

CITY OF CUDAHY, WISCONSIN



REQUEST FOR PROPOSALS

CITY OF CUDAHY MARKET ANALYSIS

2009

**CITY OF CUDAHY
DEPARTMENT OF ECONOMIC DEVELOPMENT
5050 South Lake Drive
Cudahy, WI 53110
CITY OF CUDAHY DEPARTMENT OF ECONOMIC DEVELOPMENT
CUDAHY, WISCONSIN**

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CUDAHY, WISCONSIN**

**REQUEST FOR PROPOSAL
RETAIL MARKET ANALYSIS**

Sealed proposals addressed to the City of Cudahy Department of Economic Development for

CITY OF CUDAHY RETAIL MARKET ANALYSIS

will be received at 5050 South Lake Drive, Cudahy, Wisconsin 53110, until **3PM, TUESDAY, March 31, 2009.**

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining the price and technical qualifications.

PROJECT DESCRIPTION

The Department of Economic Development (DED) is seeking professional consulting services to undertake the preparation of a Retail Market Assessment Study of the City.

BID DOCUMENTS

Offerors may obtain a copy of the bid package online at www.cudahy4business.com, between the hours of 8:00 AM and 5 PM at the DED, 5050 South Lake Drive, Cudahy, Wisconsin 53110 or by calling (414) 769-2275 and requesting the City of Cudahy Retail Market Analysis RFP. There is no charge for the document.

PRE-BID CONFERENCE

A pre-bid conference will be held March 17, 2009 at 1 PM. The meeting will be held in the Conference Room A, 5050 South Lake Drive, Cudahy, Wisconsin 53110. Call (414) 769-2215 for directions.

INSURANCE

Proof of insurance will be supplied to the Director of Economic Development prior to the start of work.

AGREEMENT The successful offeror shall be required to complete a two party standard form of agreement. See Attachment B.

NOTICE TO OFFERORS

THE CITY OF CUDAHY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN PART OR FULL AND TO WAIVE ANY TECHNICALITIES OR INFORMALITIES AS MAY BEST SERVE THE INTERESTS OF THE CITY.

CITY OF CUDAHY RETAIL MARKET ANALYSIS

BACKGROUND INFORMATION

The City of Cudahy is a suburban city in Milwaukee County. Cudahy was incorporated in 1906 and is located in Milwaukee County. The City has an estimated population of 18,315, covers just over 4.8 square miles, and is located about 10 minutes south of the Downtown Milwaukee, situated between Mitchell International Airport on the west side and beautiful Lake Michigan on the east side. The city is accessible from major freeways and highways including I-94, and state highways Lake Parkway (794) and major county trunk highways with Layton Avenue on the north and College Avenue on the South and Lake Drive on the east.

The City is finalizing the 2020 Comprehensive Plan and is expecting it to be approved in Summer 2009. Within the plan the City identified the distinct commercial districts and identified potential development opportunities that could be supported:

Downtown Lakeside Commons District

Characterized by historic commercial buildings, and long standing retailers, a new public library and updated streetscaping. The planned KRM commuter rail system is being planned for this area.

Layton/Pennsylvania Gateway District

Functions as the northwest gateway to the City. Retail, Office and Industrial uses can be found in this area.

South Packard Avenue Corridor

Traditionally served as a commercial buffer area between the historic industrial core and the historic residential neighborhoods home to many of the employers of companies such as Patrick Cudahy, Ladish Company and Vilter Manufacturing. It is an out-dated commercial corridor.

Lakefront Corridor

The area lies to the east of Lake Drive and consists primarily of parkland there is interest from the Community to investigate the potential of a restaurant in this area.

South Pennsylvania Avenue Corridor

Presently home to significant industrial development, the area has a number of vacant parcels and redevelopment sites. The vision for this area includes commercial businesses.

SCOPE OF SERVICES

The City of Cudahy is seeking professional services to conduct the required analysis related to development of a retail market analysis and implementation plan for the City. The DED and private property owners in the area have undertaken a significant effort to revitalize the area. The effort has attracted some new private investment interest; however, there is a need to understand what the residents of the City are spending their disposable income on to build upon the current momentum.

Components of the plan process should include:

- A. Analyze Existing Data: Review and evaluate existing information, including information needed to define the primary trade area and consumer demographics. Following this review and evaluation the consultant should identify additional data needs and provide a strategy and timetable for data collection;
- B. Commercial Trade Area Analysis: Determine the City's ability to support new retail operations. Estimate a geographic trade area, including the primary market area serving local households. The primary trade area will constitute an area from which approximately 70 percent of total annual sales are derived. Undertake primary, in-field analysis of drive times, road networks, peripheral communities and natural barriers to assist in developing trade area parameters. The analysis should also include a field reconnaissance of local retailers in the City and Southshore;
- C. Interview real estate professionals to confirm consultant's estimates of the primary trade area;
- D. Consultant will identify retail centers considered competitive with this area of Southshore. This will include nearby commercial districts shopping centers and big box retailers;
- E. Utilizing the supply and demand data, consultant will determine which products and services have unmet sales potential, or where such spending potential is "leaking" to other market areas outside these area and why. The study will focus on regional retail opportunities along Pennsylvania, neighborhood-level retail opportunities that complement the residential character of the neighborhood and downtown retail opportunities;
- F. Confirm results of quantitative analysis by conducting a shopper survey of residents.
- G. Characterize options for creating a mix of retail businesses that would (a) augment the existing business mix, (b) address unmet consumer needs for

- goods and services, (c) be consistent with the community vision and (d) otherwise contribute vibrancy and synergy to the City;
- H. Recommendations for achieving the business mix should include but not be limited to: regulations and incentives that could be implemented by the City, specifically those related to zoning; business recruitment strategies; options for strategic business partnerships; options for the involvement of existing business associations; and financial and other incentives programs.
 - I. Identify retail opportunities based on seasonal data.

PRODUCTS OF THE STUDY

Upon completion of the study the following work products should be submitted to the DED:

- A. Memorandum providing an in depth discussion of existing data and data needs concerning the existing business mix, primary market area and consumer demographics, and providing a strategy for addressing data collection needs in a cost efficient manner.
- B. Map of primary trade area.
- C. A written analysis of the regional retail market, an overview of the demographic and economic characteristics that define the trade area and customer base, and an assessment of how the competitive retail market impacts the potential within the City and Southshore;
- D. A spreadsheet showing various retail opportunities with leakage, market capture, and the square footage of retail the City maybe able to capture.
- E. Shopper survey instrument and tabulation of survey results and cross tabulation and Identification of key issues revealed through the surveys
- F. A final report encompassing Tasks A-H in the scope of services.

PUBLIC INPUT PARTICIPATION PLAN

The City of Cudahy is committed to public outreach regarding business recruitment and retention. The Final Report as well as any other products of this exercise must reflect input from the citizens of the City of Cudahy, property owners, business tenants of the City and other valid stakeholders. The successful responder will develop a public process that ensures a product fully reflective of all interested and, affected parties interests.

Responses should include the proposed approach to and schedule for an incorporating input from these sources into the process and product. Examples of previous experience and outcomes in such a community-based planning environment should be provided. The DED staff will provide guidance, technical support, equipment, meeting rooms, mailing lists, and other essential support regarding these community outreach and public process efforts.

TEAM

The successful offeror will be a “team” which includes expertise in:

- Revitalization of urban centers
- Market and economic feasibility
- Strong communication and meeting planning/facilitation and presentation skills;
- Proven success in soliciting and integrating public input in planning processes.

CONSULTANT SELECTION/PROJECT SCHEDULE

- | | |
|--|----------------|
| • RFP announcement sent and posted | March 11, 2009 |
| • Proposal submittal deadline 3:00 p.m. | March 31, 2009 |
| • Schedule interviews/presentations | April 14, 2009 |
| • Final selection and contract negotiations | April 17, 2009 |
| • Contract awarded/executed copies distributed | April 21, 2009 |
| • Issuance of Notice to Proceed | April 24, 2009 |
| • Final Report Completion Date | July 1, 2009 |

Note: Interviews will be conducted as follows:

1. Presentation by Consultant (45 minutes)
2. Question and answers (15 minutes)

Work shall begin within ten (10) days following receipt of a Purchase Order by the Consultant and shall be completed within 250 calendar days. The contract terms maybe extended by the DED. The anticipated contract commencement date will be April 21, 2009.

FINAL REPORT FORMAT

Upon completion of the design Guidelines the following work product should be submitted to the DED:

- A. Camera ready documents with all maps, photographs, renderings and graphics.
- B. All materials should be provided in digital format on a compact disk. Hardcopy should be in original color.

The Final Report shall be produced in an appropriate format determined in consultation with the DED. All final documents and materials shall be provided in an appropriate digital format determined in consultation with the DED (including by not limited to: HTML, portable document file, and Microsoft Word) that allows for easy updating by DED and or city staff and for publication on the DED website.

The successful offeror will be required to copy the Final Report at the conclusion of the work, as well as fifty (50) copies of the document suitable for public distribution.

ROLES AND RESPONSIBILITIES

DED Role and Responsibilities

The DED will provide the successful offeror with general guidance and liaison services to other City Departments. The DED will assist the successful offeror by providing guidance, base maps, and background material.

The Consultant should provide services for the following tasks:

Orientation

Conduct on-site orientation with all key consultant team members that will include meetings and tours by the DED and city staff in order to understand the existing context and desired goals of the project. The consultant will also receive various documents from the DED that are relevant to the project.

Orientation Summary Report

The consultant will provide a report to DED summarizing their findings following the site visits, document review, and any issues facing the City related to achieving quality business recruitment and retention.

Alternatives Draft Presentation

The Consultant will draft and present some initial concepts, in the form of alternatives, to provide options for the market analysis. This will include both illustrative maps as well as showing a proposed format for layout of the final document. DED and Consultant team will organize meetings with key groups and the public in order to have the Consultant present and receive feedback on these parts of the analysis. DED will review the feedback received with the Consultant after these meetings.

Full Draft and Final Manual

Consultant will prepare a Full Draft report and deliver to DED for review, comment, and revisions. A final series of community meetings will then be set by the Consultant and DED to present and receive feedback on the draft report. DED will attempt to schedule these meetings to require no more than 2 site visits by the Consultant.

Following a review with DED of the requested revisions, the Consultant will prepare a final completed version of the Market Analysis. The final report will include all text and graphics in final format. The Consultant will deliver the final manual, with both one camera-ready hard paper color copy, and one digital version.

DED Review

DED will review and comment on the Final Market Analysis report in an effort to ensure accuracy and adherence to the project scope and contract.

Final Approval

DED will coordinate final approval with the CDA and City Common Council.

MEETINGS

The consultant must provide for no less than three (3) presentations of the plan and implementation program to the Common Council, CDA, and other groups deemed appropriate.

EXCLUSION

As part of the contract, the Offeror must warrant that it will not engage in providing consulting services to any private entity regarding the property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may rise, potentially jeopardizing the City's ultimate use of the funds provided by the Offeror.

COMPENSATION

The Offeror will be paid monthly within 30 days upon submission of an acceptable and approved invoice.

EVALUATION CRITERIA OF PROPOSALS

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered, as well as the ability to complete the project within the desired time frame.

The City's Community Development Authority (CDA) will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The selection criteria for evaluation of proposals include the following, weighted as shown:

- A. Understanding of Project/ completeness of proposal 40%

- | | | |
|----|---|-----|
| B. | Cost of services | 30% |
| C. | Firm's experience in providing the services described herein/references | 15% |
| D. | Technical qualifications of staff assigned to project | 15% |

The CDA will evaluate the proposals and quotations from information at hand and will also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each CDA member will complete a proposal evaluation matrix form for each submission received. A composite rating is developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the CDA may conduct interviews with only the top ranked firms, usually the top three. The CDA will afford those offerors whose proposals seem to be the most beneficial to the City of Cudahy an opportunity to make oral presentations in order to clarify their proposals.

The City of Cudahy reserves the right to reject any and all proposals and to accept the proposal the organization considers most advantageous.

CONTRACT/SUBMITTAL INFORMATION

Interested firms should submit 10 copies of their submittal response as well as an electronic version of the proposal, including all attachments and exhibits by the aforementioned submittal deadline. Digital copies must be received by the same deadline and include all attachments and exhibits as well.

Please deliver submittals to:
Ms. Lara L. Fritts
Director of Economic Development
City of Cudahy
5050 South Lake Drive
Cudahy, WI 53110
414.769.2215
frittsl@ci.cudahy.wi.us

EXHIBIT A

TERMS AND CONDITIONS

1. City of Cudahy Department of Economic Development (DED) reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality or performance, and to accept or reject any item or combination of items. The award will be made to the offeror whose proposal, in the opinion of the DED is the best taking into consideration all aspects of the offeror's responses, including total net cost to the DED. In the event that the offeror to whom the award is made does not execute a contract within 30 days from the award, the DED may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

The proposal shall remain binding 90 calendar days after the date of opening.

2. Offerors shall thoroughly examine and be familiar with the DED's specifications. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

3. Modifications and alternate proposals for the services required may result in the rejection of the proposal as not being responsive to this Request for Proposals (RFP). Offerors should clearly respond to the requirements of the RFP. Any alternate proposals which are offered should be clearly indicated as such.

4. Technical questions should be addressed to: Ms. Lara Fritts, Director of Economic Development, (414) 769-2215

Contractual questions shall be referred to: Ms. Lara Fritts, Director of Economic Development, (414) 769-2215.

5. The Offeror will not discriminate against any employee or applicant for employment because of race, creed, color, sex, disability, marital status, ancestry, presence of children, sexual orientation, handicap, national origin or age (except as required by other applicable law). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, advertising, layoff or termination; rates of pay or other form of compensation; and selection for training including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

The Offeror will, in all advertisements or solicitation for employees, state that all qualified applicants will receive consideration for employment without regard to

race, creed, color, sex, disability, marital status, ancestry, presence of children, sexual orientation, handicap, national origin or age (except as required by other applicable laws). The Offeror agrees to use clauses similar to those above in all subcontracts.

In the event the Offeror fails to comply with nondiscrimination clauses of this contract, or fails to include such contract provisions in all subcontracts, as hereinabove provided, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Offeror may be declared ineligible for further contracts with the City of Cudahy.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the Mayor, who shall commence prompt investigation of the alleged violation with the City Attorney. Pursuant to such investigation, the Offeror will permit access to its books, records and accounts. In the event the Mayor and City Attorney conclude, on the basis of the investigation, that the Offeror has failed to comply with nondiscrimination clauses, he may invoke the remedies hereinabove set out.

6. In accordance with the DED financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Offeror may be required to furnish explicit statements, under oath, that the Mayor, and/or any other officer, agent, and/or employee of the City of Cudahy, and any member of the governing body of the City of Cudahy, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Common Council of the City of Cudahy has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the Board President or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Offeror will furnish to the Common Council of the City of Cudahy, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

7. The Offeror warrants that only an established commercial or selling agency maintained by the Offeror for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the DED shall have the right to terminate or suspend this contract without liability to the City of Cudahy.

8. No substitution of principal personnel included in the proposal may occur without written approval of the DED. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

professional qualifications and experience for approval within ten working days prior to replacement.

9. No alterations or variables in the terms of a contract shall be valid or binding upon the City of Cudahy unless made in writing and signed by the Director of Economic Development or her authorized agent.

10. It is mutually understood and agreed that the Offeror shall not assign, transfer, convey, sublet or otherwise dispose of its contract, or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Director of Economic Development, but in no case shall such consent relieve the Offeror from its obligation, or change the terms of the contract.

11. The contract may be cancelled by the Director of Economic Development by written notice of default to the Offeror, upon non-performance or violation of contract terms, and an award made to another offeror. In such event, the defaulting Offeror shall be liable for costs to the City of Cudahy in the amount of the difference between the defaulting Offeror price and the next lowest price.

12. Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful offeror must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Cudahy.

The Offeror will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City of Cudahy based on any allegation that the items provided by the Offeror infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Offeror will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

13. All materials submitted in response to this RFP will become the property of the City of Cudahy.

14. The City of Cudahy agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence.

The Offeror agrees to hold all material and information belonging to the City of Cudahy or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information.

15. During the term of the final agreement, the successful Offeror shall not release any information related to the services of the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the DED.

16. The Offeror shall perform the final agreement as an independent contractor and shall not be considered an agent of the City of Cudahy nor shall any of the employees or agents of the Offeror be considered sub-agents of the City.

17. The Offeror shall submit invoices on a monthly basis, such statement to include a detailed breakdown of all charges for the period.

Individual offerors shall provide their social security number. Proprietorship, partnerships and corporations shall provide their federal employer identification number with their proposal.

18. Price Adjustments. Prices quoted are to be firm for twelve months after award of a contract. A request for price adjustment is subject to approval or rejection by the DED. A request for price adjustment from a Consultant will not be approved unless the Consultant submits to the DED sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve month period immediately prior to the date of the request.

**RETAIL MARKET ANALYSIS
PROPOSAL EVALUATION MATRIX**

Maximum Points: 100

FIRM: _____

	Maximum Points	Score
1. Understanding of Project	20	_____
2. Completeness of proposal	20	_____
3. Experience	15	_____
4. Cost of Services	30	_____
5. Technical qualifications of staff assigned to project and References	15	_____

TOTAL 100

General Comments/Clarifications/Questions

Name of Evaluator _____