OFFICIAL NOTICE #57885

REQUEST FOR PROPOSALS
PREPARATION OF AN
INDUSTRIAL LAND ANALYSIS

The Department of City Development (DCD) of the City of Milwaukee (the “City”), through the Redevelopment Authority of the City of Milwaukee (RACM), is requesting proposals from qualified firms/individuals (the “Consultant”) to prepare an Industrial Land Analysis.

The RFP can be found at the following link:

http://city.milwaukee.gov/DCD/RFPs

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due April 15, 2020, 4:45 p.m. (CST). Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP April 17, 2020.

In addition to submitting written questions as described above Proponents will have the opportunity to ask RACM staff about the RFP and scope of services during a live streamed informational session to be held on April 15, 2020 at 10:00 a.m. CST (additional info in the RFP document)

Proposals are due May 1, 2020 by 11:00 a.m. CST
***VIA E-MAIL – to ILA-RFP@milwaukee.gov***
(additional info in the RFP document)

RACM reserves the right to conduct in person interviews of the highest ranked firm(s). Should RACM choose to proceed with interviews, Proponents must be available either the week of May 18, 2020 or May 25, 2020, for said interviews via videoconference.

April 1, 2020

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Attachments:
A. SBE Information Form A (must be completed and attached to your proposal)
B. Affidavit of No Interest (to be filled out by the winning proposal, prior to issuance of the contract)
C. Designation of Confidential and Proprietary Information Form

Redevelopment Authority of the City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
I. Background & Overview

Growing Prosperity, Milwaukee's 10-year Action Agenda for Economic Development called for a data-driven, location-based approach to attract development to Milwaukee's industrial areas. Growing Prosperity set forth ambitious goals for Milwaukee to return 500 acres of vacant and underutilized land to productive use for industrial redevelopment and to consistently maintain an inventory of 100 available acres of developable land for manufacturers. To achieve these goals, Growing Prosperity recommended updating the City of Milwaukee's analysis of industrial zoned land to ensure that zoning regulations and industrial land policies and strategies align with current trends and market forces affecting industrial development, particularly within key regional asset industry clusters identified by the Milwaukee 7.

Milwaukee last carried out such an analysis in 2004, and the time is ripe for an update. The land use and facilities needs of modern manufacturers continue to evolve and Milwaukee must ensure its industrial zoning and land use policies facilitate continued reinvestment and job creation. The seven Business Improvement Districts (BIDs) in Milwaukee that represent industrial areas have begun to meet regularly to share best practices and collaborate on strategies that will have city-wide impacts. The Industrial BIDs are BIDs 25, 26, 31, 37, 40, 48, and 51. An updated industrial land analysis will help individual BIDs refine their own strategies as well as provide overarching guidance, based on current market conditions that can be used across the City of Milwaukee to support modern industry through land use policies and regulations.

II. Study Objectives

The goal of the City of Milwaukee Industrial Land Analysis is to provide the City of Milwaukee and other partners with a clear road map for making decisions about industrial land needs based on current and future market trends, along with implementation strategies. To that end, the study will answer the following questions:

- What is the anticipated current and future demand for industrial land within the City of Milwaukee?
- Is the amount of industrially zoned land within the City of Milwaukee sufficient to meet future demand? If not, what additional strategies can be pursued to meet future demand? If there is an excess of industrially zoned land, or if some sites may no longer be viable for manufacturing uses, under what circumstances is conversion for non-industrial uses appropriate?
- What are the quantifiable economic and net fiscal impacts to the City of Milwaukee associated with industrial redevelopment?
- What are the anticipated space requirements (building sizes, site conditions, location constraints, etc.) of modern manufacturers within Milwaukee's M7 regional assets industry clusters and among small scale manufacturers who may require multi-tenant spaces or have other unique space needs?
- Are there strategic adjustments that the City of Milwaukee should consider to its zoning code to meet the future space requirements of manufacturers, with a focus on those firms in regional asset industry clusters, as well as small-scale, early-stage local makers?
- What complementary strategies should the City, its industrial BIDs, and other partners pursue to best support manufacturing job creation and support the goals of Growing Prosperity and the M7 Regional Framework for Economic Growth?

III. Scope of Services – SEE BELOW
IV. Project Requirements

A. Time Frame
Work on this project should begin as soon as a contract with the Consultant can be executed, anticipated to be June/July 2020. The tentative date for contract completion is 8 months after the contract is executed. If this timeline is judged to be unreasonable, the Consultant should suggest a different completion date and explain the rationale. The project schedule is subject to change based on travel and meeting restrictions associated with the ongoing COVID19 crisis and will be refined during Contract negotiation based on information available at that time. Please see additional language related to COVID19 in the Scope of Services.

B. Project Coordination
The contract to complete the Market Analysis will be with the Redevelopment Authority of the City of Milwaukee (“RACM”). RACM is an independent body affiliated with the City of Milwaukee Department of City Development (“DCD”). DCD provides staff support to RACM to carry out its activities, and a DCD Senior Planner will be assigned to manage this contract on behalf of RACM, provide day-to-day project management, and serve as the primary point of contact for the selected Consultant during this project. The DCD/ RACM project manager will also coordinate ongoing project input from a Contract Management Team (CMT) made up of key City staff and representatives from two of the industrial BID’s partnering on this project. Additionally, DCD/ RACM will convene a Plan Advisory Group (PAG) that will consist of a broader group of local economic development stakeholders and technical experts who will provide input at milestone points in the project as described in the Scope of Services.

C. Contract Format
A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee (RACM) and the selected Consultant based upon the scope of work defined. Billing periods will be allowed on a monthly basis. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

Based on available funding, the anticipated total cost to complete the base scope of work herein will be $90,000 - $100,000. There is a possibility that additional funding may become available as the project progresses to add additional elements to the base scope of work.

D. Insurance
The successful Consultant is required to furnish evidence of insurance coverage to RACM/CITY for Workers Compensation, Commercial General Liability, Automobile Liability and Professional Liability in the amounts detailed below prior to contract execution:

1. Workers Compensation and Employers Liability (Statutory)

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
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<tbody>
<tr>
<td>Bodily Injury by Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$100,000</td>
</tr>
<tr>
<td>Policy Limit</td>
<td>$500,000</td>
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</tbody>
</table>

   To Include: Other State’s coverage.

2. Commercial General Liability

<table>
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<tr>
<th>Type</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury/Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Operations aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal injury aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

To include: Other State’s coverage.
To include: Occurrence coverage, premises/operations coverage, and contractual liability for risks assumed in the contract.

3. Automobile Liability
   Each accident $1,000,000
   To include: Coverage for all owned, non-owned, and hired vehicles

4. Professional Liability
   Each occurrence $1,000,000
   To include: Coverage must remain in effect for a period of not less than 2 years beyond the end date of the contract.

   If Claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising a the extended reporting period endorsement option from the expired policy for a period of not less than 2 years, if the replacement insurer will not preserve the original retroactive date.

The Consultant shall provide the RACM with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. RACM shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the RACM to terminate a Contract. RACM, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

The Consultant shall not permit the coverage to lapse and shall furnish evidence of coverage to the RACM.

The certificate holder shall be: Redevelopment Authority of the City of Milwaukee
809 N. Broadway, 3rd floor
Attn: Scott Stange, Purchasing/Contract Services
Milwaukee, WI 53202

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged, and the elements below, excluding work samples, should not exceed ten (10) pages in total.

1. Title Page
   The title page should include - RFP #57885, City of Milwaukee Industrial Land Analysis, and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.
2. Letter of Transmittal
The letter of transmittal should concisely describe the Consultant's understanding of the work to be performed. Explain the Consultant team's proposed process for conducting the proposed analysis and developing recommendations.

3. Time and Cost
The Consultant should provide a time and cost estimate for each project task from this RFP's Scope of Services. The Consultant must provide an all-inclusive cost schedule, including fees and reimbursables (e.g. travel). The successful Consultant shall be expected to honor the cost schedule identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

4. Documentation of Past Experience and Qualifications
Provide information about the Consultant's experience in working on similar projects. Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references for these projects, the dates the work was performed, whether the office proposed for this contract was the servicing office, and whether key persons assigned to these projects are still with the firm and available to work on this project. Consultants should specifically identify completed projects that included the development of industrial market analyses and land use policies. If subcontractors will be used for key tasks, they must be identified and information should be provided about their experience as well.

Provide a sample of work from a comparable project demonstrating the analytical, writing, and graphics ability of key consultant staff assigned to the project. This sample should be sent in an optimized .pdf format attached to a separate e-mail at the time of submission. The work sample will not count towards the proposal page limit.

5. Staffing
The Consultant must identify of the specific people/person who would manage this project and a description of their experience and qualifications.

Key Consultant staff to be assigned to the plan must be identified, along with a description of the tasks and approximate number of hours of involvement of each staff person in the project. Consultant should confirm that these key staff have the described availability to work on the project consistent with the proposed project schedule.

If the Consultant proposes to use subcontractors for this project, subcontractors must be identified, along with a description of the tasks and approximate number of hours of involvement of each.

Provide the following information about proposed subcontractors: Company name, name of contact, title of contact, telephone number. All subcontractors must be approved by the City of Milwaukee.

6. Small Business Enterprise (SBE) Participation
The goal for this contract is a total combined Small Business Enterprise (SBE) participation rate of 18% of the total dollars expended on this Contract. SBE’s must be currently certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee, go to the following link, click on the “SBE Business Directory” and then click on “Search for Certified Firms”: http://city.milwaukee.gov/osbd

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).
B. Selection of Consultant - After screening proposals for completeness and project cost; DCD staff and the contract management team, will evaluate proposals and assign points to each proposal based on the following criteria:

- Consultant team’s experience in preparing market analyses, particularly for industrial markets (up to 25 points);
- Consultant team’s experience in developing industrial land use strategies, including experience in evaluating zoning codes, developing land use policies, and crafting business attraction strategies, particularly within an industrial context (up to 20 points);
- Consultant’s proposed process and level of effort, including for Stakeholder Engagement and for developing actionable implementation recommendations that integrates all the elements of the plan (up to 20 points);
- All-inclusive cost, including fees and reimbursables (e.g. travel) (up to 10 points);
- Quality of graphics and writing in sample work included with the proposal (up to 10 points);
- Clarity and conciseness of the proposal (up to 5 points);
- SBE Business participation (up to 10 points)

C. Submission Deadline

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFQ Requirements) to Scott Stange. Questions must be sent in writing no later than 4:45 p.m. (CST) on April 15, 2020. Questions initiated after 4:45 p.m. (CST) on April 15, 2020, will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by April 17, 2020:

http://city.milwaukee.gov/DCD/RFPs

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent.

In addition to submitting written questions as described above, Proponents are invited to participate in an information session that will include the opportunity to ask RACM and DCD staff about the RFP and scope of services during a live streamed informational session to be held on April 15, 2020 at 10:00 a.m. (CST). Attendees are encouraged to register for the session in advance and test their system capabilities to ensure they can access the webinar. The following link will allow interested participants to register for the webinar: https://register.gotowebinar.com/register/4539735482862921739.

Questions and answers from the information session and a link to the archived recording of the information session will be posted along with the RFP addendum.

The proposal should be submitted via e-mail to DCD to the following e-mail, no later than 11:00 a.m., May 1, 2020. The proposals must be submitted along with the required, SBE Form A (commitment for SBE participation). Late submissions will not be accepted.

Proposals should be e-mailed to: ILA-RFP@milwaukee.gov

RACM cannot and does not guarantee that emailed proposals are received. Emailed proposals must be received in their entirety before the bid closing time.

**Please note, the size of one email cannot exceed 50MB**
SCOPE OF SERVICES and WORK PLAN
for
City of Milwaukee Industrial Land Analysis

COVID19 Impacts Note: A number of scope items call for in-person meetings with the project team or larger groups of stakeholders. DCD/RACM will continue to monitor and follow all relevant COVID19 related guidance and regulations regarding travel and in-person meetings. When preparing responses and cost proposals to respond to this RFP, proposers should assume that all meetings described as “in-person” in the scope will take place in-person, in Milwaukee. If travel or in-person meeting restrictions continue to be in effect at the time of anticipated project initiation, DCD/RACM may elect to postpone the start of the project, or may work with the selected Consultant to make adjustments to the scope during contract negotiations to accommodate remote electronic meetings rather than in-person.

Task 1: Plan Initiation
1.1. Contract negotiation. Conduct contract negotiations finalizing project scope, budget, schedule, and interim deliverables with the Redevelopment Authority of the City of Milwaukee and the Department of City Development (“DCD/RACM”).

1.2. Contract Finalization. Sign contracts with DCD/RACM that include the final scope, budget, and schedule as exhibits.

1.3. Project Initiation Meeting. Conduct in-person project initiation meeting with Contract Management Team (CMT) to review the work plan, desired outcomes, expectations, project budget and timetable. The Contract Management Team will be led by DCD/RACM and include representatives from two Industrial BIDs.
   • DCD/ RACM will provide data identified in Task 2 at or prior to the Project Initiation Meeting.

Task 2: Information Gathering and Analysis of Existing Conditions
2.1. Tour. Consultant will conduct a visit and one-on-one interview with each of Milwaukee’s seven industrial BIDs. DCD/ RACM will assist in the scheduling of these tours, and they may be coordinated in conjunction with the Project Initiation Meeting.

2.2. Past Plan Review. The analysis will consider and be informed by the following prior plans:
   a. Growing Prosperity: An Action Agenda for Economic Development
   c. Harbor District Water and Land Use Plan
   d. Menomonee Valley 2.0 Area Plan
   e. Aerotropolis Development Plan
   f. 30th Street Corridor Economic Development Master Plan
   g. Granville Strategic Action Plan and Land Use Study
   h. Riverworks Strategic Action Plan
   i. Havenwoods Neighborhood Plan
   j. Citywide Policy Plan
   k. M7 Regional Framework for Economic Growth
   l. SEWRPC Vision 2050-A Regional Land Use and Transportation Plan
   m. State of Urban Manufacturing-Milwaukee City Snapshot (Urban Manufacturing Alliance)
2.3. **City provided data.** DCD will provide Consultant with current and historic parcel level data containing information on current industrial zoning and existing land uses within industrial districts. Information available in the City Master Property Database includes property ownership, assessed value, square footage, land use, etc.

2.4. **Interviews with key stakeholders.** In addition to the tours and interviews with Industrial BIDs, the Consultant should conduct in-person interviews with 5-7 experts in the local industrial market. This may include industrial developers, brokers, etc. Individuals will be identified through discussions between DCD/ RACM and Consultant, and DCD/ RACM will assist in scheduling the interviews.

2.5. **Focus Groups.** DCD/ RACM will arrange 2-3 in-person focus groups with stakeholders about the key issues facing industrial land in the City of Milwaukee. Participants will be identified through discussions between DCD/ RACM and Consultant.

**Task 3: Stakeholder Engagement**

Ongoing stakeholder engagement will be an important part of the study. The final stakeholder engagement plan will be finalized with the input of the selected consultant during Contract Negotiation. The following should be considered a starting point for further discussion. DCD/ RACM will arrange all meetings including meeting locations, times, and invitations. DCD/ RACM will work with the Consultant to consolidate meetings whenever possible to reduce required travel to the degree possible.

3.1. **Plan Advisory Group.** In addition to regular communication with the DCD/ RACM Project Manager, it is expected that the consultant will attend, in person, 3 meetings over the course of the study with a Plan Advisory Group (PAG) made up of the Industrial BIDs and other stakeholders who work in local industrial development. These meetings would be scheduled at project milestone dates to allow the consultant to present findings and solicit feedback.

3.2. **Public Meetings/Open Houses.** DCD/ RACM anticipates that there will be 2 larger-scale community meetings or open houses to present study findings and recommendations to the general public. These community meetings could be in conjunction with existing community events and would be scheduled to likely occur on the same day as Plan Advisory Group meetings.

3.3. **Final Presentation.** Consultant will present the results and recommendations of the analysis to a standing committee of the Milwaukee Common Council at the conclusion of the project.

**Task 4: Industrial Supply and Demand / Market Analysis**

The purpose of this task is to analyze the current supply of industrial land, citywide and within the seven industrial BIDs, and estimate the future demand for industrial land. This task also includes analyzing the key characteristics of the industrial districts to determine how well-positioned they are for future manufacturing based on the market analysis.

4.1. **Industrial Market Analysis.** The Consultant will develop an Industrial Market Analysis that includes the following elements:

   a. Report on the current supply of industrial zoned land for the city as a whole and for each industrial BID. Summarize land prices and lease rates for different classes of space. For
each industrial BID, assess the general character of the district, including types of manufacturing activities, age of buildings, parcel sizes, building formats, proximity to workforce, proximity to workforce housing, and access to transportation and freight networks.

b. Analyze the current and likely future demand for industrial uses within the City of Milwaukee. This should include examining the share of regional industrial development currently being captured within the City of Milwaukee, as well as projections about future regional industrial land demand trends. This analysis should explore demand across different segments of industrial land users such as large-scale manufacturers, small scale “makers,” small scale manufacturers looking to expand, shipping/warehousing/logistics uses, and storage.

c. Describe the facilities/space needs (including typical building size, required features, transportation and infrastructure requirements, etc.) for potential future users based on regional and national trends. Examples of sectors that should be included are M7 regional industry asset clusters, distribution/logistics, and small-scale urban manufacturers who may require multi-tenant spaces or are looking to size up.

d. Based on the current supply and the projected demand, assess whether the current supply of industrial land is sufficient to meet current and future demand.

e. Identify threats or competitive disadvantages, including transportation and infrastructure related disadvantages and demand for industrial space from incompatible uses that may prevent the City from being able to capture its share of the regional demand for industrial uses or threats to the City’s ability to preserve industrial lands.

f. Identify competitive advantage and opportunities, including transportation and infrastructure related advantages, for the City to grow industrial demand, cultivate industrial clusters, and capture a greater share of the regional demand for industrial uses.

**Task 5: Economic Benefits and Fiscal Impacts of Industrial Development**
The purpose of this task is to compare the economic and net fiscal impacts to the City of Milwaukee associated with industrial development to other land uses to show the potential impacts associated with preserving or converting industrial land.

5.1. **Fiscal Impact Analysis.** Assess economic benefits and net fiscal impacts to the City of Milwaukee associated with industrial uses/industrial development, including compared to other types of uses. Factors to consider include tax base, demands on city services, regional economic impact, employment potential, and a comparison of wages associated with different types of jobs.

5.2. **Employment Profile.** Prepare an employment profile of Milwaukee’s current industrial workforce that includes industry, wage, and educational data. This should include analyzing the number and location of jobs in relation to the place of residence of the industrial workforce using Census Bureau LEHD data (or other data provided by DCD/ RACM).
5.3. **Infographic.** A component of this task should include an easy to understand graphic or series of graphics not to exceed 2 pages summarizing the economic benefits of industrial development.

**Task 6: Industrial Preservation and Attraction Strategies**

The purpose of this task is to provide the City and its other partners with effective strategies to preserve and attract industrial development to the City. In addition to land use controls, such as zoning, the City and other partners are interested in other national best practices for supporting manufacturing.

6.1. **Zoning Code Evaluation.** Based on stakeholder input and the results of the Market Analysis, recommend zoning code updates that DCD/ RACM should consider to support modern manufacturing and meet future demand. This could include evaluating the allowable uses within zoning districts, as well as evaluating the dimensional and design standards to make sure the industrial zoning district adequately addresses modern manufacturing sectors within an urban environment. This would include analyzing whether modern manufacturing processes may make certain uses, that have historically been limited to industrial districts, compatible with commercial districts.

6.2. **Attraction Strategies.** Based on national best practices, a review of successful strategies from peer cities, and local context, recommend industrial attraction and preservation strategies for DCD/ RACM and its partners to achieve industrial preservation and attraction goals, and capture a greater share of projected regional demand. This could include policy changes, new programs, infrastructure improvements, and branding campaigns, among others.

6.3. **Industrial Area Recommendations.** Based on the supply and demand analysis, identify those areas where industrial land should be preserved and if there are areas where conversion to non-industrial land uses may be appropriate. For areas that should remain industrial, determine if the current industrial zoning classification is the best fit or whether a different industrial zoning district is more appropriate. Consider the particular characteristics of each industrial area in identifying where land should or should not be preserved for industrial uses. This task should also consider the market potential for the re-use of existing industrial buildings (i.e., for existing industrial buildings that may not be feasible for industrial re-use, what other uses should be supported to achieve the City’s land use and economic development goals?).

**Task 7: Implementation**

This task consists of preparing two deliverables for the final report.

7.1. **Rezoning Evaluation Framework.** In consultation with DCD/ RACM and based on the results of the Market Analysis and recommendation of this study, develop an updated framework for DCD/ RACM to utilize when evaluating rezoning requests of industrial land. The framework created as part of the 2004 Industrial Land Use Analysis project is included as an attachment to this RFP for example purposes only of what DCD/ RACM currently uses as a decision-making tool.

7.2. **Action Items.** A matrix of action items, top priorities and responsible parties for recommended strategies.
Task 8: Reports, Interim and Final Deliverables
The following represents the main deliverables for this project. The delivery of these deliverables will build towards the Final Report, and will be linked to important study milestones, such as PAG meetings.

8.1. Existing Conditions and Market Analysis. The results of the Market Analysis will be presented upon completion to the PAG and other stakeholders.

8.2. Preliminary Recommendations. Preliminary recommendations will be presented for feedback prior to completion of the Draft Report.

8.3. Draft Report. A draft report will be provided for DCD/ RACM, CMT, and PAG review.

8.4. Final Report with Appendices. The Final Report should incorporate project team feedback from the Draft Report, and should be highly graphical, with infographics and images to enhance readability.

8.5. Presentation Materials. A presentation of the market analysis and final recommendations will be compiled in a PowerPoint and a short brochure or handout.

Task 9: Project Management and Quality Assurance

9.1 Project Management. The Consultant will manage the project in accordance with standard Consultant practices, including managing any approved sub-consultants, providing regular invoicing and budget and schedule reviews. If the Consultant engages sub-consultants as part of its team, invoicing for activities completed by those sub-consultants should be included as part of Consultant’s invoicing. DCD/ RACM will not pay sub-consultants directly.

9.2 Project Schedule. It is anticipated that the Draft Report will be submitted within 6-8 months of project initiation. The Final Report will be submitted within one month of receipt of all comments and revision of the draft document. A proposed detailed project schedule with interim deliverables will be developed jointly by the Consultant and DCD/ RACM during Contract Negotiation. Any changes to the project schedule after execution of the contract must be agreed to in writing by both DCD/ RACM and the Consultant.
General RACM RFP Requirements

1. Interpretations of RFP
Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals
Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by e-mail.

3. Withdrawal of Proposals
Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing (via e-mail). Negligence on the part of the Consultant in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals
RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract
The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments
The RACM and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the
Consultant’s work product and upon acceptance by the RACM of the services performed.

7. Termination of Contract for Cause
If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the RACM shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the RACM, become the property of the RACM. Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM for damages sustained by the RACM by virtue of any breach of the contract by the Consultant.

8. Sales Tax
Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal
This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the RACM reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous
The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity
The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled “Equal Employment Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification
The Consultant agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims,
demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure
The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics
It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law
Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.
## Evaluation of Proposed Rezoning

**(To be completed by City/MEDC Staff.)**

### Address:

[Blank]

### Current (or most recent) Use:

[Blank]

### Evaluation of Rezoning Request

<table>
<thead>
<tr>
<th>Evaluation of Rezoning Request</th>
<th>Preserve for Industry or Business Services</th>
<th>Rezone to Other Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the site located in one of the following designated Industrial/Business Corridors? <em>(See City of Milwaukee Map of Industrial/Business Corridors for boundaries of designated areas.)</em></td>
<td>☐ Yes = up to 5</td>
<td></td>
</tr>
<tr>
<td>- 30th Street ICC Corridor</td>
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<tr>
<td>- Airport Industrial Corridor</td>
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<tr>
<td>- Havenwoods</td>
<td></td>
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<tr>
<td>- Haymarket</td>
<td></td>
<td></td>
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<tr>
<td>- Inner Harbor/Port</td>
<td></td>
<td></td>
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<tr>
<td>- Kinnickinnic River Parkway</td>
<td></td>
<td></td>
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<tr>
<td>- Menomonee Valley</td>
<td></td>
<td></td>
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<tr>
<td>- North Milwaukee</td>
<td></td>
<td></td>
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<tr>
<td>- Northwest/Land Bank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Oklahoma Avenue</td>
<td></td>
<td></td>
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<tr>
<td>- Riverworks</td>
<td></td>
<td></td>
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<tr>
<td>- State Street</td>
<td></td>
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<tr>
<td>- Timmerman Airport</td>
<td></td>
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<tr>
<td>- Walker's Point</td>
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<tr>
<td>- Zoo Industrial</td>
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</tbody>
</table>

Are existing uses adjacent to the site predominantly industrial or compatible businesses?

**Does the Comprehensive Plan and Relevant Strategic Plan call for this area to remain Industrial/business?**

| 2. Does the site have good accessibility?                                                     | ☐ Yes = 1                                  |
| - Is the area well served by public transportation making it easily accessible to the local labor market? |                                            |                     |
| - The site is within 5 miles of interstate access & is well served by major transportation corridors. |                                            |                     |
| - Is the site served by rail or can rail services be reasonably extended to the site?         |                                            |                     |

| 3. Is the facility (or site) viable for industrial use or business support services?          | ☐ Yes = up to 2                             |
| Existing structures on the site are suitable for modern industrial use:                      |                                            |                     |
| - 5,000 SF or more in a single story facility                                               |                                            |                     |
| - 18' or higher ceiling clearance                                                           |                                            |                     |
| - 100' or more in depth; 40' or greater column spacing                                      |                                            |                     |
| - loading docks                                                                             |                                            |                     |

---

*S. B. Friedman & Company 42 Development Advisors*
<table>
<thead>
<tr>
<th>Evaluation of Rezoning Request</th>
<th>Preserve for Industry or Business Services</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3. (Continued)</td>
<td></td>
<td></td>
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<tr>
<td>• parking is available on-site</td>
<td></td>
<td></td>
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<tr>
<td>OR</td>
<td></td>
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<tr>
<td>Existing structures on the site are suitable for compatible business uses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The building has limited re-use potential for a modern industrial user, but could be converted to a compatible, non-industrial use such as business services, health services, general office use, or high tech use.</td>
<td></td>
<td></td>
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<tr>
<td>OR</td>
<td></td>
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<tr>
<td>The size and configuration of the site make it suitable for industrial or business service use.</td>
<td></td>
<td></td>
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<tr>
<td>• The site is at least 2 acres in area and represents a significant development opportunity for new industrial (or compatible, job-generating) development, or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The site is vacant or under-utilized and can be consolidated with adjacent vacant or under-utilized sites to create a developable parcel of at least 2 acres in area.</td>
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<td></td>
</tr>
<tr>
<td>4. If the site is preserved for industrial or business services uses, do the number and quality of existing (or potential) jobs provide a substantial public benefit?</td>
<td>☐ Yes = up to 2</td>
<td></td>
</tr>
<tr>
<td>5. Does demand exist for Retail, Residential, or Other Non-industrial Uses?</td>
<td>☐ Yes = 1</td>
<td></td>
</tr>
<tr>
<td>• An end-user has been identified or demand for the proposed non-industrial use has been demonstrated.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• The proposed non-industrial use provides a service to the community.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Will the proposed use result in the preservation and restoration of a structure with historical or architectural significance?</td>
<td>☐ Yes = up to 2</td>
<td></td>
</tr>
<tr>
<td>7. Will the proposed use have a positive fiscal impact on the City, School District, etc?</td>
<td>☐ Yes = 1</td>
<td></td>
</tr>
<tr>
<td>8. Does the site have frontage on a principal commercial arterial?</td>
<td>☐ Yes = up to 5</td>
<td></td>
</tr>
<tr>
<td>And/or does the Comprehensive Plan or area Strategic Plan call for this area to convert to a non-industrial use?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. If the site is rezoned, does the new use provide a substantial public benefit in terms of the number and quality of proposed jobs?</td>
<td>☐ Yes = 1</td>
<td></td>
</tr>
</tbody>
</table>
### Evaluation of Rezoning Request

<table>
<thead>
<tr>
<th>OTHER SITE SPECIFIC FACTORS TO BE CONSIDERED:</th>
<th>Preserve for Industry or Business Services</th>
<th>Rezone to Other Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Is the proposed use incompatible with adjacent industrial uses with little or no opportunity to provide buffering to protect adjacent industrial uses? (For example, a proposed residential development would be incompatible if it abuts loading docks, staging areas, or other active industrial uses with no opportunity for buffering.)</td>
<td>☐ Yes = 1</td>
<td>□</td>
</tr>
<tr>
<td>11. Environmental, Geotechnical, and Other Site Conditions</td>
<td>☐ More viable for industrial/busn. svc. use = 1</td>
<td>☐ More viable for retail or residential use = 1</td>
</tr>
<tr>
<td>• If the site is contaminated, is remediation more viable with an industrial/business service use, or with a retail or residential use? (For example, if clean-up costs exceed fair market value for industrial property, the site is likely to remain vacant and/or under-utilized without public assistance for clean-up or rezoning to a use with higher land value.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Are there geotechnical or other site conditions which make industrial re-use more viable? Residential use more viable? Retail use more viable?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If such factors exist, distribute up to 5 points as appropriate.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

These criteria are intended to guide the evaluation of a request for rezoning an industrial site. While a specific "threshold" score has not been established to determine if a site should or should not be rezoned, the higher the score in the left column above, the stronger the case is for retaining industrial zoning. Alternatively, the higher the score in the right column above, the stronger the case is for changing to a non-industrial zoning classification.

---

**S. B. Friedman & Company**

**Development Advisors**

17
The bidder's commitment for SBE participation on this project is ..................... ____%.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached proposal or selection of subcontractors or material suppliers for such proposal.

The undersigned acknowledges, understands, and agrees that submission of a proposal bid shall commit the bidder to comply with the City of Milwaukee’s Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name ___________________________  Authorization Signature and Title ___________________________

Printed Name ____________________________________________

STATE OF WISCONSIN, COUNTY OF ________________________________

The above personally came before me this ____ day of (month) ____________, (year) ______, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public ___________________________  County of ___________________________, Wisconsin

My Commission Expires: ____________________________
STATE OF WISCONSIN ]
]
SS
MILWAUKEE COUNTY ]

__________________________, being first duly sworn, on oath deposes and says that he/she is the agent of the ________________________________, Consultant, for the attached submission for Official Notice No. #57885, Preparation of the Industrial Land Analysis.

Affiant further deposes and says that no officer, official or employee of the Redevelopment Authority of the City of Milwaukee has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP.

__________________________
(Signature)

Subscribed and sworn to before me this ___ day of ________, 20__.  

Notary Public, Milwaukee County, Wis.  
My commission expires ________.
Material submitted in response to the RACM Request for Proposal No. 57885 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had the RACM not pledged to keep it confidential* and request that the following pages not be released:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)              Telephone Number

Name (Please Print)              Company Name

Title              Date

NOTE: The RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The RACM preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. ______, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

Rev. 8/09