



Photo: Skot Weidemann

Request for Proposals **draft**

Judge Doyle - Block 88

<http://www.cityofmadison.com/planning/judgedoylesquare/>

Due: April 15, 2019

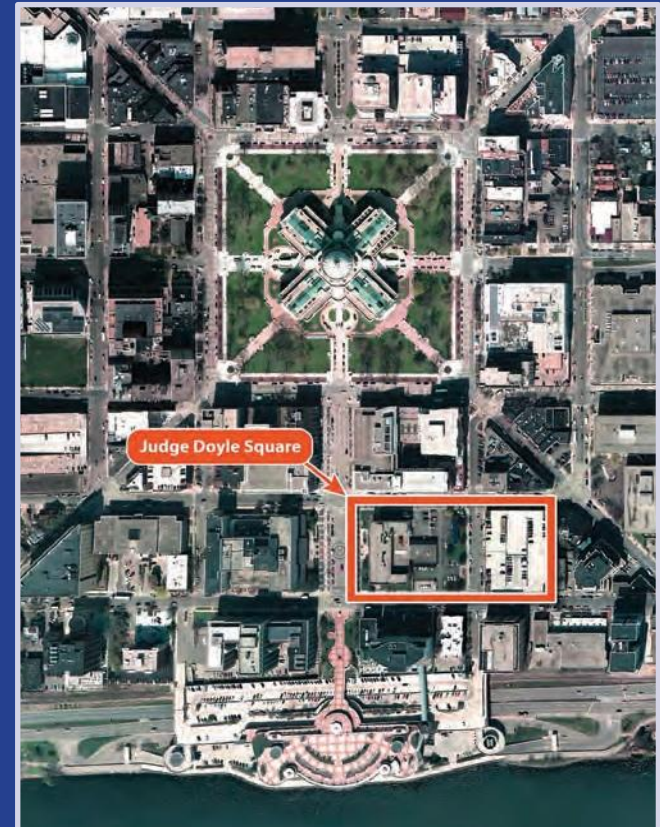




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www.cityofmadison.com/planning/judgedoylesquare/

RFP SUMMARY

DEADLINE FOR SUBMISSIONS	2:00 P.M. CDT, Monday, April 15, 2019 Late, faxed, electronically submitted or unsigned submissions may be rejected.
SUBMIT TO:	City of Madison Department of Planning & Community & Economic Development Office of the Director Suite 130, Madison Municipal Building 215 Martin Luther King Jr. Blvd. Madison, WI 53703-3346
LABELING	All submissions must be packaged, sealed and clearly labeled. Proposer's Name and Address TITLE: Judge Doyle Project – Block 88
DIRECT ALL INQUIRES TO:	George E. Austin, Project Director (City of Madison point of contact) City of Madison Department of Planning & Community & Economic Development Telephone: 608-266-4564 Fax: 608-266-8739 Email: lwhite2@cityofmadison.com
FORMAT OF SUBMITTALS	1. One (1) signed Original and fifteen (15) hardcopy submissions typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version. 2. One 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. <i>Email is not an acceptable method of submission.</i>
QUESTIONS AND REVISIONS TO RFP	1. Submit questions no later than the Pre-Submittal Information meeting to be held on March 19, 2019. 2. Only written answers will be binding upon the city. 3. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its website. It is the proposer's responsibility to regularly monitor the website for any such postings.

section one

Introduction

Earlier this decade, the City of Madison adopted a new Downtown Plan, which identified a two-block area in downtown Madison in the heart of the city's central business district as an important new development opportunity (i.e. Judge Doyle Project).

It is the site of the Madison Municipal Building (MMB) (Block 88) and the Government East (GE) parking garage (Block 105).

In 2015, the City issued a Request for Proposals to redevelop the two blocks to add another dynamic and high quality, tax generating development for the benefit of the City and its other taxing jurisdictions. The Judge Doyle project was envisioned as a destination for residents, employees and visitors by expanding and unifying the restaurant and entertainment district on the south side of the Capitol Square.

It was the first City development initiative emanating from the new downtown plan and was intended to:

- Utilize two City-owned, tax-exempt parcels to significantly expand the City's tax base and employment by replacing an obsolete parking facility, activating South Pinckney Street and improving the pedestrian connections between the Square and Monona Terrace;
- Unlock the development potential of the sites through careful selection of mixed uses that includes residential, retail, restaurant, bicycle and parking facilities, and a hotel;
- Retain and grow the business of the Monona Terrace Community and Convention Center; and
- Increase economic and retail activity from additional convention attendees, visitors, downtown workers and residents.



Blocks 88/105: Judge Doyle Project

In 2016, the City of Madison selected a development proposal from Beitler Real Estate Services of Chicago and entered into a development agreement with Beitler to develop the project on the two-block site.

Planned Development zoning has been approved by the City for the Block 88 development, with a recorded GDP and Phase I SIP for the development which includes the 560-car municipally owned underground parking garage and a 3,700 square foot municipally owned bicycle center, a 141-car above grade parking ramp and 8,000 square feet of retail space. A Phase II SIP for 148 apartments, to be privately developed owned (which is the subject of this RFP), still needs to be recorded.

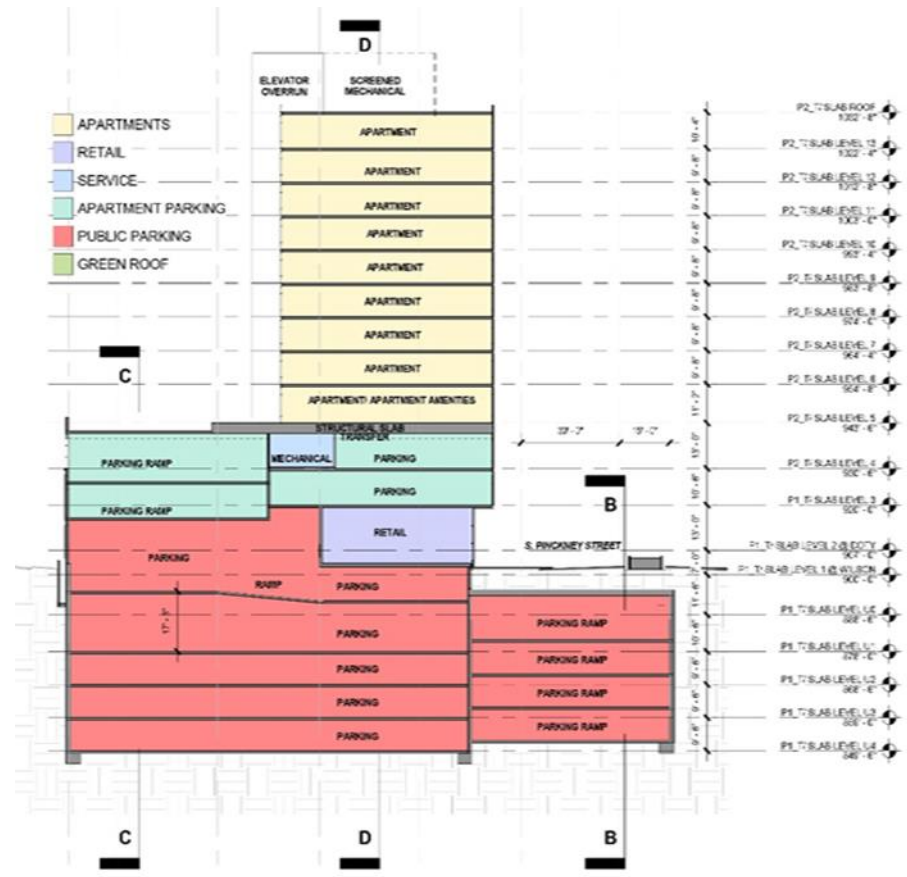
The diagram to the right is a cross-section of Block 88 from Wilson Street looking towards the Capitol Square. Pinckney Street is on the right and the Madison Municipal Building is on the left. The salmon colored area is the City's municipal garage that's under construction. The turquoise area is the above grade parking and the darker blue area is the retail area which comprise the area referred as the Podium. The yellow area is the private apartment project.

In October 2017, the City of Madison commenced construction on the 560-car underground municipal garage on Block as a replacement facility for the aging Government East Ramp on Block 105. The new ramp is scheduled to be completed in August 2019.

In May 2018, following Common Council action, the City added the Podium to the public construction component. That element is also under construction and scheduled to be completed in October 2019.

In January 2019, in an agreement with the City, Beitler Real Estate Services LLC relinquished its development right to the Podium and air-rights.

This Request for Proposals seeks a developer to complete the private portion of the project, the yellow area in the diagram which is above the podium.



Cross Section through Block 88 Elevation

section two

Project Requirements

Your response to the Judge Doyle Project – Block 88 Request for Proposals must recognize and address the following program and project elements.

1. The RFP response should be for a development project on Block 88.
2. The project must be for a housing or mixed-use purpose (excluding hotel use), and include a workforce housing component with some units being subject to rent and income restrictions which make them affordable to low and moderate-income households.
3. The development should be compatible with surrounding buildings, including the Madison Municipal Building, a National Register of Historic Places building.
4. A priority for selection will be given to proposals that:
 - a. maximize the tax base to be added as a result of the project, and
 - b. have a straight-forward development framework that can be built in a timely manner.
5. The air-rights above the parking must be leased or purchased at fair market value.
6. The City of Madison is constructing and owns the 138-cars of parking and 8,000 square feet retail spaces in the Podium. The parking was built to support housing development in the air-rights.
7. The City intends to enter into a lease or purchase agreement with the selected developer for the Podium.
8. There isn't any capacity in the 560-car underground municipal garage on Block 88 for accessory parking for the housing project.
9. No tax incremental financing (TIF) shall be available for the development.
10. The developer may proceed with the apartment project that has received zoning approval from the City, subject to the clearance of the conditions of approval, recordation of the zoning documents and receipt of a building permit. The owner of those plans is Lothan Van Hook DeStefano Architecture (LVDA) of Chicago, IL.
11. The approved GDP and Phase II SIP may also be amended subject to the approval of a Major Alteration to the Planned Development Zoning, which shall be reviewed by the Landmarks Commission, Urban Design Commission, and Plan Commission and approved by the Common Council as required by ordinance.

section three

Information Requirements

The Judge Doyle Project – Block 88 Request for Proposals requires the following elements be included in your RFP response.

A. Identification of the development venture and team

1. Identify the legal name of the proposer and the officers who would be legally authorized to bind the development venture to the development contracts.
2. Identify the key entities comprising your team, describing briefly their respective backgrounds and history.
3. Identify the key project team members (names and titles) and affiliates who would become directly responsible for the various aspects of the proposed development.
4. Identify the development manager for your team. Provide resumes of all key team members to be involved in the project. A principal or partner level individual shall be the contact provided for all issues related to the RFP.
5. Describe the proposed organizational structure for the project team planning to undertake the Judge Doyle Square project, their roles, reporting responsibilities and team interface with City of Madison project management.
6. Include a brief statement of the availability of key assigned personnel to the team.

B. Experience to successfully undertake this project

1. Demonstrate your capability, experience in planning, designing and constructing mixed-use urban scale projects similar to the proposed Judge Doyle Project. Include information for each land use element of the proposed project.
2. Demonstrate your capability in managing the completed mixed-use urban scale projects similar to the proposed Judge Doyle Project.
3. Demonstrate your team's experience with public/private partnerships.

4. Disclose any alleged significant prior or ongoing contract failures, contract breaches, tax delinquencies, any civil or criminal litigation or investigation pending within the last five years which involves your firm and the key team members identified above. List any contracts in which your firm and/or key team member has been found guilty or liable, or which may affect your performance. Describe any bankruptcy filing by your firm or key team member or an entity they controlled in the last ten years.
5. Disclose any potential conflict of interest due to any other clients, contracts or property interests.

C. Preliminary project concept(s)

1. A detailed project concept design and general outline specifications. This includes: a) conceptual site and landscape design plans sufficient to convey a) preliminary architectural direction, including anticipated building massing, architectural expression, a shading study and typical building materials to convey the general style of the building and how it will relate to surrounding buildings and positively contribute to the built urban character of the immediate area; b) green building practices to be used during the construction phase and c) preliminary floor plans for all floors sufficient to understand how the building's internal program is expressed on the exterior of the building.

D. Financial capability to complete the project

1. Provide evidence that the development venture has the financial stability and capability to undertake the development. A lender's preliminary commitment letter will be considered a demonstration of the development venture's financial capacity.
2. Provide a preliminary estimate of the expected range of total project cost (hard and soft costs). To the extent possible, the development venture should also provide the financing approach(es) it wishes to use.
3. Market information and data that demonstrate the appropriateness of the assumptions made within the financial plan and operating pro-forma outlined below.
4. A description of the terms of real estate acquisitions, phasing of such acquisitions, purchase price and planned ownership structure.
5. Provide a workforce utilization plan and targeted business goals for the construction and operations periods. You are encouraged to contact the City of Madison Department of Civil Rights to learn more about the minority general contracting entities in the Construction Contractors United program.

6. A detailed financial plan showing how the project is to be financed, including letters of interest or commitment from potential lenders/partners. The financing strategy should describe the sources and uses as follows:
 - Estimated uses of capital providing at least this level of detail:
 - Land acquisition price to be paid
 - Estimated site prep
 - Hard costs for construction
 - Developer fee
 - Architecture and engineering expenses
 - Other soft costs
 - Other costs
 - Estimated sources of capital including:
 - Debt (private borrowing)
 - Debt (other sources)
 - Equity (cash or cash equivalents)
 - Equity (deferred or forgiven developer/professional/ construction fees)

E. Professional and project references

1. Include a list of contacts from no more than five organizations, from recent projects, similar in scope and size. Selected organizations may be contacted to determine the quality of work performed and the personnel assigned to the project.

section four

Instructions to Proposers and Selection Process

General

It is the responsibility of each proposer, before making a submission, to examine the RFP thoroughly, and to review background documents cited in the RFP. Clarifications about this RFP must be made in writing in accordance with the General Conditions provided in Section 5.

RFP Pre-Submittal Information Meeting

A pre-Submittal Information Meeting will be held on March 19, 2019 at Noon in Room 151 of the Madison Municipal Building, 215 Martin Luther King Jr. Boulevard. Interested parties are invited to attend to learn more about the development opportunity but the information meeting is not mandatory.

RFP Submittal Date

The RFP is due on **Monday April 15, 2019 at 2:00 p.m. CDT** addressed to:

**City of Madison
Department of Planning & Community & Economic Development
Office of the Director
Suite 130, Madison Municipal Building
215 Martin Luther King Jr. Blvd.
Madison, WI 53703-3346**

All submissions must be packaged, sealed and clearly labeled with the proposer's name and address and titled: Judge Doyle Project – Block 88.

Response Format

The response to the RFP shall be complete but succinct and comprehensive and shall address the Project Requirements found in Section 2 and the Information Requirements found in Section 3.

Proposals must be organized with headings and subheadings in the following order:

Table of Contents

RFP Form A – Signature Affidavit

RFP Form B - Proposer Profile Information

RFP Form C – Proposer References

Chapter 1 – Development Venture and Team

Chapter 2 – Experience of the Team to Successfully Undertake the Project

Chapter 3 – Preliminary Project Concept(s)

This Chapter should address Project Requirements found in Section 2 of the RFP.

Chapter 4 – Financial Capability and Project Financial Information

This Chapter should address Project Requirements found in Section 3 of the RFP.

Submittal Format Requirements

Proposals must be packaged, sealed and clearly labeled.

Submit one (1) signed Original and fifteen (15) hardcopy submissions typed and securely bound on 8.5 by 11- inch paper, otherwise identical to the electronic version.

Submit one (1) electronic proposal in PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted. Email is not an acceptable method of submission.

Preliminary Evaluation

Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFPs submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFPs must include all required elements, as described in the Response Format section above. 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.

Proposal Evaluations and Interviews

The City has created a Judge Doyle Project Negotiating Team to analyze the RFP responses. The City Finance Committee will make the final selection and recommendation for the Common Council's consideration of those teams that will be invited to participate in the interview stage. The Finance Committee may conduct interviews in accordance with the Project Schedule outlined in Section 7. However, the Board may make preliminary selection(s) on the basis of the original proposals only, without interviews of all proposers.

Clarification of Proposals

During the evaluation of proposals, the City reserves the right 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.

Consideration of Proposals

In making its selection under this RFP, the City and the Finance Committee will consider the submittals, interviews, general qualifications, prior history of performance as well as the selection criteria set forth in this RFP.

Process

At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals; and waive any informalities, irregularities or omissions in submittals, all as deemed in the best interests of the City.

Communication with the City Finance Committee

Proposers may not communicate with members of the Board regarding this project at any time during the RFP evaluation process, except at the request of the City of Madison Point of Contact as identified in Section 5.

Right to Reject

The City reserves the right to reject any and all proposals and to negotiate the terms of the development with the selected proposer(s).

Basis for Evaluation and Selection

The City of Madison intends to select a development team based on: (1) RFP proposals that are most responsive to the Project Goals found in Section 1 and Project Requirements found in Section 2 of this RFP, and (2) that contain the combination of features and attributes offering the best overall value to the City. The City will determine the potential best overall value by comparing differences in project features and feasibility, and development team attributes, striking the most advantageous balance for achieving the City's goals for Judge Doyle Project.

The submissions must provide convincing evidence that all team members have sufficient understanding and experience with similar projects to be able to manage the project in the initial stages and throughout the term of the relationship.

Public Openings

There will not be a public opening on the due date and time specified in this RFP.

- **Project Website**

The City of Madison has also established a project website at www.cityofmadison.com/planning/judgedoylesquare/ for the Judge Doyle Square project. You will be able to find source documents on the Judge Doyle Square planning to date.

Wisconsin Law

This RFP, all responses, and any contracts resulting therefrom are subject to interpretation under Wisconsin Law, and by responding, respondents agree to such forum regardless of choice of law principles.

General Conditions

City of Madison Point of Contact for all Inquiries and Clarification of Specifications

The RFP contact identified below is the sole point of contact regarding the RFP from the date of release of the RFP until selection of the successful proposer(s).

George E. Austin, Project Director
Department of Planning & Community & Economic Development
Suite 130, Madison Municipal Building
215 Martin Luther King Jr Boulevard
Madison, Wisconsin 53703-3346

Telephone: (608) 266-4564
FAX: (608) 266-8739
E-Mail: lwhite2@cityofmadison.com

Proposers are reminded to carefully examine the RFP upon receipt. All requests for clarification, interpretation or correction of any ambiguity, inconsistency, error, conflict, discrepancy, omission, or other deficiency in this RFP discovered must be submitted in writing, fax or email to the contact above by March 19, 2019.

The City will respond to questions in a timely manner. 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 issued via addendum and posted on the website. Bidders are encouraged to check the website regularly for such postings.

Restriction on Communications

All communications relating to this RFP must be directed to the person named above. Any contacts of other City staff will be referred to the Point of Contact in writing. In any written communications, please insert "Judge Doyle - Block 88 RFP" 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 or independently negotiate the terms of development 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 should submit an "Alternative Chapters 3 and 4" for each additional concept submitted in conformance with the Response Format requirements in Section 4 of this RFP.

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. Therefore, proposers are encouraged to refrain from submitting information that cannot be open for public inspection.

Exceptions

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 mandatory clauses. 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.

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.

ARTICLES OF AGREEMENT

ARTICLE I

Developer shall take affirmative action in accordance with the provisions of this Agreement 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 contractor. 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

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

Developer shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or under-

standing 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

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

B. Within thirty (30) days after the effective date of this Agreement, 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 Agreement, it will complete a model affirmative action plan approved by the Madison Common Council _____.

ARTICLE V

(Not applicable.)

ARTICLE VI

Developer will maintain records as required by Section 39.05(9)(f) of the Madison General Ordinances and will provide the City’s Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.05(9)(f). The City shall keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of Developer’s or its contractor’s failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Agreement or Sections 39.02 and 39.05 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 the Agreement in whole or in part.
- B. Declare the Developer 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

(Not applicable.)

ARTICLE IX

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

3. Nondiscrimination. In the performance of its obligations under the Agreement, Developer agrees not to discriminate against any employee or applicant 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, gender identity political beliefs, or student status. Developer further agrees not to discriminate against any subcontractor or person who offers to subcontract on the Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

4. 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 6 shall survive termination of this Agreement and shall be in addition to any other rights and remedies of the City.

5. 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.

6. 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).

section six

Project Schedule

The City of Madison anticipates the following schedule of events for the RFP processes:

2019

Issue RFP	Week of February 25, 2019
RFP submissions due	April 15
Finance Committee review and recommendations	May 2019
Council action on developer selection	June 2019
Final Deal negotiation	June- July 2019
Council action on Development Agreement	July – August 2019
Execution of development agreements	August 2019

RFQ FORM A

SIGNATURE AFFIDAVIT

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

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 Qualifications, and declares that the attached proposal is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

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.

Proposal Invalid Without Signature	
SIGNATURE OF PROPOSER:	DATE:
NAME AND TITLE OF PROPOSER:	COMPANY NAME:
TELEPHONE:	ADDRESS:
E-mail Address:	
Person to Be Contacted If There Are Questions about Your Proposal (if different from above)	
NAME:	TITLE:
TELEPHONE:	E-mail Address:

PROPOSER REFERENCES

FOR PROPOSER:			
Provide company name, address, contact person and information and appropriate information on up to four (4) or more development projects with requirement similar to Judge Doyle Square. If proposer is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			

PROPOSER REFERENCES

FOR PROPOSER:			
Provide company name, address, contact person and information and appropriate information on up to five (5) or more development projects with requirement similar to Judge Doyle Square. If proposer is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			
Organization Name			
Project Name			
Address (include ZIP)			
Contact Person		Phone No:	
E-mail:		FAX:	
Contract Period			
Services Provided			