steering Committee, in order to provide some continuity of planning efforts.	Community Services	Planning Council membership - this was done in 1994.	 Complete






CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	The Council adopt the Steering Committee's position that in September, 1992, the Committee review the approved 1992 CDBG funds reserved for the neighborhood, measure the progress of the Planning Council effort, and make a determination as to whether they wish to continue to reserve the CDBG funds for their top priority, or apply funds to their other priorities enunciated in the Neighborhood Plan.	CDBG Unit	These funds were used in the construction of WPCRC.	 Complete
Northport-Warner Park	1992	Request that the City of Madison Engineering Division install and/or repair sidewalks at major pedestrian routes: install sidewalks on the north side of the 900 to 1300 block of Troy Drive leading to Mendota School; repair sidewalks on the 1300 to 1500 block of Delaware Boulevard leading to Gompers School; install sidewalks and mid-block crosswalk at Troy Drive and School Road to facilitate the safe access to Mottier's grocery store; and repair sidewalks around the periphery of Warner Park. Because of the potential costs to property owners, the City of Madison Engineering Division should also investigate financial measures to assist these property owners and to inform property owners about the new sidewalk repair program by distributing literature on how the rebate program operates.	Engineering Division	A survey of the interest in sidewalks on the north side of the 900-1300 blocks of Troy Drive was undertaken in 1996 with the assistance of Ald. Kiesow. There wasn't any neighborhood support at that time. Ald. VanRoy is interested in installing sidewalk along Troy Drive. A field survey will be conducted by Engineering in 2003. A proposed project is scheduled for 2004. Sidewalk repairs are being made in Aldermatic District 18 in 2003 and 2004.	 More than 90%
Northport-Warner Park	1992	Request that the City of Madison Parks Division investigate the feasibility of constructing a small-medium-sized pool for the Northport-Warner Park Neighborhood and a medium-sized pool in the Hiestand Neighborhood.	Parks Division	The Parks Division investigated the feasibility of a pool at Warner Park and is preserving a site adjacent to the proposed recreation center for a future pool addition. No work has been done relative to a site at Hiestand.	 40% - 59%
Northport-Warner Park	1992	Request that the City of Madison Community Services increase promotion of city certification and state licensing of daycare and in-home child care providers on the northeast side.	Community Services	Increase promotion of City Accreditation for child care on north side. Satellite Family Childcare has limited funding for this purpose. Country-side Montessori, Northport Head Start, and Kennedy Heights Preschool are City Accredited. Sunburst, the largest provider on the Northside is no longer accredited.	 10% - 39%
Northport-Warner Park	1992	Request that the City of Madison Community Services, in conjunction with the CDBG Office, Dane County Health and Human Services, and community-based organizations, investigate the feasibility of creating an affordable, education-based daycare facility and make information available to the public concerning how to become home daycare providers and about the availability of child care funding.	Community Services	Create affordable, quality child care, promote center based and family child care, publicize funding. Funds do not exist to achieve this. OCS has requested funding for childcare and childcare development without success. OCS has supported the additional childcare offered by Head Start and worked hard to improve the quality of Sunburst. The latter effort ultimately failed.	 Less than 10%



CDBG Neighborhood Plan Recommendation Status Report (2007)

Neighborhood Name	Year Adoption	Resolution Recommendations	Lead Agency	Description to Date	Status
Northport-Warner Park	1992	Request that the City of Madison Building Inspection Unit regularly inspect and monitor rental properties in the neighborhood to ensure compliance with minimum housing and property maintenance codes, including parking lot lighting; inspect the Sherman Neighborhood (Census Tract 22) for illegal conversion of single-family homes to two units; increase enforcement of occupancy code for the number of people per unit; and work with neighborhood steering committee to evaluate if the occupancy codes and abandoned vehicles citation codes and processes are effective. If not, the City should determine the necessary changes to the codes.	Building Inspection	Other priorities and limited available staff have put this area on an "as needed" basis. Recently a parking lot lighting survey was conducted in the Kipling Drive area.	 Less than 10%
Northport-Warner Park	1992	Request that the Department of Planning & Development, Planning Unit, develop neighborhood plans for the area bounded by Governor Road and Tennyson Lane to the south; Soo Line rail corridor on the west; Wheeler Road and County CV on the north; and N. Sherman Avenue on the west. Neighborhood residents preference is for the construction of single-family housing with two-family, duplex housing on main arterials.	Planning Unit	One residential plat has been approved in the area between Sherman Avenue and Packers Avenue in the City. Most of the area east of Packers Avenue is in the airport noise-affected zone. While informal concept plans have been prepared showing how the balance of this area might be developed, no more detailed planning is currently scheduled.	 Less than 10%
Northport-Warner Park	1992	Request that the City of Madison develop a tenant informational package that would include the geographical location of multi-family units within the City and, if possible, the range of rents, the locations of elementary, middle and high schools, bus lines, health clinics, public libraries, and shopping areas.	Community Services	No progress.	 Less than 10%

Attachment #3



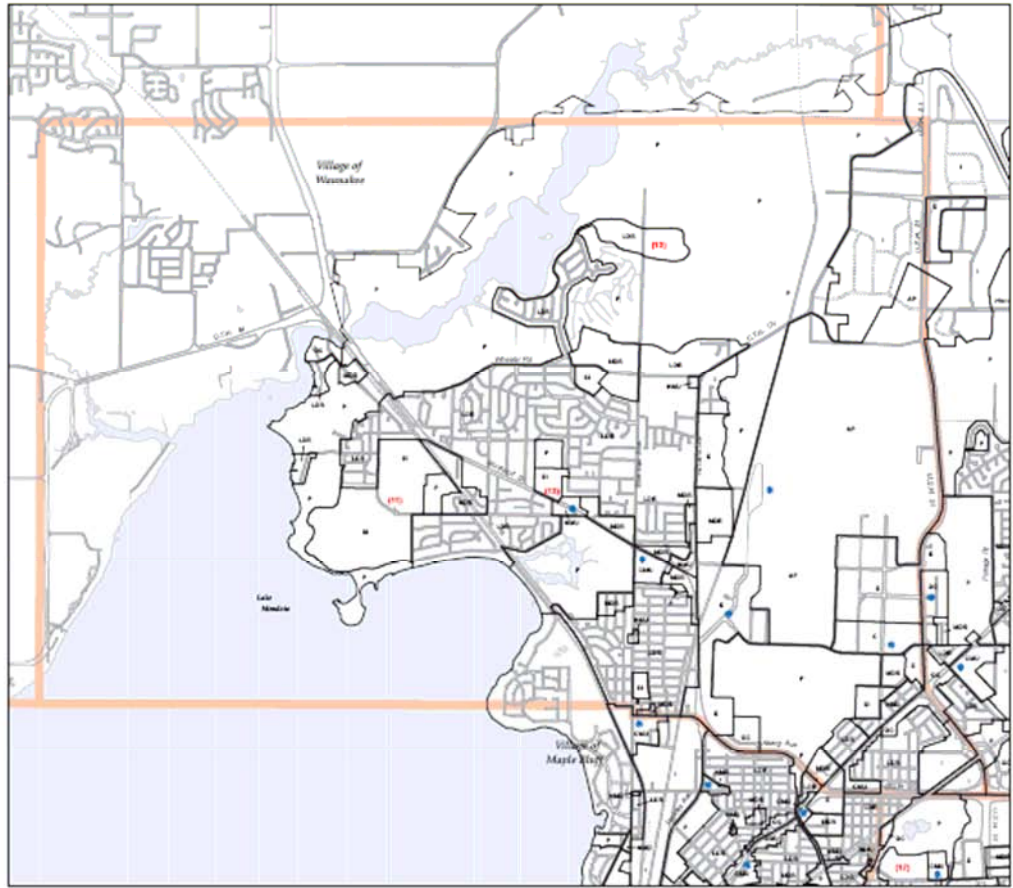
Northport Drive/Troy Drive Intersection with Warner Park in upper left of photo.10/2006



Warner Park in foreground with Northside Town Center in background. 10/2006



Attachment 4- Comprehensive Plan Map (can also be found at:
http://www.cityofmadison.com/planning/comp/dplan/v2/chapter2/v2c2_2b.pdf)



VOLUME II MAP 2-2b
Generalized Future Land Use Plan
City of Madison
January 2006

RESIDENTIAL DISTRICTS
 LDR Low Density (D) 20 units/acre
 MRD Medium Density (D) 40 units/acre
 HDR High Density (D) 60 units/acre

MEDIUM DENSITY DISTRICTS
 NMD Neighborhood Mixed Use
 EMD Community Mixed Use
 EMD Regional Mixed Use

COMMERCIAL/EMPLOYMENT DISTRICTS
 GC General Commercial
 RC Regional Commercial
 R Employment
 I Industrial

OPEN SPACE - AGRICULTURE DISTRICTS
 P Park and Open Space
 A Agricultural/Forest Use

SPECIAL DISTRICTS
 W Special Industrial
 AP Airport
 C Campus

Distances (Miles) (See Volume II Map 2-2)
 NPA Neighboring Planning Area (TMS) (Enclosed)

SPECIAL LOCALITY DEVELOPMENTS
 TCD Transit-Oriented Development
 CL Conceptual Locations
 TND Traditional Neighbored Development
 Conceptual Locations. TNDs are applied in NPA and residential districts as specified in neighboring land use plan.

Land Use Zone Reference Number
 (1)

Other Cities and Villages
 Planning Area
 Conceptual Bound

Map DATE: 2006
 Reference: Map 2-2a, Map 2-2b, Map 2-2c, Map 2-2d, Map 2-2e, Map 2-2f, Map 2-2g, Map 2-2h, Map 2-2i, Map 2-2j, Map 2-2k, Map 2-2l, Map 2-2m, Map 2-2n, Map 2-2o, Map 2-2p, Map 2-2q, Map 2-2r, Map 2-2s, Map 2-2t, Map 2-2u, Map 2-2v, Map 2-2w, Map 2-2x, Map 2-2y, Map 2-2z, Map 2-2aa, Map 2-2ab, Map 2-2ac, Map 2-2ad, Map 2-2ae, Map 2-2af, Map 2-2ag, Map 2-2ah, Map 2-2ai, Map 2-2aj, Map 2-2ak, Map 2-2al, Map 2-2am, Map 2-2an, Map 2-2ao, Map 2-2ap, Map 2-2aq, Map 2-2ar, Map 2-2as, Map 2-2at, Map 2-2au, Map 2-2av, Map 2-2aw, Map 2-2ax, Map 2-2ay, Map 2-2az, Map 2-2ba, Map 2-2bb, Map 2-2bc, Map 2-2bd, Map 2-2be, Map 2-2bf, Map 2-2bg, Map 2-2bh, Map 2-2bi, Map 2-2bj, Map 2-2bk, Map 2-2bl, Map 2-2bm, Map 2-2bn, Map 2-2bo, Map 2-2bp, Map 2-2bq, Map 2-2br, Map 2-2bs, Map 2-2bt, Map 2-2bu, Map 2-2bv, Map 2-2bw, Map 2-2bx, Map 2-2by, Map 2-2bz, Map 2-2ca, Map 2-2cb, Map 2-2cc, Map 2-2cd, Map 2-2ce, Map 2-2cf, Map 2-2cg, Map 2-2ch, Map 2-2ci, Map 2-2cj, Map 2-2ck, Map 2-2cl, Map 2-2cm, Map 2-2cn, Map 2-2co, Map 2-2cp, Map 2-2cq, Map 2-2cr, Map 2-2cs, Map 2-2ct, Map 2-2cu, Map 2-2cv, Map 2-2cw, Map 2-2cx, Map 2-2cy, Map 2-2cz, Map 2-2da, Map 2-2db, Map 2-2dc, Map 2-2dd, Map 2-2de, Map 2-2df, Map 2-2dg, Map 2-2dh, Map 2-2di, Map 2-2dj, Map 2-2dk, Map 2-2dl, Map 2-2dm, Map 2-2dn, Map 2-2do, Map 2-2dp, Map 2-2dq, Map 2-2dr, Map 2-2ds, Map 2-2dt, Map 2-2du, Map 2-2dv, Map 2-2dw, Map 2-2dx, Map 2-2dy, Map 2-2dz, Map 2-2ea, Map 2-2eb, Map 2-2ec, Map 2-2ed, Map 2-2ee, Map 2-2ef, Map 2-2eg, Map 2-2eh, Map 2-2ei, Map 2-2ej, Map 2-2ek, Map 2-2el, Map 2-2em, Map 2-2en, Map 2-2eo, Map 2-2ep, Map 2-2eq, Map 2-2er, Map 2-2es, Map 2-2et, Map 2-2eu, Map 2-2ev, Map 2-2ew, Map 2-2ex, Map 2-2ey, Map 2-2ez, Map 2-2fa, Map 2-2fb, Map 2-2fc, Map 2-2fd, Map 2-2fe, Map 2-2ff, Map 2-2fg, Map 2-2fh, Map 2-2fi, Map 2-2fj, Map 2-2fk, Map 2-2fl, Map 2-2fm, Map 2-2fn, Map 2-2fo, Map 2-2fp, Map 2-2fq, Map 2-2fr, Map 2-2fs, Map 2-2ft, Map 2-2fu, Map 2-2fv, Map 2-2fw, Map 2-2fx, Map 2-2fy, Map 2-2fz, Map 2-2ga, Map 2-2gb, Map 2-2gc, Map 2-2gd, Map 2-2ge, Map 2-2gf, Map 2-2gg, Map 2-2gh, Map 2-2gi, Map 2-2gj, Map 2-2gk, Map 2-2gl, Map 2-2gm, Map 2-2gn, Map 2-2go, Map 2-2gp, Map 2-2gq, Map 2-2gr, Map 2-2gs, Map 2-2gt, Map 2-2gu, Map 2-2gv, Map 2-2gw, Map 2-2gx, Map 2-2gy, Map 2-2gz, Map 2-2ha, Map 2-2hb, Map 2-2hc, Map 2-2hd, Map 2-2he, Map 2-2hf, Map 2-2hg, Map 2-2hh, Map 2-2hi, Map 2-2hj, Map 2-2hk, Map 2-2hl, Map 2-2hm, Map 2-2hn, Map 2-2ho, Map 2-2hp, Map 2-2hq, Map 2-2hr, Map 2-2hs, Map 2-2ht, Map 2-2hu, Map 2-2hv, Map 2-2hw, Map 2-2hx, Map 2-2hy, Map 2-2hz, Map 2-2ia, Map 2-2ib, Map 2-2ic, Map 2-2id, Map 2-2ie, Map 2-2if, Map 2-2ig, Map 2-2ih, Map 2-2ii, Map 2-2ij, Map 2-2ik, Map 2-2il, Map 2-2im, Map 2-2in, Map 2-2io, Map 2-2ip, Map 2-2iq, Map 2-2ir, Map 2-2is, Map 2-2it, Map 2-2iu, Map 2-2iv, Map 2-2iw, Map 2-2ix, Map 2-2iy, Map 2-2iz, Map 2-2ja, Map 2-2jb, Map 2-2jc, Map 2-2jd, Map 2-2je, Map 2-2jf, Map 2-2jg, Map 2-2jh, Map 2-2ji, Map 2-2jj, Map 2-2jk, Map 2-2jl, Map 2-2jm, Map 2-2jn, Map 2-2jo, Map 2-2jp, Map 2-2jq, Map 2-2jr, Map 2-2js, Map 2-2jt, Map 2-2ju, Map 2-2jv, Map 2-2jw, Map 2-2jx, Map 2-2jy, Map 2-2jz, Map 2-2ka, Map 2-2kb, Map 2-2kc, Map 2-2kd, Map 2-2ke, Map 2-2kf, Map 2-2kg, Map 2-2kh, Map 2-2ki, Map 2-2kj, Map 2-2kk, Map 2-2kl, Map 2-2km, Map 2-2kn, Map 2-2ko, Map 2-2kp, Map 2-2kq, Map 2-2kr, Map 2-2ks, Map 2-2kt, Map 2-2ku, Map 2-2kv, Map 2-2kw, Map 2-2kx, Map 2-2ky, Map 2-2kz, Map 2-2la, Map 2-2lb, Map 2-2lc, Map 2-2ld, Map 2-2le, Map 2-2lf, Map 2-2lg, Map 2-2lh, Map 2-2li, Map 2-2lj, Map 2-2lk, Map 2-2ll, Map 2-2lm, Map 2-2ln, Map 2-2lo, Map 2-2lp, Map 2-2lq, Map 2-2lr, Map 2-2ls, Map 2-2lt, Map 2-2lu, Map 2-2lv, Map 2-2lw, Map 2-2lx, Map 2-2ly, Map 2-2lz, Map 2-2ma, Map 2-2mb, Map 2-2mc, Map 2-2md, Map 2-2me, Map 2-2mf, Map 2-2mg, Map 2-2mh, Map 2-2mi, Map 2-2mj, Map 2-2mk, Map 2-2ml, Map 2-2mm, Map 2-2mn, Map 2-2mo, Map 2-2mp, Map 2-2mq, Map 2-2mr, Map 2-2ms, Map 2-2mt, Map 2-2mu, Map 2-2mv, Map 2-2mw, Map 2-2mx, Map 2-2my, Map 2-2mz, Map 2-2na, Map 2-2nb, Map 2-2nc, Map 2-2nd, Map 2-2ne, Map 2-2nf, Map 2-2ng, Map 2-2nh, Map 2-2ni, Map 2-2nj, Map 2-2nk, Map 2-2nl, Map 2-2nm, Map 2-2nn, Map 2-2no, Map 2-2np, Map 2-2nq, Map 2-2nr, Map 2-2ns, Map 2-2nt, Map 2-2nu, Map 2-2nv, Map 2-2nw, Map 2-2nx, Map 2-2ny, Map 2-2nz, Map 2-2oa, Map 2-2ob, Map 2-2oc, Map 2-2od, Map 2-2oe, Map 2-2of, Map 2-2og, Map 2-2oh, Map 2-2oi, Map 2-2oj, Map 2-2ok, Map 2-2ol, Map 2-2om, Map 2-2on, Map 2-2oo, Map 2-2op, Map 2-2oq, Map 2-2or, Map 2-2os, Map 2-2ot, Map 2-2ou, Map 2-2ov, Map 2-2ow, Map 2-2ox, Map 2-2oy, Map 2-2oz, Map 2-2pa, Map 2-2pb, Map 2-2pc, Map 2-2pd, Map 2-2pe, Map 2-2pf, Map 2-2pg, Map 2-2ph, Map 2-2pi, Map 2-2pj, Map 2-2pk, Map 2-2pl, Map 2-2pm, Map 2-2pn, Map 2-2po, Map 2-2pp, Map 2-2pq, Map 2-2pr, Map 2-2ps, Map 2-2pt, Map 2-2pu, Map 2-2pv, Map 2-2pw, Map 2-2px, Map 2-2py, Map 2-2pz, Map 2-2qa, Map 2-2qb, Map 2-2qc, Map 2-2qd, Map 2-2qe, Map 2-2qf, Map 2-2qg, Map 2-2qh, Map 2-2qi, Map 2-2qj, Map 2-2qk, Map 2-2ql, Map 2-2qm, Map 2-2qn, Map 2-2qo, Map 2-2qp, Map 2-2qq, Map 2-2qr, Map 2-2qs, Map 2-2qt, Map 2-2qu, Map 2-2qv, Map 2-2qw, Map 2-2qx, Map 2-2qy, Map 2-2qz, Map 2-2ra, Map 2-2rb, Map 2-2rc, Map 2-2rd, Map 2-2re, Map 2-2rf, Map 2-2rg, Map 2-2rh, Map 2-2ri, Map 2-2rj, Map 2-2rk, Map 2-2rl, Map 2-2rm, Map 2-2rn, Map 2-2ro, Map 2-2rp, Map 2-2rq, Map 2-2rr, Map 2-2rs, Map 2-2rt, Map 2-2ru, Map 2-2rv, Map 2-2rw, Map 2-2rx, Map 2-2ry, Map 2-2rz, Map 2-2sa, Map 2-2sb, Map 2-2sc, Map 2-2sd, Map 2-2se, Map 2-2sf, Map 2-2sg, Map 2-2sh, Map 2-2si, Map 2-2sj, Map 2-2sk, Map 2-2sl, Map 2-2sm, Map 2-2sn, Map 2-2so, Map 2-2sp, Map 2-2sq, Map 2-2sr, Map 2-2ss, Map 2-2st, Map 2-2su, Map 2-2sv, Map 2-2sw, Map 2-2sx, Map 2-2sy, Map 2-2sz, Map 2-2ta, Map 2-2tb, Map 2-2tc, Map 2-2td, Map 2-2te, Map 2-2tf, Map 2-2tg, Map 2-2th, Map 2-2ti, Map 2-2tj, Map 2-2tk, Map 2-2tl, Map 2-2tm, Map 2-2tn, Map 2-2to, Map 2-2tp, Map 2-2tq, Map 2-2tr, Map 2-2ts, Map 2-2tt, Map 2-2tu, Map 2-2tv, Map 2-2tw, Map 2-2tx, Map 2-2ty, Map 2-2tz, Map 2-2ua, Map 2-2ub, Map 2-2uc, Map 2-2ud, Map 2-2ue, Map 2-2uf, Map 2-2ug, Map 2-2uh, Map 2-2ui, Map 2-2uj, Map 2-2uk, Map 2-2ul, Map 2-2um, Map 2-2un, Map 2-2uo, Map 2-2up, Map 2-2uq, Map 2-2ur, Map 2-2us, Map 2-2ut, Map 2-2uu, Map 2-2uv, Map 2-2uw, Map 2-2ux, Map 2-2uy, Map 2-2uz, Map 2-2va, Map 2-2vb, Map 2-2vc, Map 2-2vd, Map 2-2ve, Map 2-2vf, Map 2-2vg, Map 2-2vh, Map 2-2vi, Map 2-2vj, Map 2-2vk, Map 2-2vl, Map 2-2vm, Map 2-2vn, Map 2-2vo, Map 2-2vp, Map 2-2vq, Map 2-2vr, Map 2-2vs, Map 2-2vt, Map 2-2vu, Map 2-2vv, Map 2-2vw, Map 2-2vx, Map 2-2vy, Map 2-2vz, Map 2-2wa, Map 2-2wb, Map 2-2wc, Map 2-2wd, Map 2-2we, Map 2-2wf, Map 2-2wg, Map 2-2wh, Map 2-2wi, Map 2-2wj, Map 2-2wk, Map 2-2wl, Map 2-2wm, Map 2-2wn, Map 2-2wo, Map 2-2wp, Map 2-2wq, Map 2-2wr, Map 2-2ws, Map 2-2wt, Map 2-2wu, Map 2-2wv, Map 2-2ww, Map 2-2wx, Map 2-2wy, Map 2-2wz, Map 2-2xa, Map 2-2xb, Map 2-2xc, Map 2-2xd, Map 2-2xe, Map 2-2xf, Map 2-2xg, Map 2-2xh, Map 2-2xi, Map 2-2xj, Map 2-2xk, Map 2-2xl, Map 2-2xm, Map 2-2xn, Map 2-2xo, Map 2-2xp, Map 2-2xq, Map 2-2xr, Map 2-2xs, Map 2-2xt, Map 2-2xu, Map 2-2xv, Map 2-2xw, Map 2-2xx, Map 2-2xy, Map 2-2xz, Map 2-2ya, Map 2-2yb, Map 2-2yc, Map 2-2yd, Map 2-2ye, Map 2-2yf, Map 2-2yg, Map 2-2yh, Map 2-2yi, Map 2-2yj, Map 2-2yk, Map 2-2yl, Map 2-2ym, Map 2-2yn, Map 2-2yo, Map 2-2yp, Map 2-2yq, Map 2-2yr, Map 2-2ys, Map 2-2yt, Map 2-2yu, Map 2-2yv, Map 2-2yw, Map 2-2yx, Map 2-2yy, Map 2-2yz, Map 2-2za, Map 2-2zb, Map 2-2zc, Map 2-2zd, Map 2-2ze, Map 2-2zf, Map 2-2zg, Map 2-2zh, Map 2-2zi, Map 2-2zj, Map 2-2zk, Map 2-2zl, Map 2-2zm, Map 2-2zn, Map 2-2zo, Map 2-2zp, Map 2-2zq, Map 2-2zr, Map 2-2zs, Map 2-2zt, Map 2-2zu, Map 2-2zv, Map 2-2zw, Map 2-2zx, Map 2-2zy, Map 2-2zz

Date Issued:
City of Madison Department of Planning and Development, Planning Unit

0 1 Miles

City of Madison
COMPREHENSIVE PLAN



FORM A

SIGNATURE AFFIDAVIT

Note: This form must be returned with your proposal response.

PART I:

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Proposer shall provide the complete information requested below. Include the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

Proposal Invalid Without Signature	
SIGNATURE OF PROPOSER:	DATE:
NAME AND TITLE OF PROPOSER:	COMPANY NAME:
TELEPHONE:	ADDRESS:
FAX NO.:	

Person to Be Contacted If There Are Questions about Your Proposal (if different from above)	
NAME:	TITLE:
TELEPHONE:	FAX NO.:



PART II: RESPONSE SUBMITTAL CHECKLIST

The undersigned hereby acknowledges the receipt and/or submittal of the following forms:
(Initial all applicable forms)

		Initial to acknowledge receipt of RFP Documents	<u>Required Submittals Checklist</u> Initial all submitted documents
Request for Proposal			
Section A: Proposal Information, Terms and Conditions			
Section B: Project Scope and Services			
Section C: Scope of Work			
Addendum No. ____ Dated: _____			
Addendum No. ____ Dated: _____			
Addendum No. ____ Dated: _____			
Attachment A: Sample Contract for Purchase of Services			
Tab 1	General Information and Signatures <ul style="list-style-type: none"> • Signature Affidavit - Parts I and II (Form A) • Vendor Profile Sheet (Form B) 		
Tab 2	Vendor Information <ul style="list-style-type: none"> • Executive Summary • Qualifications • Experience • Bidder References (Form C) • Disclosure of Contract Failures/Litigations 		
Tab 3	Proposed Information <ul style="list-style-type: none"> • Organization Management Approach • Technical Approach 		
Tab 4	Cost Proposal		

Company Name (print or type)

Proposer's Name and title (print or type)

Date

Signature



FORM B

VENDOR PROFILE

1. Proposing Company Name: _____

2. FEIN _____ OR SOCIAL SECURITY NO. _____
(If Sole Proprietorship) SSN to be provided if awarded the contract _____

DUNN AND BRADSTREET NO. _____

3. Form of Organization: Corporation Limited Liability Company General Partnership
 Sole Proprietor Unincorporated Association Other: _____

4. Location of Main Office:

ADDRESS _____

CITY _____ STATE _____ ZIP + 4 _____

5. Location of Office servicing City of Madison account:

ADDRESS _____

CITY _____ STATE _____ ZIP + 4 _____

6. Principal Information and Contact:

NAME _____ TITLE: _____

TEL _____ TOLL FREE TEL _____

FAX _____ E-MAIL ADDRESS _____

7. Contact Person in the event there are questions about your proposal:

NAME _____ TITLE: _____

TEL _____ TOLL FREE TEL _____

FAX _____ E-MAIL ADDRESS _____

8. Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing:

NAME _____ TITLE: _____

TEL _____ TOLL FREE TEL _____

FAX _____ E-MAIL ADDRESS _____

ADDRESS _____

CITY _____ STATE _____ ZIP + 4 _____

9. Affirmative Action Contact:

The successful Consultant, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year in which the contract takes effect is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

NAME _____ TITLE: _____

TEL _____ TOLL FREE TEL _____

FAX _____ E-MAIL ADDRESS _____

ADDRESS _____

CITY _____ STATE _____ ZIP + 4 _____

10. Local Preference Status:

The City of Madison recently adopted a local preference purchasing policy that would grant a 5 percent request for proposal scoring preference to Dane County based proposers. Proposers seeking to obtain local preference status must meet specific criteria and register online at <http://www.ci.madison.wi.us/business/localPurchasing/index.cfm>.

_____ We are a registered local vendor

_____ We intend to register as a local vendor



See Section B, par. 11.2 for information required on the following areas. Use additional sheets as necessary.

FORM C

BIDDER REFERENCES

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or
Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or
Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or
Service(s) Used

Company Name

Address (include ZIP)

Contact Person

Phone No.

Product(s) and/or
Service(s) Used



ATTACHMENT A

CONTRACT FOR PURCHASE OF SERVICES
between the City of Madison and Full Contractor Name

1. **PARTIES.**

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other:_____.

2. **PURPOSE.**

The purpose of this contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

(Attach and label documents as necessary.)

4. **TERM AND EFFECTIVE DATE.**

This contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section



24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above.

11. NO WAIVER.

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. NON-DISCRIMINATION.

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

13. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 3.58(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000	\$25,000 OR MORE
	Aggregate Annual Business with the City*	Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 3.58(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

RELEASE OF PAYMENT: (MGO 3.58(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.



ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall 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 City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)



14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the City Comptroller, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

17. **GOODWILL.**

Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire



directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.

- B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. GENERAL

- (1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.
- (3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.
- (7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this agreement, including any amendments under Section 9 of this agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated:

Commercial General Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability:
Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability



in the same amount. The subcontractor shall maintain a similar policy covering as insured each subcontractor.

Automobile Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage. Subcontractors shall maintain a similar policy covering as insured each subcontractor.

Worker's Compensation

Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

Professional Liability

The Contractor shall maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

As evidence of the above listed coverages, a Certificate of Insurance, a copy of the policy showing the relevant endorsement(s), and a cover letter identifying this Contract shall be forwarded to the City Comptroller, Attention: Risk Manager, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703-3345, prior to the beginning of work under this contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.



IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

(Witness)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
David J. Cieslewicz, Mayor

Date: _____

Approved:

Dean Brassler, City Comptroller

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael P. May, City Attorney

Date: _____

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: _____
Randy A. Whitehead, Accountant 4
Designee of Comptroller

_____ Date

Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the contract is exempt from competitive bidding under 4.26(4)(a)
- (c) The City Attorney has approved the form of the contract.
- (d) The contract complies with other laws, resolutions and ordinances.
- (e) The contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the contract, the Common Council must authorize the contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)