

RFP 8422-0-2015/RR

Full-Service Grocery Store Verona Rd/Allied Dr Neighborhood

Request for Proposals (RFP) for a full-service affordable grocery store located south of the Verona Road and Beltline Highway interchange with up to \$300,000 of financing assistance from the City of Madison in the form of a low-interest and/or forgivable loan.

RFP Directions:

Respond to all items in Sections C, D and F and return all forms in Appendix G. Sections A, B and E will provide additional information for your proposal and process.

Please submit all responses and direct all questions to the Points of Contact listed below:

City of Madison

C/O Ruth Rohlich, Business Development Specialist

215 Martin Luther King, Jr. Blvd. Room 312

Madison, WI 53703

(608) 267-4933

rrohlich@cityofmadison.com

Please submit a copy of all responses to:

Mark Woulf

Director, Food and Alcohol Policy

Office of Mayor Paul R. Soglin

210 Martin Luther King, Jr. Blvd. Room 403

Madison, WI 53703

(608) 266-4611

mwoulf@cityofmadison.com

Table of Contents

A. Purpose of the RFP

- 1. Overview**
- 2. Background**
- 3. Proposal deadline and submission information**
- 4. Format and delivery of proposals**
- 5. Addenda**
- 6. Bid Distribution Networks**

B. Award Information and Conditions

- 1. Letter of intent to apply**
- 2. Loan terms**
- 3. Other considerations**

C. Project Qualifications and Requirements

- 1. Minimum requirements**
- 2. Additional considerations**

D. Budget and Financials

- 1. Budget details**
- 2. Program sustainability plan**

E. Evaluation Criteria

F. General Conditions

G. Appendices

1. Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood
2. Allied Area Drive Maps 1 and 2
3. Area demographic information
4. Letter of intent to apply
5. Required forms for full proposal
 - A) Signature Affidavit
 - B) Receipt of forms and submittal checklist
 - C) Vendor Profile

A. Purpose of the Request for Proposals (RFP).

1. Overview

The City of Madison is looking at ways to address food access issues and economic redevelopment priorities in the Verona Road/Allied Drive neighborhood. As a result three priority areas were established to address the support of a full-service affordable grocery store, the feasibility of a neighborhood or community center and long-term, inclusive, economic development of the area.

This Request for Proposal addresses Priority Area 1 of the full recommendation. Please see the full recommendation, “Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood”, in Appendix 1.

The City of Madison will make up to \$300,000 available for financial assistance in the form of a low interest and partially forgivable loan for either the acquisition of property or working capital in the Allied Drive neighborhood to incentivize the establishment of a full service affordable grocery store.

Recognizing that there is a need to incentivize the opening of a full service affordable grocery, the loan will be low-interest and may be forgivable if certain criteria are met. Proposals for the funds will be solicited and reviewed initially by the Verona Road/Allied Drive City of Madison Staff Team who will make recommendations to the Economic Development Committee and the Madison Food Policy Council with a final approval by the Madison Common Council.

The City of Madison’s goal is to reinvest repayments made on the loan in other neighborhoods within the City of Madison experiencing food access issues. This will be done through the Healthy Food Retail Project, as approved in the 2015 Capital Budget.

2. Background

The lack of adequate access to healthy, affordable, and culturally appropriate food is an issue for many Madisonians. Some neighborhoods are especially impacted by symptoms of poverty that include the lack of access to a quality food retail option. Historically, the Allied Drive/Dunn’s Marsh neighborhood has overcome many challenges related to food access, especially through a traditional grocery. A few grocery stores over the years have invested in the area, but failed to maintain long-term success. Walgreens operated in the area for over 20 years and closed in January 2015 as a result of a combination of corporate restructuring and road construction issues.

There is hope for the future. A major reconstruction of Verona Road and the interchange at the Beltline Highway promises to improve the access to the commercial district and connectedness between the neighborhoods across Verona Road. The City of Madison continues major investment in affordable housing within the neighborhood. And, many community leaders are

actively leading efforts to empower residents with the jobs and quality services needed for a long, healthy, and prosperous life.

It is clear through many conversations with area grocers and land holders that there is interest across the grocery industry in the area in the long-term. The City of Madison strongly believes that a full-service affordable grocery is financially viable in this area. Major barriers in the short-term include ongoing road reconstruction on Verona Road and this is why the City acknowledges the market may not support a grocery store to open in 2015. To that end, the City seeks to cover the “market gap” through the availability of these funds.

3. Proposal Deadline and Submission Information

Issue Date of RFP	March 26, 2015
Interested applicant Q&A Meeting/Teleconference	April 23, 2015 3pm CST*
Letter of Intent to Apply	May 15, 2015 4pm CST
Request for Proposals Due Date	June 15, 2015 4pm CST
Staff Team Review	June 16 – June 29, 2015
Staff Recommendation Selection Announced	June 30, 2015

***To RSVP for the meeting/teleconference please call or e-mail Ruth Rohlich, 608-267-4933, rrohlich@cityofmadison.com.**

4. Format and Delivery of Proposals

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

The City will not consider illegible Proposals.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

All Proposals must be clearly labeled:

Proposers Name and Address

RFP #8422-0-2015/RR

TITLE: Full-Service Grocery Store Verona Rd/Allied Dr Neighborhood

DUE: Monday, June 15, 2015 by 4pm CST

All email correspondence must include RFP#8422-0-2015/RR in the subject line.

Delivery of hard copies to:

Ruth Rohlich, Business Development Specialist

215 Martin Luther King Jr. Blvd.

Room 312, Madison Municipal Building

Madison, WI 53703

Delivery of electronic copy to:

Via email to rrohlich@cityofmadison.com or on a commonly used media with the hard copies.

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

5. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Failure to retrieve addenda and include their provisions may result in disqualification.

6. Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification.

Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System

State of Wisconsin and local agencies bid network. Registration is free.

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

DemandStar by Onvia

National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities:

<http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm>

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

To Register: www.onvia.com/WAPP

B. Award Information and Conditions

1. Letter of Intent to Apply

Please fill out and return the Letter of Intent to Apply (Appendix G.4) by May 15, 2015 4pm CST.

2. Loan Terms

a) This is a loan from the City of Madison, as such the borrower will be

obligated to adhere to standard terms and conditions. These requirements may differ for operators vs. developers.

- b) Note not to exceed 10 years with possibility to provide interest only payments for first 3 years with amortization schedule beginning in the 4th year.
- c) Interest rate between 0% - prime+1% depending on the project.
- d) Loan management and origination fees paid by borrower's 1% of total loan.
- e) Loans not collateralized with commercial real estate may require a personal guarantee from the borrower.
- f) Loan principal not to exceed \$300,000.
- g) Final loan terms are subject to negotiation.

3. **Other Considerations**

- a) If a proposal responds to the additional considerations section in Section C-2, the terms of the loan may be considered to include a portion of the principal as forgivable. If a proposal is requesting a portion of the loan be forgivable, it must be stated in the budget (Section D). All requests, even if a proposal is initially selected, are subject to negotiation with the City.
- b) The loan may be issued to either a property owner and/or operator of the grocery operation. It must be made clear in the proposal which party is to receive the loan and is responsible for the repayment.
- c) The City would consider larger redevelopment plans that include a full service grocery store. Please take into consideration Priority Area #3 from the "Recommendations to secure a full-service grocery store in the Allied Drive neighborhood" (Appendix 1). We recognize a more comprehensive development project may require additional City, State or Federal resources. Please clarify the larger development plan in your letter of intent and in your application and identify other sources of funding you would be seeking for such a project.

C. Project Qualifications and Requirements. All respondents shall respond to each item within this section.

- 1. **Minimum Requirements**--In order for a proposal to be considered, the response must include the following items:

a) This RFP is open to business operators and/or property owners. There must be agreements in place that show intent to lease and intent to operate a grocery. The proposed location must be within the parameters of what is being defined as the Allied Drive/Verona Road area by the attached area map titled *Allied Drive/Verona Road Area Map 1*.

- **For Lessees:** Demonstrated evidence of site control of lessee. We recognize that some submissions will include a lease agreement with the property owner. Documentation of intent to lease to the grocery operator will be needed for us to assess the validity of the proposal. Lease language will need to demonstrate an agreement that would continue for a term of no less than ten years, including in the event of change in ownership.
- **For Owners:** If a property owner is interested in applying for these funds they must have an intent to lease agreement with a grocery operator that meets the requirements as stated in this RFP and be able to provide documentation to the city to assess validity of proposal.

b) Detailed description of the proposed grocery store concept that includes:

- The business name in which the store will be operating under and a listing of current operations by the franchise, franchisee, and/or the company with controlling interest in the proposed store.
- Brief history of the business and experience in grocery retail operations.
- Resumes or brief biographies of principal project and store managers.
- A preliminary floor plan that demonstrates estimated square footage of store and the layout in terms of different store departments.

c) A construction and/or development schedule that estimates the project commencement and completion.

d) The store must offer SNAP (FoodShare) and WIC redemption.

e) Required forms for full proposal (Appendix 5)

2. **Additional Considerations** –Strong proposals will respond to as many components in this section as possible. Please keep in mind that all proposals that

respond to the minimum requirements will be considered, but the City of Madison and the community are both committed to delivering the following components of a project:

- a) The proposal includes a full-service affordable grocery store for the Verona Road corridor, adjacent to the Allied Drive neighborhood. For the purposes of this Request for Proposals, note the following definitions:
 - o **Full-service:**
 - Provide a minimum of 6,000 square feet of retail space for a general line of food and non-food grocery products intended for home preparation, consumption and utilization;
 - Provide at least 50 percent of a general line of food products intended for home preparation, consumption and utilization;
 - Provide at least 30 percent of retail space for perishable goods that include dairy, fresh produce, fresh meats, poultry, fish and frozen foods; and
 - Provide at least 500 square feet of retail space for fresh produce.
 - o **Affordable:** The concept is considered to be “discount” within the grocery industry (e.g. offering store brand products and/or bulk items). The proposed store is able to demonstrate experience operating the concept within a lower-income area.
 - o **Adjacent to the Allied Drive neighborhood:** The proposed grocery site is located on the Southeast side of Verona Road as defined by the attached area map titled *Allied Drive Area Map 2*.
- b) The operating team of the store demonstrates a commitment to hiring from within the Allied Drive/Dunn’s Marsh neighborhood.
- c) The proposed store reflects the diversity of the neighborhood by catering retail options to the culture of the area residents.
- d) Ability to open and begin operations by end of 2015 or, early 2016.
- e) Pharmacy or pharmacy connections to retail operations.
- f) Will offer delivery services for residents living within one-mile.
- g) Locally owned or franchised and/or management control at a local level.
- h) Minority ownership and/or management.
- i) Programs or initiatives to support and connect the store with the community and demonstration of establishing relationships with existing community organizations, such as the Allied Community Co-op and neighborhood associations.

D. Budget and Financials.

We are looking for creative and functional proposals from a wide variety of businesses in the grocery and food retail space.

The City does, however, need proof that applicants understand the retail food market in this area, have demonstrated knowledge of the financial benefits and challenges of opening and operating a full service retail grocery store in the defined area and have access to additional monies needed to open and successfully manage a food retail operation for at least 10 years.

Preliminary cost estimates as to what it would take for a retail food operation to build/build out a facility and operate that facility for 3-5 years, and then more general financial projections from the 5th-10th years of operation are required in this submission. These projections should include other sources of outside financing that could be/may be used by the applicant.

If a proposal is chosen the applicants most likely will be required to submit additional documentation, financial records and possibly a personal guarantee for any borrowed funds, even if a percentage of the funds are in the form of forgivable loans.

1. Budget Details.

a) Please provide budget details, by itemization, that include, but are not limited to, cost estimates for the following items:

- i.** Capital costs of the project.
- ii.** Staffing of the retail operation.
- iii.** Three to five year projection of the revenues versus costs and a more general projection of solvency over ten year period from date of issuance of city loan.
- iv.** Specifics on the utilization of city loan funds and a proposed model and schedule for the repayment of loan.
- v.** Other funding sources both secured and projected (City or other government funding, private loans, etc).
- vi.** Other (if applicable).

2. Program Sustainability Plan.

a) Assuming the city loan funds are necessary for covering a “market gap,” please describe the vision for a sustainable, successful business five and ten years from now.

b) Please describe other assistance in your initial phases of the project that would be helpful in maximizing immediate success.

c) The City is committed to the long-term development of the area. Please indicate your willingness to partner with the neighborhood and the City of Madison in the economic development of the area.

E. Evaluation Criteria. *Qualification factors will be weighted as shown.*

- Level of Response to Minimum Requirements: 25%
- Budget Analysis/Feasibility: 35%
- Level of Response to Additional Considerations: 30%
- Sustainability Plan: 10%

Selection Procedures: All bids will be reviewed initially by the Verona Road/Allied Drive City of Madison Staff Team who will make recommendations to the Economic Development Committee, the Madison Food Policy Council and the Board of Estimates with a final approval by the Madison Common Council. This process will commence June 2015. All applicants should be prepared to submit additional information if prompted by city staff or the public committees reviewing the proposals.

F. General Conditions

Because the loan may be granted to either a developer, property owner or grocery operator these terms will be dependent on the borrower and what the loan is being used for.

Terms

The terms “Developer” and “Proposer” may be used interchangeably in this section.

Restriction on Communications

All communications relating to this RFP must be directed to:

C/O Ruth Rohlich, Business Development Specialist

215 Martin Luther King, Jr. Blvd. Room 312

Madison, WI 53703

(608) 267-4933

rrohlich@cityofmadison.com

Any contacts of other City staff will be referred to the Points of Contact listed on page 1 in writing. In any written communications, please insert "Allied Grocery Store" in the subject line.

Oral Presentations/Site Visits/Pre Submission Meetings

Proposers may be asked to attend pre-submission meetings, make oral presentations, inspect City locations as part of this RFP process. Such presentations, meetings or site visits will be at the proposer’s expense.

Acceptance/Rejection

The City reserves the right to accept or reject any or all RFP submissions, in whole or in part, and to waive any informalities or technicalities, and to negotiate independently with a Proposer 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 RFP. The City expressly reserves the right to reject any and all RFP submissions without indicating any reasons for such rejection(s). The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this RFP at any time without prior notice.

Incurring Costs

This RFP does not commit the City to award a contract, pay any costs incurred in preparation of the submissions, or to procure or contract for services or equipment.

Proposer’s Responsibility

Proposers shall examine this RFP and associated documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of this RFP.

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 proposed project.

Proposal Content

The evaluation and selection of the team(s) will be based on the information submitted in the submission plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Withdrawal or Revisions to the RFP

A proposer may, without prejudice, withdraw a submission prior to the date and time specified for receipt of submissions 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, no submission may be withdrawn by the proposer for a period of 90 days or as otherwise specified or provided by law.

Any proposer may modify its submission by fax communication to the City of Madison Point of Contact at any time prior to due date for RFP submissions.

Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the RFP submissions if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the scope. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the party from full compliance with RFP specifications if the proposer is selected. The determination of materiality is in the sole discretion of the City.

Multiple Project Concepts

Multiple project concepts from proposers are permitted; however, each must fully conform to the RFP requirements. Proposers must sequentially label (e.g. Proposals #1, Proposals #2) and separately package each Proposals. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

Public Information

All information submitted in the response to this RFP may be made available for public inspection according to public records laws of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.6(5)

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

s. 134.90(1)(c)

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

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

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

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

Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all general and technical questions, those concerning due dates, terms and/or submittals, and those concerning specifications and/or scope of work, to the Ruth Rohlich, either by phone or in writing.

Furthermore, Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify Ruth Rohlich and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see section A 5. Proposers are strongly encouraged to check for addenda regularly.

Proposer acknowledges that exceptions to any portion of this RFP may jeopardize acceptance of the submission. The proposer must clearly indicate the exceptions taken and include a full explanation. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the RFP.

Hold Harmless

By participation in this RFP process, development teams agree to hold harmless the City of Madison, its officers, employees, and consultants from all claims, liabilities and costs related to all aspects of the development team selection process.

Standard City Requirements:

The following City requirements do not include all City-required clauses but are a selection of clauses which may be mandatory depending on the terms of the proposal. The insurance provisions, once the structure of the transaction is known may be revised at the discretion of the City Risk Manager and City Attorney.

EXHIBIT A

1. Workforce Utilization. Developer agrees that, within thirty (30) days after the effective date of this Agreement, Developer will provide to the City of Madison Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

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

Developer further agrees that, for at least twelve (12) months after the effective date of the Agreement, it will notify the City of Madison Affirmative Action Division of each of its job

openings at facilities in Dane County for which applicants not already employees of Developer are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. Developer agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by Developer, and if the referral is timely. A referral is timely if it is received by Developer on or before the date stated in the notice.

2. Affirmative Action. Developer shall comply with the following Affirmative Action Articles of Agreement. For purposes of this Section 2, the word “Developer” shall mean Developer, its contractors and subcontractors.

Affirmative Action. As used in this Section 20, the term "Developer" means Developer and all contractors, subcontractors who perform work on the Project whenever said persons, firms or corporations are not exempt under the provisions of Sec. 39.02 of the Madison General Ordinances.

Article I

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

Article III

The Developer 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

Developer'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 only to non-public works contracts.)

The Developer agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Developer 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 CFR 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.

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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 CFR 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 is not applicable)

Article VI

The Developer will maintain records as required by Section 39.02 (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 39.02(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 Developer's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.02 and 39.03 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the Developer ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Developer 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 Developer in the manner described above. The preceding sentence shall not be construed to prohibit a prime Developer from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

(This article is not applicable)

Article IX

The Developer 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.)

Equal Benefits. For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

Notification of Position Openings. Developer agrees to notify the State of Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC 2832 of any positions to be filled in Dane County, as required by Sec. 66.1105(6c), Wis. Stats.

Indemnification.

a. Developer shall indemnify, save harmless and defend the City, 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, its officials, officers, agents or employees for damages because of bodily injury or death, sustained by any person, persons or property, arising from, in connection with, caused by or resulting from Developer's or its agents' or employees' acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the City, its officials, officers, agents or employees.

b. Developer agrees to indemnify and hold the City harmless from and against, and shall reimburse the City for, any and all loss, claim, liability, damages (to person, property, or natural resources), cost, expense, action or cause of action, arising in connection with the release or presence on the Property of any Hazardous Substance, whether foreseeable or unforeseeable, including, without limitation, all costs of removal and disposal of such Hazardous Substances, all costs of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental Laws, all costs associated with claims for damages to persons or property, and the City's reasonable attorneys' and consultants' fees and court costs.

c. Developer also agrees to indemnify, save harmless and defend the City, its officers, agents and employees from any and all liabilities, losses or damages (including attorneys' fees and

costs) the City, its officers, agents and employees may suffer as a result of Developer's not completing the Project pursuant to this Agreement or which may result from an event of default under the terms and conditions of this Agreement.

d. The provisions of this section shall survive termination of this Agreement and shall be in addition to any other rights and remedies of the City.

Insurance.

Developer shall provide and will continuously maintain or cause to be maintained the following types of insurance in the following amounts:

a. Commercial General Liability. Commercial General Liability insurance, including but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City's Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall provide contractual liability in the same amount. Developer's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds;

b. Worker's Compensation. Statutory Worker's Compensation insurance as required by the State of Wisconsin. Developer shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit; and

c. Umbrella Policy. Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Employers Liability with minimum limits of \$10,000,000 per occurrence.

d. Professional Liability. Developer shall procure and maintain professional liability insurance with coverage of not less than \$5,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Developer's work performed under the Agreement. This Professional Liability coverage shall remain in force for a period of six (6) years after the final certificate of occupancy for the project has been issued.

The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Developer shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies to the City prior to execution of the Agreement, for approval by the City's Risk Manager. Developer shall provide copies of additional insured endorsements or insurance policies, if requested by the Risk Manager.

Developer and/or its insurer(s) shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of the Agreement.

Nondiscrimination Based on Disability. Developer assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, “Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities,” and agrees to ensure that any subcontractor who performs any part of this Agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by Developer and any subcontractor, with section 39.05(4) of the Madison General Ordinances, “Discriminatory Actions Prohibited.” Developer may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: Developer assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified person with a disability with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the Developer’s program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from Developer.

Developer shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

APPENDIX #1
RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE



Department of Planning & Community & Economic Development

Economic Development Division

Madison Municipal Building, Suite 312
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P.O. Box 2983
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Office of Business Resources

Matthew B. Mikolajewski,
Manager
(608) 267-8737
Dan Kennelly
(608) 267-1968
Ruth Rohlich
(608) 267-4933
Peggy Yessa
(608) 267-8721

To: Mayor Soglin & Members of the Common Council

From: Verona/Allied Drive Food Retail & Economic Redevelopment Staff Team

Date: December 15, 2014

Subject: Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood.

In August of this year we were asked to study and make recommendations to address food access issues and economic redevelopment priorities for the Verona Road/Allied Drive neighborhood. Our staff team established three priority areas as approved by the Madison Common Council November 18, 2014:

Priority Area 1) Secure a full-service affordable grocery store to replace the existing retailer at the same location or at an immediate location in an aggressive timeframe to limit the impact on the neighborhood.

Priority Area 2) Explore the feasibility of a neighborhood or community center or additional services, either within the residential or commercial area to complement the existence of the food retailer and help provide and complement key services and programming.

Priority Area 3) Develop an economic development plan that includes Transit-Oriented Development for the Verona Road/Beltline corridor that capitalizes on the road reconstruction and looks at ways in which the commercial areas can attract multi-use transit-oriented development in the future, building on short-term efforts, including a specific focus on affordability and avoiding displacement of current residents.

We were asked to make recommendations on “Priority Area 1” to the Mayor and Common Council by December 15, 2014. Below are our recommendations as requested.

The following points are important in framing these recommendations:

- We believe our role is to support the efforts and needs of the neighborhood.
- The Allied Drive Neighborhood is an important part of the City of Madison because it serves as a home for many Madisonians with working and lower incomes. The City invested heavily in the creation of affordable housing options for individuals and families in this neighborhood. We recognize the importance of having affordable housing options in a City that is experiencing rapid economic growth and very low vacancy rates.
- Short term and long term solutions should reflect the wants of the neighborhood while recognizing this is an important commercial intersection for the entire region.

APPENDIX #1

RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE

December 15, 2014

Page 2

- This is a pivotal moment for the commercial district of the area because of the large Verona Road reconstruction project and the closing of the Walgreens.
- Through conversations with neighborhood residents and neighborhood service organizations, we know that Walgreens served as a major source of groceries for the area. Being aggressive and proactive in facilitating an affordable full service grocery is strongly desired by the neighborhood.
- We recognize the City and stakeholders have tried other interventions to improve food access in this geographic area with limited success; we looked at past projects to learn and create solutions.
- Any large financial investment from the City needs to support solutions that have the ability to become long-term city or community assets.
- We recognize that food access and food insecurity are two different, and extremely complicated, issues. Efforts to improve food access will not solve all of the area's food insecurity issues, but is an important step in the right direction. These issues have been studied and surveyed throughout the years and we need new ideas and interventions to address these issues. When researching the current needs of the neighborhood we looked at past programs, past food retailers experiences, suggested solutions from food industry leaders, neighborhood activists and residents.

We believe working aggressively to secure a long-term solution to food access issues in the area is the best way to create a stronger community from which the neighborhood can build to create other opportunities for economic growth.

Recommendations:

- 1) **Financial assistance in securing a full-service, affordable, grocery store.**
Allocate funds, not to exceed \$300,000 for financial assistance in the form of a low interest or forgivable loan for either the acquisition of property or working capital in the Allied Drive neighborhood to incentivize the establishment of a full service affordable grocery store.

The City's allocation of funds will require a budget amendment. In addition, a process will be established for the issuance of funds. This process should be established with guidance from the Food Policy Council and the Economic Development Committee.

- 2) **Encouragement and financial support of the Allied Cooperative.**
The Allied Cooperative is a leader in the discussion surrounding the closing of Walgreens in the Verona Road-Allied Drive neighborhood. They are exploring ways to address food insecurity in their neighborhood. This work looks beyond just food access and explores ways to create a cooperative business model that could establish a small, corner store that would provide limited food access to residents in the area and/or worker owned businesses that could provide employment and economic advancement for neighborhood residents possibly in small scale food production or other light manufacturing.

We believe strongly that these efforts do not compete with the efforts in Recommendation #1.

The City's Business Development Specialist will continue to work with the Allied Cooperative and their mentors at Willy Street Cooperative (as directed and desired by the Allied Cooperative) to help their business planning process and encourage them to explore potential City funding opportunities like the Emerging Opportunity Grants Program or the Madison Food Policy

APPENDIX #1

RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE

December 15, 2014

Page 3

Council's Healthy Food Retail fund.

We also recognize that their efforts may work well as a project the Cooperative Enterprise Development Program. Funding for the Cooperative Enterprise Development Program is set to begin in 2016 (see attached information sheet). The current direction of the efforts of the Allied Coop is a great example of "creative community problem solving" through worker owned businesses:

*Funding and technical support for **creative community problem solving** through small business creation. This could include assisting the creation of small or corner food businesses in neighborhoods with food insecurity, cooperatives that help create gathering spaces or neighborhood amenity businesses and working with the **trade unions** to set up union cooperatives.*

3) **Short term and "emergency" funds need to be available in this transition period.**

We are concerned that some of the most vulnerable residents of the Allied neighborhood will be deeply affected by the closing of Walgreens. We would like to recommend funding not to exceed \$15,000 to be used for the offset of public transportation and other transportation services for those identified as most vulnerable. Community partners, such as Joining Forces for Families, local WIC Offices (Public Health Madison and Dane County) and Allied Cooperative, will assist in determining the guidelines for such a program. Staff's recommendation is that one of the community partners administers the emergency funds, not the City. Staff recognizes this is an extremely short term, temporary solution that will not extend past the dollar amount agreed upon by Council.

The Walgreen's is planned to close at the end of December. We believe these recommendations address both the short and long term issues facing our friends and neighbors in the Allied Neighborhood.

Respectfully Submitted,

Verona/Allied Drive Food Retail & Economic Redevelopment Staff Team

Ruth Rohlich, Business Development Specialist

Lorri Wendorf-Corrigan, Neighborhood Services Coordinator

Mark Woulf, Food and Alcohol Policy Coordinator

Natalie Erdman, Director – Community Development Authority

Tariq Saqqaf, Neighborhood Resource Team Coordinator

Kathy Andrusz, Chronic Disease Specialist at Public Health Madison and Dane County

Lesly Scot, WIC Supervisor at Public Health Madison and Dane County

Jay Wendt, Principal Planner

James O'Keefe, Director of Community Development

Katherine Cornwell, Director of Planning Division

Matthew Mikolajewski, Manager Office of Business Resources

Don Marx, Manager Real Estate Services



APPENDIX 2 - Map #1

Prepared by Ruth Rohlich, Business Development Specialist

rrohlich@cityofmadison.com 608-267-4933



APPENDIX 2 - Map #2

Prepared by Ruth Rohlich, Business Development Specialist

rrohlich@cityofmadison.com 608-267-4933

**APPENDIX 3
AREA DEMOGRAPHIC INFORMATION**

Project Area Demographics

Consumer Spending Report (3 mile radius around Verona Rd & Atticus Way)

Apparel (2014)			Apparel (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,999	\$113,709	Totals:	\$3,191	\$127,204
Men's Apparel	\$571	\$21,680	Men's Apparel	\$608	\$24,261
Boys' Apparel	\$140	\$5,333	Boys' Apparel	\$149	\$5,951
Women's Apparel	\$1,008	\$38,233	Women's Apparel	\$1,072	\$42,738
Girls' Apparel	\$194	\$7,377	Girls' Apparel	\$205	\$8,208
Infants Apparel	\$132	\$5,027	Infants Apparel	\$140	\$5,593
Footwear	\$454	\$17,246	Footwear	\$474	\$18,903
Apparel Services and Accessories	\$496	\$18,813	Apparel Services and Accessories	\$540	\$21,549
Entertainment (2014)			Entertainment (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$3,500	\$132,689	Totals:	\$3,728	\$148,623
Fees And Admissions	\$960	\$36,401	Fees And Admissions	\$1,048	\$41,786
Video And Audio Equipment	\$1,190	\$45,138	Video And Audio Equipment	\$1,255	\$50,050
Recreational Equipment And Supplies	\$1,349	\$51,150	Recreational Equipment And Supplies	\$1,424	\$56,787
Education (2014)			Education (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,617	\$61,305	Totals:	\$1,770	\$70,566
Books And Supplies	\$225	\$8,535	Books And Supplies	\$246	\$9,830
Tuition	\$1,392	\$52,770	Tuition	\$1,523	\$60,736
Food and Beverages (2014)			Food and Beverages (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$9,363	\$354,952	Totals:	\$9,859	\$393,041
Food At Home	\$4,742	\$179,770	Food At Home	\$4,939	\$196,889
Food Away From Home	\$3,856	\$146,196	Food Away From Home	\$4,099	\$163,413
Alcoholic Beverages	\$764	\$28,986	Alcoholic Beverages	\$821	\$32,740
Gifts (2014)			Gifts (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,748	\$66,270	Totals:	\$1,899	\$75,734
Gifts Of Apparel	\$347	\$13,179	Gifts Of Apparel	\$377	\$15,046
Gifts Of Apparel Accessories	\$44	\$1,703	Gifts Of Apparel Accessories	\$48	\$1,941
Gifts Of Education	\$351	\$13,306	Gifts Of Education	\$381	\$15,195
Gifts Of Recreation	\$119	\$4,527	Gifts Of Recreation	\$129	\$5,171
Gifts Of Food And Beverages	\$161	\$6,106	Gifts Of Food And Beverages	\$174	\$6,974
Gifts Of Household Furnishings And Equipment	\$286	\$10,849	Gifts Of Household Furnishings And Equipment	\$311	\$12,402
Gifts Of Household	\$74	\$2,841	Gifts Of Household	\$81	\$3,235
Gifts Of Transportation	\$93	\$3,547	Gifts Of Transportation	\$102	\$4,089
Gifts Elsewhere Unspecified	\$269	\$10,211	Gifts Elsewhere Unspecified	\$293	\$11,681
Household Furnishings (2014)			Household Furnishings (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,792	\$105,870	Totals:	\$2,996	\$119,430
Household Textiles	\$194	\$7,392	Household Textiles	\$207	\$8,256
Furniture	\$766	\$29,060	Furniture	\$825	\$32,920
Floor Coverings	\$102	\$3,870	Floor Coverings	\$112	\$4,473
Major Appliances	\$318	\$12,059	Major Appliances	\$340	\$13,557
Housewares And Small Appliances	\$1,411	\$53,489	Housewares And Small Appliances	\$1,510	\$60,223
Shelter (2014)			Shelter (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$12,058	\$457,103	Totals:	\$12,854	\$512,407

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3 AREA DEMOGRAPHIC INFORMATION

Mortgage Interest	\$5,003	\$189,671	Mortgage Interest	\$5,372	\$214,156
Property Taxes	\$2,148	\$81,435	Property Taxes	\$2,322	\$92,586
Miscellaneous Owned Dwelling Costs	\$1,664	\$63,112	Miscellaneous Owned Dwelling Costs	\$1,780	\$70,993
Rental Costs	\$2,443	\$92,626	Rental Costs	\$2,498	\$99,610
Other Lodging	\$798	\$30,259	Other Lodging	\$879	\$35,063
Household Operations (2014)			Household Operations (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,325	\$88,165	Totals:	\$2,520	\$100,487
Babysitting And Elderly Care	\$538	\$20,396	Babysitting And Elderly Care	\$583	\$23,244
Household Services	\$420	\$15,923	Household Services	\$454	\$18,127
Alimony And Child Support	\$345	\$13,082	Alimony And Child Support	\$374	\$14,916
Household Supplies	\$1,022	\$38,763	Household Supplies	\$1,108	\$44,200
Personal Care (2014)			Personal Care (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$898	\$34,051	Totals:	\$951	\$37,930
Hair Care	\$69	\$2,647	Hair Care	\$74	\$2,950
Electric Personal Care Appliances	\$17	\$667	Electric Personal Care Appliances	\$18	\$744
Personal Care Services	\$601	\$22,798	Personal Care Services	\$636	\$25,389
Personal Care Products	\$209	\$7,940	Personal Care Products	\$221	\$8,847
Utilities (2014)			Utilities (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$4,222	\$160,060	Totals:	\$4,415	\$175,996
Natural Gas	\$596	\$22,621	Natural Gas	\$626	\$24,992
Electricity	\$1,533	\$58,142	Electricity	\$1,599	\$63,757
Fuel Oil And Other Fuels	\$156	\$5,933	Fuel Oil And Other Fuels	\$164	\$6,539
Telephone Service	\$1,444	\$54,753	Telephone Service	\$1,509	\$60,173
Other Utilities	\$490	\$18,611	Other Utilities	\$515	\$20,535
Reading (2014)			Reading (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$206	\$7,828	Totals:	\$219	\$8,751
Newspapers	\$88	\$3,354	Newspapers	\$94	\$3,752
Magazines	\$42	\$1,607	Magazines	\$45	\$1,796
Books	\$75	\$2,867	Books	\$80	\$3,203
Tobacco (2014)			Tobacco (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$373	\$14,166	Totals:	\$382	\$15,262
Cigarettes	\$336	\$12,748	Cigarettes	\$344	\$13,733
Other Tobacco Products	\$37	\$1,419	Other Tobacco Products	\$38	\$1,529
Transportation (2014)			Transportation (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$12,270	\$465,166	Totals:	\$12,937	\$515,747
New Vehicle Purchase	\$3,270	\$123,981	New Vehicle Purchase	\$3,486	\$138,987
Used Vehicle Purchase	\$1,876	\$71,147	Used Vehicle Purchase	\$1,944	\$77,505
Motorcycles (New And Used)	\$80	\$3,061	Motorcycles (New And Used)	\$84	\$3,381
Vehicle Finance Charges	\$576	\$21,860	Vehicle Finance Charges	\$604	\$24,079
Gasoline And Oil	\$2,664	\$101,019	Gasoline And Oil	\$2,782	\$110,912
Vehicle Repair And Maintenance	\$948	\$35,962	Vehicle Repair And Maintenance	\$997	\$39,776
Vehicle Insurance	\$1,369	\$51,923	Vehicle Insurance	\$1,435	\$57,242
Public Transportation	\$755	\$28,643	Public Transportation	\$822	\$32,776
Other Transportation Costs	\$727	\$27,569	Other Transportation Costs	\$779	\$31,090
Health Care (2014)			Health Care (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$3,692	\$139,971	Totals:	\$3,870	\$154,305
Health Care Insurance	\$1,785	\$67,671	Health Care Insurance	\$1,870	\$74,581
Health Care Services	\$890	\$33,746	Health Care Services	\$932	\$37,179
Health Care Supplies And Equipment	\$1,017	\$38,554	Health Care Supplies And Equipment	\$1,067	\$42,544
Miscellaneous Expenses (2014)			Miscellaneous Expenses (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,025	\$38,868	Totals:	\$1,080	\$43,070
Legal And Accounting	\$123	\$4,667	Legal And Accounting	\$129	\$5,180
Funeral And Cemetery	\$111	\$4,244	Funeral And Cemetery	\$118	\$4,732
Finance Charges Excluding Mortgage And Vehicle	\$662	\$25,119	Finance Charges Excluding Mortgage And Vehicle	\$697	\$27,799
Other Miscellaneous Expenses	\$127	\$4,839	Other Miscellaneous Expenses	\$134	\$5,358
Personal Insurance (2014)			Personal Insurance (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
	\$670	\$25,424		\$729	\$29,075
Contributions (2014)			Contributions (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3 AREA DEMOGRAPHIC INFORMATION

	\$2,500	\$94,805	\$2,749	\$109,598
Retail Potential (2014)				
	\$ PER HOUSEHOLD	TOTAL		
		\$000'S		
New Car Dealers	\$4,817	\$182,629		
User Car Dealers	\$298	\$11,329		
Recreational Vehicle Dealers	\$13	\$505		
Motorcycle and Boat Dealers	\$224	\$8,515		
Auto Parts and Accessories	\$635	\$24,086		
Tire Dealers	\$290	\$11,017		
Furniture Stores	\$620	\$23,537		
Floor Covering Stores	\$161	\$6,115		
Other Home Furnishing Stores	\$189	\$7,167		
Appliances and Electronics Stores	\$1,107	\$41,989		
Computer Stores	\$2,008	\$76,127		
Camera and Photography Stores	\$80	\$3,048		
Hardware Stores	\$255	\$9,685		
Paint and Wallpaper Stores	\$22	\$849		
Home Centers	\$645	\$24,483		
Other Building Materials Stores	\$660	\$25,045		
Outdoor Power Equipment Stores	\$21	\$821		
Nursery and Garden Stores	\$173	\$6,579		
Grocery Stores	\$7,117	\$269,828		
Convenience Stores	\$341	\$12,949		
Meat Markets	\$68	\$2,614		
Fish and Seafood Markets	\$16	\$620		
Fruit and Vegetable Markets	\$32	\$1,231		
Other Specialty Food Markets	\$50	\$1,932		
Liquor Stores	\$209	\$7,928		
Pharmacy and Drug Stores	\$1,573	\$59,647		
Costmetics and Beauty Stores	\$67	\$2,578		
Optical Goods Stores	\$145	\$5,519		
Other Health and Personal Care Stores	\$125	\$4,764		
Gasoline Stations with Convenience Stores	\$1,321	\$50,093		
Gasoline Stations without Convenience Stores	\$215	\$8,168		
Men's Clothing Stores	\$84	\$3,190		
Women's Clothing Stores	\$275	\$10,434		
Childrens' and Infant's Clothing Stores	\$140	\$5,343		
Family Clothing Stores	\$543	\$20,601		
Clothing Accessory Stores	\$29	\$1,118		
Other Apparel Stores	\$67	\$2,577		
Shoe Stores	\$164	\$6,242		
Jewelry Stores	\$349	\$13,232		
Luggage Stores	\$256	\$9,714		
Sporting Goods Stores	\$243	\$9,226		
Hobby, Toy, and Game Stores	\$71	\$2,697		
Sewing and Needlecraft Stores	\$32	\$1,221		
Musical Instrument Stores	\$43	\$1,667		
Book Stores	\$379	\$14,402		
Record,Tape,and CD Stores	\$109	\$4,158		
Department Stores	\$3,833	\$145,329		
Warehouse Superstores	\$1,485	\$56,329		
Other General Merchandise Stores	\$449	\$17,046		
Florists	\$37	\$1,415		
Office and Stationary Stores	\$359	\$13,614		
Gift and Souvenir Stores	\$121	\$4,594		
Used Merchandise Stores	\$78	\$2,971		
Pet and Pet Supply Stores	\$74	\$2,840		
Art Dealers	\$15	\$597		
Mobile Home Dealers	\$0	\$36		
Other Miscellaneous Retail Stores	\$177	\$6,740		
Mail Order and Catalog Stores	\$2,767	\$104,902		
Vending Machines	\$104	\$3,953		
Fuel Dealers	\$877	\$33,251		
Other Direct Selling Establishments	\$232	\$8,809		
Hotels and Other Travel Accomodations	\$184	\$7,008		
RV Parks	\$2	\$106		
Rooming and Boarding Houses	\$1	\$44		

Source: Applied Geographic Solutions, 2014

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3

AREA DEMOGRAPHIC INFORMATION

Full Service Restaurants	\$1,238	\$46,949
Limited Service Restaurants	\$1,215	\$46,090
Special Food Services and Catering	\$204	\$7,756
Drinking Places	\$118	\$4,477



Economic Development
Madison Municipal Building
215 Martin Luther King Jr. Blvd., Rm. 312
Madison, WI 53703-3346
Phone (608) 267-4933

Web Site: <http://www.ci.madison.wi.us/purch.html>

APPENDIX 4

NOTICE OF INTENT TO RESPOND

RFP NO.	8422-0-2015/RR
RFP TITLE	Full Service Grocery Store Verona Rd/Allied Dr Neighborhood
ISSUE DATE	Thursday March 26, 2015

Please complete and then return this form via email:

By: Friday, May 15, 2015, 4:00 PM CST
To: Ruth Rohlich, Business Development Specialist
Email: rrhlich@cityofmadison.com
Fax no. (608) 261-6126

Company Name: _____
Contact Name: _____
Contact Title: _____
Address: _____
Contact Telephone: _____
Contact Email: _____
Switchboard Telephone: _____
Fax: _____

Mark one of the following:

_____ We do plan to respond and submit a proposal
_____ We do not plan to respond to this RFP

Reason, if no: _____

APPENDIX 4
NOTICE OF INTENT TO RESPOND

Brief description of the proposed project including the companies and all key team members involved.

Will there be additional funding needed for this project? Where will that funding come from?



Appendix 5 – Required Forms

Form A: Signature Affidavit

RFP #8422-0-2015/RR

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take 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 Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

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

NAME

SIGNATURE

DATE



Appendix 5 – Required Forms

Form B: Receipt of Forms and Submittal Checklist

RFP #8422-0-2015/RR

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Addendum #: Title		
Addendum #: Title		
Addendum #: Title		
Addendum #: Title		

COMPANY NAME



Appendix 5 – Required Forms

Form C: Vendor Profile

RFP #8422-0-2015/RR

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

The successful Contractor, 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 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP