



Photo: Skot Weidemann

Request for Proposals

Judge Doyle Square
Madison, Wisconsin

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



Due: May 1, 2015

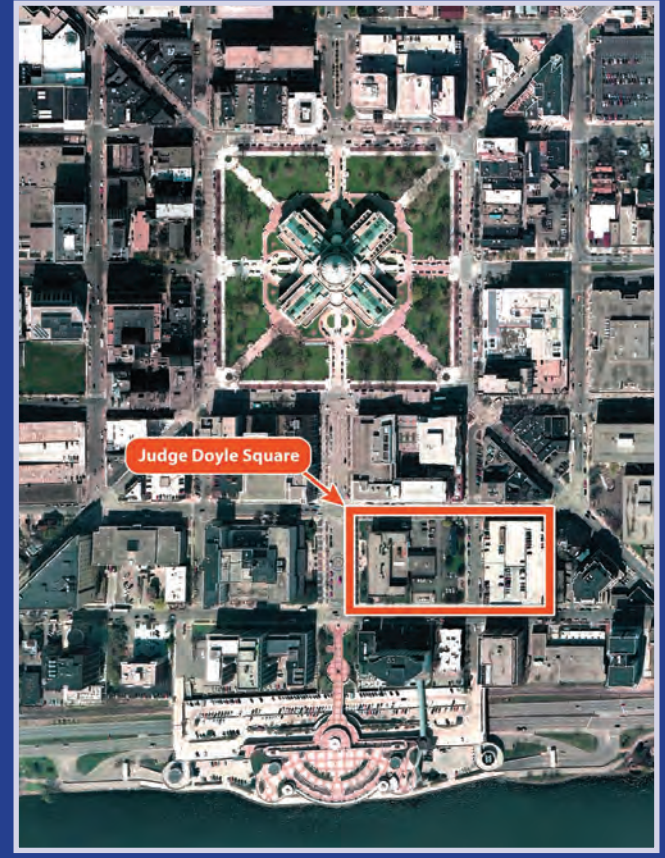




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www.cityofmadison.com/planning/judgedoylesquare/

RFP SUMMARY

DEADLINE FOR SUBMISSIONS	2:00 P.M. CDT, Friday May 1, 2015 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 Room LL100, 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 Square
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: 608-266-4807 Fax: 608-266-8739 Email: nprusaitis@cityofmadison.com
FORMAT OF SUBMITTALS	<ol style="list-style-type: none"> 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. 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	<ol style="list-style-type: none"> Submit questions no later than the due date specified in Section 6. Only written answers will be binding upon the city. 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

The City of Madison, the seat of the State of Wisconsin Capitol, University of Wisconsin, and Dane County, is at the center of the State's fastest growing region. Continually recognized by many national organizations for a wide variety of quality of life awards and rankings, the Madison region offers easy, affordable living, making it a prime choice for businesses and employees alike. With growing diversity among its population, the Madison region fosters a culture of openness, dialogue and energy, and offers a vital and dynamic workforce, the result of an outstanding education system, a diverse economy and successful partnerships between the public and private sectors.

At the heart of the region is downtown Madison. It is unlike any other in the world. In his 1911 *Madison: A Model City*, renowned city planner John Nolen said, "Madison is one of the most striking examples that could be selected in the

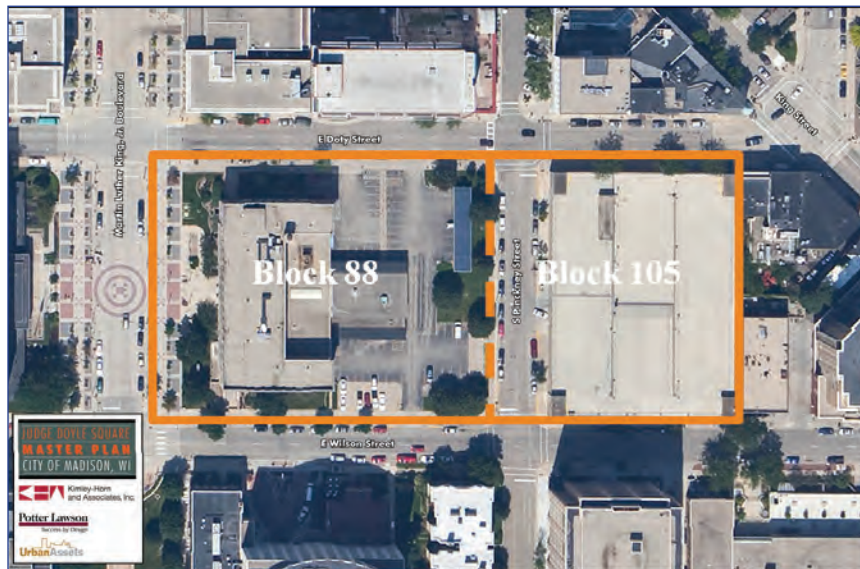
United States of a city which should have a distinct individuality, marked by characteristics separating it from and many respects elevating it above other cities."

The Downtown serves as Madison's signature. It is the geographic, economic, and civic heart of the community. When people think of Madison, images of the Downtown and its unique isthmus setting often drive their impressions. It is the place where the community comes together, especially for the many events it hosts and the abundant activities it provides.

Downtown Madison has experienced a renaissance over the past twenty years. A new Downtown Plan was enacted by the City in 2012 that sets the stage for that momentum to continue. It proposes a framework to continue to enhance the qualities that make Madison a world class city.

Successful downtowns are comfortable, but at the same time, exciting, fun, and places of continual discovery. Successful downtowns spend considerable resources planning for and working towards a desired future. This includes identifying and building on the things that work well, while recognizing and seizing new opportunities that will keep Downtown fresh and dynamic. Downtown Madison today is much different than the city John Nolen knew, but the natural features that provide the unique setting that so enamored Nolen continue to be the cornerstones influencing its evolution.

It is within this context that the City of Madison is pursuing an exciting new development opportunity known as Judge Doyle Square in the heart of the city's central business district.



Blocks 88/105: Judge Doyle Square

Judge Doyle Square is a two-block area in downtown Madison, Wisconsin. It is the site of the Madison Municipal Building (MMB) (Block 88), Government East (GE) parking garage (Block 105) and has been identified by the city as a location with significant redevelopment potential.

This two-block area within the city has a rich and long history. In 1909 John Nolen created the Lake Monona Approach, a plan to tie the new Wisconsin State Capitol to Lake Monona by way of a Capital Mall lined by significant buildings. Later, in 1929 the Federal government built the United States Courthouse and Post Office on the east side of the mall between Doty Street and Wilson Street as the first of a series of civic buildings.



Madison Municipal Building (2012)

Judge James E. Doyle was a United States federal judge in the District Court of the Western District of Wisconsin, as well as a leader in the Democratic Party. Judge Doyle was nominated by President [Lyndon B. Johnson](#) on April 29, 1965 and was confirmed by the [United States Senate](#) on May 21, 1965. He served as chief judge from 1978-1980 and presided for much of his career in a courtroom on the second floor in the United States Courthouse.

In 1979, under Mayor Paul Soglin, the City of Madison purchased the Federal courthouse building and Federal functions were relocated elsewhere. Renamed the Madison Municipal Building (MMB) by the City, the building was placed on the National Register of Historic Places on November 27, 2002. The building was also designated a City of Madison landmark by the Madison Landmarks Commission and Common Council. To this day, the building houses municipal offices. Judge Doyle's courtroom is now known as Room 260 and much of the history of the room remains.

The 520 space Government East parking garage was constructed in 1958, and is located on Block 105 (east of Pinckney Street, between Doty Street and Wilson Street). It has served a variety of parking functions over the years, but currently offers about 80% of its spaces to the public on an hourly basis while about 20% of the spaces are reserved for monthly pass holders. The GE garage is approaching the end of its useful life and it has become financially challenging for the City to continue to invest in its ongoing maintenance.



Government East Parking Garage, 2012

The Judge Doyle Square (JDS) site is bounded by Martin Luther King, Jr. Boulevard on the west, Doty Street on the north, Wilson Street on the south and on the east by a group of buildings that front mainly on King Street. **See figure page 5.** Pinckney Street runs through the site and defines Block 88 from Block 105. The eastern portion of Block 88, which is currently a surface parking lot for the MMB and the GE garage on Block 105 are currently identified in the *Madison Downtown Plan (2012)* as potential redevelopment and infill sites.



Monona Terrace Community and Convention Center

SECTION TWO

Project Goals

Judge Doyle Square represents an important opportunity to add another dynamic and high quality, tax-generating development for the benefit of the City and its other taxing jurisdictions. Judge Doyle Square can be a destination for residents, employees and visitors by expanding and unifying the restaurant and entertainment district on the south side of the Capitol Square.

The City has an unusual opportunity to fashion a project to re-build the functionally obsolete Government East parking ramp, using the property as a catalyst for new tax producing development. This opportunity can significantly improve the walkability of the Central Business District (CBD) which is the most important element to improve the CBD as a destination. It's the first City initiated development project as a result of the new downtown plan and is 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.

The result of this effort will be a healthier downtown though increased property values, added employment opportunities and downtown residents, improved public facilities, and additional external capital injected into the region's economy by visitors to Madison.

The project goals are:

Economic Development

- Retain and grow the business of the Monona Terrace Community and Convention Center.

- Unlock the development potential of two City-owned, tax-exempt parcels to significantly expand the City’s tax base and employment, consistent with the Project Requirements found in Section 3 of the RFP.
- Unlock the development potential of the sites through careful selection of mixed uses that includes a hotel and provides sufficient parking to achieve the desired density.
- Increase economic and retail activity from additional convention attendees, visitors, downtown workers and residents.

Hotel

- Add hotel rooms within easy walking distance of the Monona Terrace Community and Convention Center.
- Provide an additional room block for the Monona Terrace to grow its book of business.
- Develop hotel facilities that support and complement Monona Terrace.
- Address unmet opportunities for capturing the group, commercial and leisure travel sectors and periodic, peak demand.

Residential

- Attract additional residents to the central business district to increase the vitality of the area.
- Attract additional services to support residents of the downtown.

Office, Retail, Restaurant and Entertainment

- Seek to stretch the downtown retail/business district from the Capitol Square and King Street toward the Monona Terrace and Wilson Street and activate the street levels for pedestrians and bicyclists on Doty, Wilson, and Pinckney Streets.
- Draw residents and visitors to an eclectic mix of retail and restaurants that engage the sidewalk with activity to enhance the destination quality of the southeast area of the Capitol Square.

Bicycles

- Promote and enhance the utilization of bicycles as a viable mode of transportation through the creation of a sustainable, secure bicycle facility that meets the needs of both the current bicycling community and the new cyclist.
- Enhance Pinckney Street as an important connection for bicyclists and pedestrians.

Parking

- Replace the Government East public parking facility with a new parking facility that serves the public parking needs in the area and the above grade development.
- Design the parking structure at an affordable cost to the Parking Utility and its customers, and provide a customer-friendly parking experience.
- Ensure the project, which has a 75+ year horizon life cycle cost, is affordable for the Parking Utility to continue in its mission to provide service to the public.

Design and Density

- Incorporate exciting urban design and appropriate architectural themes, scale and massing to create a project design that is compatible with surrounding buildings including historic structures.
- Develop the sites at an urban density compatible with surrounding buildings.
- Transform the Pinckney Street linkage of the Capitol Square to Monona Terrace into a destination quality urban space.

Intermodal Connectivity

- Ensure high quality pedestrian and bicycle connectivity to Madison Metro, intercity bus and potential future passenger rail service.

SECTION THREE

Project Requirements

Your response to the Judge Doyle Square Request for Proposals must recognize and address the following program and project elements.

1. The RFP response can propose redevelopment on (1) both Blocks 88 and 105 or (2) only on Block 105.
2. The Madison Municipal Building on Block 88 will remain in civic use (the existing loading dock will be removed). In addition, the City will be considering plans to limit vehicular access and establish a pedestrian mall on Martin Luther King, Jr. Boulevard between the City County Building and Madison Municipal Building.
3. The City of Madison will construct, own and operate the automobile parking and bicycle facilities to be constructed on Blocks 88 and 105. The City's plans to replace the 520-car Government East Ramp on Block 105 with 520 to 600 public parking spaces plus 40 spaces of municipal fleet parking that is currently located on Block 88. In addition, the City will construct the needed accessory parking required for the new development in the parking facility, and lease the parking required by the development to the private developer. While the City intends to own and operate the parking, it will entertain proposals where the developer would construct the parking. The parking has to be constructed under public works bidding requirements.
4. The City is committed to maintaining a significant amount of the existing public parking supply during the construction process.
5. The project must be a high-quality mixed-use project that is compatible with surrounding buildings and uses including the Madison Municipal Building, a National Register of Historic Places building.
6. The project must create a new, walkable extension of the surrounding retail/entertainment district in the 200 block of South Pinckney Street.
7. Priority will be given to any project that delivers a commercial usage consistent with Section 2.5 of the Adopted Downtown Master Plan.
8. The project must include a hotel component to complement, enhance and attract additional conventions to the Monona Terrace Community and Convention Center. The City desires an urban mixed-use hotel product that is a national brand and has many full-service hotel attributes without the full-service hotel cost. This type of hotel is designed for urban markets to

meet the needs of today's connected traveler. These hotels are focused on style, technology and engagement and feature innovative concepts in architectural and modern hotel design, and great dining and nightlife.

The City's target room count is a minimum of 250 rooms with as large a room block as possible reserved for Monona Terrace, a national affiliation (hotel flag) and a national sales force and reservation system. The proposal should include plans for a high quality, interesting and reasonably priced restaurant either within or adjacent to the proposed hotel. A room block proposal for Monona Terrace must be included in the RFP response. Please note that Marcus Hotel's, Inc. has a development right granted to it by the City in 1999 on Block 88, which is described in Exhibit B in Section 6 of the RFP. The development team should be aware that the City of Madison reserves the right to incorporate up to 20,000 square feet of City-owned meeting spaces as a component of the development.

9. To the extent a development is sited on Block 88, the City has been considering configuration and massing options for a 70,000 to 140,000 gross square foot City office building on the site also. The mass of the privately-owned building (e.g. hotel, private office, residential) on Block 88 should be located closer to East Wilson and South Pinckney Streets (i.e., it should be away from East Doty Street). Development teams should provide the City with options on Blocks 88 or 105 for additional city office space as a part of the RFP response.
10. The development must be affordable for taxpayers with the following expectations:
 - a. The City of Madison will be responsible for financing the cost of the parking, subject to the terms of a Final Development Agreement to be negotiated with and approved by the City.
 - b. The air rights above the parking must be purchased or leased at fair market value as determined by the City's appraisal.
 - c. No TIF assistance shall be available for the non-parking elements of the project.
 - d. The City reserves the right to audit construction costs related to the public elements of the project.
11. A high priority for selection will be given to proposals that express a commitment to negotiate with the City on a development agreement that would include provisions regarding living wages and labor peace agreements for employees associated with the construction of the project as well as employees that are employed by the various users associated with the development.

SECTION FOUR

Information Requirements

The Judge Doyle Square 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 Square. 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 Square.
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 how the project will generally create an engaging pedestrian environment along all street frontages; b) 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; c) green building practices to be used during the construction phase and d) preliminary floor plans for all floors sufficient to understand how the building's internal program is expressed on the exterior of the building. (N.B. The US Postal Service will require a secure loading dock on Block 88.)
2. A description of the hotel room block for Monona Terrace and the key provisions of the room set-aside, including any impact of the phasing of the hotel(s) on the room block availability. The room block is essential for the new hotel(s) to induce demand for the market and the RFP response must specifically state how the room block will be provided and whether there is any phasing involved. In addition to the room block, the RFP must:
 - Identify the national affiliation (hotel flag) and the national sales force and reservation system for the hotel(s).
 - Provide a description of the service level of the hotel(s).
 - Describe the rationale for the planned meeting spaces in the hotel including an analysis of how this component will complement/compete with Monona Terrace.
 - If there are two hotels proposed, specifically describe how the sales/booking process and operations will be coordinated.
 - Describe the pedestrian connections, if any, desired to Monona Terrace.

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 and the preliminary roles it expects the public and private partners to have in developing Judge Doyle Square.
3. Provide a development phasing plan including a plan to maintain the public parking supply during construction. Identify any constraints that the phasing of the Judge Doyle Square development may have on your financing capability or financing plan.
4. Market information and data that demonstrate the appropriateness of the assumptions made within the financial plan and operating pro forma outlined below.
5. A description of the terms of real estate acquisitions, phasing of such acquisitions, purchase price and planned ownership structure.
6. A workforce utilization plan and targeted business goals for the construction and operations periods.
7. A detailed public / private 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 each block separately as follows:
 - Estimated uses of capital (separately for each block) providing at least this level of detail:
 - Land acquisition price to be paid
 - Estimated demolition/site prep
 - Hard costs for construction
 - Developer fee
 - Architecture and engineering expenses
 - Other soft costs
 - Other costs
 - Estimated sources of capital (separately for each block) including:
 - Debt (private borrowing)
 - Debt (City or CDA borrowing)
 - Equity (cash or cash equivalents)
 - Equity (deferred or forgiven developer/professional/ construction fees)
 - Parking Utility contributions for publicly owned parking component
 - City TIF contribution to project
 - Estimate of Value Calculations , including cap rate assumptions
 - Estimate of Annual Property Tax Payments
 - Details of potential City TIF investments which must be limited to parking
 - Payback of City TIF Investments
 - Specify other special sources such as New Market Tax Credits, Section 42 Tax Credits, conduit bonding, etc.
 - Sources and uses should be further broken down by component (parking, hotel, apartment, etc.) to the extent practicable.
 - Please review the City's TIF Policy and note any exceptions from policy the development team anticipates requesting (see cityofmadison.com/planning/tidmaps/tifpolicy.pdf)
 - Provide any available letters of interest, credit, or commitment from investors or lenders that demonstrate the financial strength of the team and financial feasibility of the project.
 - If utilizing New Market Tax Credits or other financial assistance programs, indicate team's experience with these financing methods.
 - Annual cash flows and pro-forma for term of project financing for a minimum of 10 years, by block and major component.
 - Net cash on cash returns.

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 FIVE

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 6.

RFP Submittal Date

The RFP is due on **Friday, May 1, 2015 at 2:00 p.m. CDT** addressed to:

**City of Madison
Department of Planning & Community & Economic Development
Office of the Director
Room LL100, 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 Square.

Response Format

The response to the RFP shall be complete but succinct and comprehensive and shall address the Project Goals found in Section 2, the Project Requirements found in Section 3 and the Information Requirements found in Section 4.

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 Goals found in Section 2 of the RFP and Project Requirements found in Section 3 of the RFP.

Chapter 4 – Financial Capability and Project Financial Information

Chapter 5 - Professional and Project References

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, Interviews and On Site Visits

The City has created a Judge Doyle Square Negotiating Team to analyze the RFP responses. The City's Board of Estimates will make the final selection and recommendation for the Common Council's consideration of those teams that will be invited to participate in the RFP stage. The Board 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 Board of Estimates 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 Board of Estimates

Proposers may not communicate with members of the Board regarding this project at anytime during the RFP evaluation process, except at the request of the City of Madison Point of Contact as identified in Section 6.

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 2 and Project Requirements found in Section 3 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 Square.

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.

SECTION SIX

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
Room LL100 Madison Municipal Building
215 Martin Luther King Jr Boulevard
Madison, Wisconsin 53703-3346

Telephone: (608) 266-4807

FAX: (608) 266-8739

E-Mail: nprusaitis@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 16, 2015.

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 Square 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 Chapter 3" for each additional concept submitted in conformance with the Response Format requirements in Section 5 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:

Exhibit A:

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.

Exhibit B:

Marcus Hotel Inc.'s Grant of Right of First Refusal on Block 88.

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.

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. Living Wage. Developer agrees to pay all employees employed by Developer in the performance of this Agreement or in performance of any work at the Project site, whether on a full-time or a part-time basis, a base wage of not less than the City minimum hourly wage as required by Sec. 4.20, Madison General Ordinances. Developer also agrees to ensure all employees of contractors employed by Developer who expend at least twenty hours a week at the project site shall receive a base wage of not less than the City minimum hourly wage.

5. Equal Benefits. For the duration of this Agreement, Developer 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, Madison General Ordinances. 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, Developer is unable to provide the benefit, Developer shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. Developer 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. Developer shall post a notice informing all employees of the equal benefit requirements of this Agreement, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors. This provision also applies to all employees of contractors hired by Developer who expend at least twenty (20) hours a week at the Project site.

6. 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.

7. 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.

8. 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).

EXHIBIT B

In 1999, the City of Madison, the Community Development Authority of the City of Madison, and Marcus Hotels, Inc. ("Marcus") entered into a Grant of Right of First Refusal that provides to Marcus certain rights in any proposed redevelopment of Block 88 that will include a hotel, motel or other lodging subject to the City's room tax. The terms of the Grant do not affect Block 105. A summary of the Grant provisions applicable to this Request for Proposals is set forth below. The complete Grant of Right of First Refusal can be found at the City's Judge Doyle Square website.

The Grant provides that if the City issues a Request for Proposals for redevelopment of Block 88 that includes a hotel/motel component, and if the City

selects a developer (the "RFP Developer") other than Marcus, then the RFP Developer shall negotiate exclusively and in good faith with Marcus regarding the terms of Marcus' operation and management of the hotel/motel component of the accepted development proposal. The RFP Developer is to negotiate with Marcus for a period of not less than 120 days, and during such period RFP Developer is prohibited from encouraging or soliciting proposals from any third party with respect to the operation and management of the hotel/motel component.

If the RFP Developer and Marcus are unable to successfully negotiate the terms of Marcus' operation and management of the hotel/motel component during the 120 day period, then the RFP Developer shall be allowed for a period of 18 months to negotiate with and enter into an agreement regarding the operation and management of the hotel/motel component with any third party; provided, however, that any such agreement shall contain terms that are substantially the same as and no more favorable than the terms proposed to Marcus. Any disputes, claims or differences between the RFP Developer and Marcus as to whether the terms of any agreement between the RFP Developer and a third party are "substantially similar and no more favorable" than the terms proposed to Marcus shall be resolved by arbitration.

If, at the end of the 18 month period, RFP Developer fails to enter into an agreement with a third party, then RFP Developer's obligation to negotiate with Marcus in good faith is renewed for a period of 120 days, except the negotiation period shall be reduced to 60 days if the hotel/motel component is substantially the same as the one previously negotiated with Marcus.

SECTION SEVEN

Project Schedule

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

2015

Issue RFP	Week of February 9
RFP submissions due	May 1
Preliminary RFP analysis by City Negotiating Team	May 1 – May 29
Board of Estimates' review and recommendations	June 1 – July 31
Council action on RFP	August
Deal negotiation	September – December
Development team selected for Blocks 88 and 105 development.	December / January

2016

Execution of development agreements
Parking ramp design receives go ahead
Project construction commences

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			