

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8962-0-2020-AH

Title: Blight Study

City Agency: Economic Development Division

Due Date: Friday, September 25, 2020
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Fire Department ("City") is soliciting Proposals from qualified vendors for Occupational Health Services. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Friday, July 24, 2020.
Questions Due Date: Friday, August 14, 2020.
Answers Posted Date: Wednesday, August 26, 2020.
Due Date: Friday, September 25, 2:00 PM CST

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

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

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

Cost Proposal (Form D): One Copy
Technical Proposal: One Copies
Electronic Proposal: One (1) complete copy. Cost and Technical Proposals should be separate files.

The City will not consider illegible Proposals.

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

Complete and return Forms A through E to City of Madison Purchasing Services by Friday, September 25, 2020, 2:00 PM CST.

June 23, 2020 Notice: Due to current socio-economic situations prevalent throughout the country, the City is only accepting proposals in electronic format following the same guidelines indicated above. Submission of electronic proposals is detailed below within section *1.5 Delivery of Proposals*.

1.4 Labeling

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 8962-0-2020-AH
Title: Blight Study
Due: Friday, September 25, 2:00 PM CST

All email correspondence must include RFP #8962-0-2020-AH in the subject line.

1.5 Delivery of Proposals

Delivery of hard copies to: City of Madison Purchasing Services
City County Building, Room 407
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

Delivery of electronic copy to: via email to bids@cityofmadison.com
or on a commonly used media with the hard copies, with additional copy
to drolfs@cityofmadison.com .

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

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RalSE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, if applicable, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Proposals

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

1.10 City of Madison Contact Information

The City of Madison Police Department is the procuring agency: Dan Rolfs
City of Madison Community Development Division
DRolfs@cityofmadison.com

The City of Madison Purchasing Services administers the procurement function: Andy Hargianto
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 243-0529
FAX: (608) 266-5948
bids@cityofmadison.com

For questions regarding Affirmative Action Plans please contact: Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

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

1.11 Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, **in writing**, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

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

State of Wisconsin VendorNet System: [State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet](http://vendornet.state.wi.us/vendornet)

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

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.16 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation 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 solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

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

s. 134.90(1)(c)

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

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

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

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

1.20 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Proposers Responsibility

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

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Background

CONTRACT

The City of Madison (“City”) and the Community Development Authority of the City of Madison (CDA) are seeking a qualified firm to complete studies of blighted areas (“Blight Studies”), per State Statute 66.1333 (“Redevelopment Law”) and 66.1105 (“TIF law”), on an ongoing basis. “Blighted area” is defined in Appendix 1.

Blight Studies are a necessary prerequisite to declaring an area blighted under State Statutes 66.1333 and 66.1105. Once an area is declared blighted, the City may elect to utilize its police power for the purposes of blight elimination and slum clearance or the creation of a Tax Incremental Finance (TIF) District to fund public works and capital improvements. To ensure that any declaration of blight by the City is accurate, it is imperative that any Blight Studies completed to assist in this finding are of the highest quality. To that end, the City is seeking qualified firms to submit proposals to conduct Blight Studies on an as needed basis for a period of one year.

PROPOSALS

The proposal should describe your approach to the Scope of Services. Each consultant should furnish all information requested by this RFP. Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP. The proposal should provide sufficient detail to enable staff to thoroughly evaluate and compare it with other proposals. The proposal should include the following information under tabbed or separated sections:

- 1) A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the Signature Affidavit Page (FORM A – Signature Affidavit) by the signature of the respondent or an officer of the respondent legally authorized to execute contractual obligations. By submitting a proposal, the respondent affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent. Failure to comply with this requirement will be grounds for automatic disqualification.
- 2) The completed FORM B: Receipt of Forms and Submittal Checklist.
- 3) Contact information for the firm as well as the Project Manager (see #9 below) who will be primarily responsible for conducting the services. This should include a completed FORM C – Vendor Profile.
- 4) A description of your firm, including qualifications addressing why your firm is suited to provide the services requested in this RFP. Also include a description of your understanding of the City’s needs and your staffing commitments to assure your ability to meet the City’s needs to complete projects in a timely fashion.
- 5) A brief description of your firm’s work approach to the tasks identified below in the “Scope of Services” section.
- 6) A list of all items to be provided by the City to assist your firm in completing the requested work. This may include, but is not limited to the following:
 - a. Mapping data
 - b. Code enforcement data
 - c. Police call data

d. Tax delinquency data

- 7) A description of your firm's anticipated level of assistance from the City for completion of the proposed necessary tasks.
- 8) A description of how your firm will produce the products requested in this RFP. This must include the methods used and quality control/quality assurance procedures that will be observed. This must also include a description of all additional subcontracts and associations with other firms, including certified Small Business Enterprise (SBE) firms that your firm proposes to utilize in the performance of this work. Explain fully the intended working relationships and responsibilities of each firm, as well as any examples of past experiences working together and working with the City.
- 9) Complete Form D: Cost Proposal to provide the City with a cost estimate. A "cost per survey" that will be used in all surveys throughout the contract period. This "cost per survey" should reflect the cost for completing one blight survey for one parcel. Also, provide an hourly cost for the individual(s) that will be responsible for the completion of Blight Studies. This hourly cost should include labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, printing, and per diem. A breakdown of labor costs, including position, hours, hourly rates of pay, and cost should also be provided.
- 10) A list of three (3) references for projects similar in scope. The dates during which the projects were conducted should be included (See FORM E).
- 11) Up to two (2) samples of comparable studies undertaken by the Project Manager you are proposing for this project. The Project Manager is defined as the person designated as having day-to-day responsibility to perform the work or to very closely supervise the work of others in the development of this project. Digital copies or one hard copy of each sample will be sufficient. Hard copies will be returned to you at your request. Provide the resume of the Project Manager and all professionals who would be actively working on this project. Resumes should list related project experience and general project duties.
- 12) Identification and description of the final deliverables to be produced for the project.

2.2 Service Requirements

CONTRACT

This contract with the City shall be for a term of one (1) year, commencing upon approval by the Common Council in 2021. The City, at its discretion, may renew this contract for three (3) subsequent one (1) year terms. Each renewal shall be for one (1) additional year per renewal. The City shall act as the lead agency for the purposes of executing this contract with the firm that is selected. The proposed contract is attached to this document as Appendix 2, Contract for Purchase of Services. No deviations from this contract will be permitted.

SCOPE OF SERVICES

The following scope of services shall be the general format for Blight Studies to be completed by the successful bidder.

- A. Background Summary / Executive Summary – This element shall summarize the report's findings, provide a brief overview of the district's location, structural makeup, and land uses,

identify blighting influences, as defined in State Statutes, and offer conclusions as to whether or not an area is blighted as defined in State Statutes.

- B. Structural Survey (Methodology) – This element shall outline and define the process used by the survey enumerator to complete the blight surveys for each parcel in the study area.
- C. Structure Rating Criteria – This element shall include rating criteria for each structure along with a description for each of the criteria therein.
- D. Parcel Rating System – This element shall identify the rating system(s) used for evaluating the parcels in the study area. These rating system(s) shall include the following formats, as applicable.
 1. A scored rating system for all parcels with structures shall be identified and described.
 2. A scored rating system for parcels without structures shall also be identified and described.
- E. Blighting Influences - All potential blighting influences that the person conducting the survey searched for shall be identified in this element. These shall include code violations, police calls, tax delinquency status (as applicable), condition of public infrastructure, and any other identified blighting influences.
- F. Findings – This element shall summarize the findings of the blight surveys while identifying the reasons for this finding. These findings shall be disaggregated by score and rating to identify those parcels that have blighted structures. The number of parcels with blighting influences shall also be identified, as well as the blighting influences that impact those parcels.
- G. Summary – The summary element shall provide an overall finding of the study, and whether or not the study area constitutes a blighted area under the applicable State Statutes identified above.
- H. Appendices – The appendices shall consist of the following elements:
 1. Sample survey form
 2. Completed survey forms (NOTE: If there is a large number of parcels, these forms may be provided under a separate attachment)
 3. Map of blighted parcels
 4. Map of blighted structures and blighted structures requiring clearance
 5. Map of parcels by block
 6. Summary table of findings including structural rating, number of blighting influences, and current rating of structure as identified from the survey process.

Photographs of blight, to be identified by address, location, and date.

2.3 Evaluation

Staff will select one firm based on the following weighted factors:

- 25% - Experience
- 25% - Cost
- 20% - Availability
- 20% - References
- 5% - Local preference purchasing
- 5% - SBE Firm Utilization

The City may require submitting firms to participate in interviews and / or negotiations.

This Request for Proposals does not commit the City to award a contract, pay any costs incurred in preparation of qualification statements, or to procure or contract for services or equipment. The City may require the submitting firm(s) to participate in negotiations and to submit such additional price, technical or other revisions to his or her submittals as may result from negotiation. The firm shall be responsible for all costs incurred as part of its participation in the pre-award process.

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

LOCAL PREFERENCE

The City of Madison has adopted a local preference purchasing policy that grants a 1% pricing preference or 5 percent request for proposal scoring preference to local vendors. Bidders seeking to obtain local preference status must meet specific criteria and register online at:

<http://www.cityofmadison.com/business/localPurchasing/index.cfm>

SMALL BUSINESS ENTERPRISES

The City of Madison reaffirms its policy of nondiscrimination in the conduct of City business by maintaining a procurement process which remains open to all who have the potential and ability to sell goods and services to the City. It is the policy of the City of Madison to allow Small Business Enterprises (SBE) maximum feasible opportunity to participate in City of Madison contracting. The bidder acknowledges that its bid has been submitted in accordance with the SBE program and is for the public's protection and welfare.

The Affirmative Action Division maintains a directory of SBEs which are currently certified as such by the City of Madison. You may access the SBE Directory online at www.cityofmadison.com/dcr/aaTBDDir.cfm. Questions concerning the SBE Program shall be directed to the City of Madison Department of Civil Rights, Affirmative Action Division, 210 Martin Luther King, Jr. Blvd., Room 523, Madison, WI 53703; telephone (608) 266-4910.

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

- a. Form A – Signature Affidavit
- b. Form B – Receipt Forms and Submittal Checklist
- c. Form C – Vendor Profile Information
- d. Form D – Cost Proposal
- e. Form E – References

APPENDIX

Blighted Area Definitions

TIF Statute Sec. 66.1105(2)(ae)(1):

"Blighted area" means any of the following:

a. An area, including a slum area, in which the structures, buildings or improvements, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

b. An area which is predominantly open and which consists primarily of an abandoned highway corridor, as defined in s. [66.1333 \(2m\) \(a\)](#), or that consists of land upon which buildings or structures have been demolished and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.

2. "Blighted area" does not include predominantly open land area that has been developed only for agricultural purposes.

Redevelopment Statutes Sec. 66.1333(2m)(b):

"Blighted area" means any of the following:

1. An area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

2. An area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

3. An area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.