



Saginaw Food Access Study

FINAL REPORT

January 2024





Public Policy Associates is a public policy research, development, and evaluation firm headquartered in Lansing, Michigan. We serve clients in the public, private, and nonprofit sectors at the national, state, and local levels by conducting research, analysis, and evaluation that supports informed strategic decision-making.

Prepared for

City of Saginaw
1315 South Washington Avenue
Saginaw, MI 48601

Prepared by

Public Policy Associates
publicpolicy.com
With support from Guidehouse
guidehouse.com

Authors

Anna Colby
Brinda Athreya, Ph.D.
Nancy McCrohan, Ph.D.
Scott Southard



Contents

ABOUT THE FOOD ACCESS STUDY.....	1
BACKGROUND AND METHODS.....	1
SAGINAW FOOD LANDSCAPE.....	3
DEMOGRAPHICS OF SAGINAW.....	3
GROCERY STORES.....	5
RETAILERS THAT ACCEPT SNAP	7
CHARITABLE FOOD NETWORK.....	8
FOOD ACCESS PRIORITIES	10
TOP PRIORITIES.....	10
GROCERY STORE.....	12
FOOD CLUB.....	14
FOOD PANTRIES.....	15
FOOD ACCESS ASSETS AND CHALLENGES.....	16
COST OF FOOD.....	16
SELECTION AND TYPE OF FOOD	17
TRANSPORTATION.....	19
CHARITABLE FOOD.....	21
GROCERY STORE DEVELOPMENT ASSETS AND CHALLENGES..	23
GROCERY SHOPPING BEHAVIORS	25
WHERE RESIDENTS GET GROCERIES.....	25
TRANSPORTATION TO GROCERIES	25
OPPORTUNITIES AND RECOMMENDATIONS	26
ATTRACTING NEW GROCERY RETAIL ESTABLISHMENT(S)	27
INCREASE SELECTION AND ACCESS AT EXISTING LOCATIONS	33
SUPPORT COMMUNITY COALITIONS AND WORKING GROUPS.....	34
SUPPORT URBAN AGRICULTURE	35



REFERENCES	36
APPENDIX A: SURVEY METHODS.....	39
DATA MANAGEMENT	39
SURVEY LIMITATIONS.....	40
ANALYSIS	42
APPENDIX B: SURVEY TOOL	43
APPENDIX C: EXAMPLE CITY RFPS FOR A GROCERY STORE	44
APPENDIX D. MSU-E FOOD SYSTEM HANDOUT	45
APPENDIX E: REPRESENTATIVES FROM LOCAL ORGANIZATIONS AND THE CITY THAT PARTICIPATED IN FOOD-ACCESS CONVERSATIONS.....	46
APPENDIX F: SURVEY RESULTS PRESENTATION	47



About the Food Access Study

Residents of the City of Saginaw have limited access to healthy and affordable foods. There are only two grocery stores in the city and many convenience stores and dollar stores that sell low-quality and highly processed food items. There are two food banks and many food pantries and soup kitchens that play an invaluable role for City residents that struggle to afford enough food. However, many food pantries do not offer much choice of foods, and several are clustered in similar areas.

The barriers to accessing food are more pronounced for households that have low incomes and those who do not have a vehicle. In Saginaw, over 34% of the residents live below the poverty line (U.S. Census Bureau, 2022d), and many residents experience hunger. Systemic racism and bias have caused residents of color to experience disparities in poverty, asset accumulation, unemployment, and food access. These factors drive food insecurity – which is not having enough food to live a full, healthy life.

The purpose of the Food Access Study was to gather information that will help the City of Saginaw plan and take action to improve food access for residents. This study focuses on the food retail environment in the City and where and how people get their groceries. The study gathers input from the community to better understand what residents want, their challenges, and how they currently get food for themselves and their families.

This report provides study findings related to the food landscape – the physical environment, community priorities, assets, and challenges, as well as shopping behaviors. The report concludes with identified opportunities and recommendations which are based on the study findings.

BACKGROUND AND METHODS

The Food Access Study builds on an [initial assessment](#) of the feasibility of attracting a grocery store to the City using federal funding provided to the City through the American Rescue Plan Act of 2021 (ARPA). Two million dollars of the City's ARPA funding was allocated toward addressing food



security and increasing food access. As of January 2024, \$1 million of these funds had been committed to the Saginaw Community Food Club & Kitchen, a nonprofit membership grocery store that serves lower-income residents.

While the Food Access Study arose from the ARPA funding process, recommendations in the report are intended to help the City set longer-term priorities for increasing access to food in the City.

This study was conducted by [Public Policy Associates](#) (PPA), with support from [Guidehouse](#). The findings and recommendations included in this report were informed by the following study activities:

- The preliminary [grocery store feasibility study](#) described above
- A review of existing reports including those related to grocery store development, community development in Saginaw, and RFPs for grocery stores from other cities
- Collection and mapping of food access and demographic data
- One-on-one and small group conversations with 14 representatives from local organizations and the City
- Facilitated conversations in small groups at the Neighborhood Association Action Group (NAAG) Meeting, in which about 30 people participated
- A survey of the residents of Saginaw, with 651 eligible responses

Survey respondents were many of the very citizens impacted by food-access challenges and food insecurity. For example, 77% were people with lower incomes (up to 200% of the federal poverty line), over half received Medicaid (51%), and nearly half received SNAP (Supplemental Nutrition Assistance Program) or food stamps (45%). As much as 73% were food insecure. City residents who were 18 years and older were eligible to respond. In total, there were 651 responses contributing to the findings.

For more information about the survey data management, limitations, and analysis methods, see Appendix A.



Saginaw Food Landscape

The City of Saginaw is in the mid-Michigan region and is cut through by the Saginaw River. The City is within Saginaw County, which has extensive agricultural land (Saginaw Future, n.d.). Saginaw has a rich history and has historically attracted different types of industries, from lumber to sugar beets to coal and others (City of Saginaw, n.d.). However, systemic racism, bias, low wages, and changing industry have left many residents struggling with poverty and food insecurity. Additionally, the COVID-19 pandemic profoundly impacted people with existing health conditions, who are further impacted by the lack of access to healthy food.

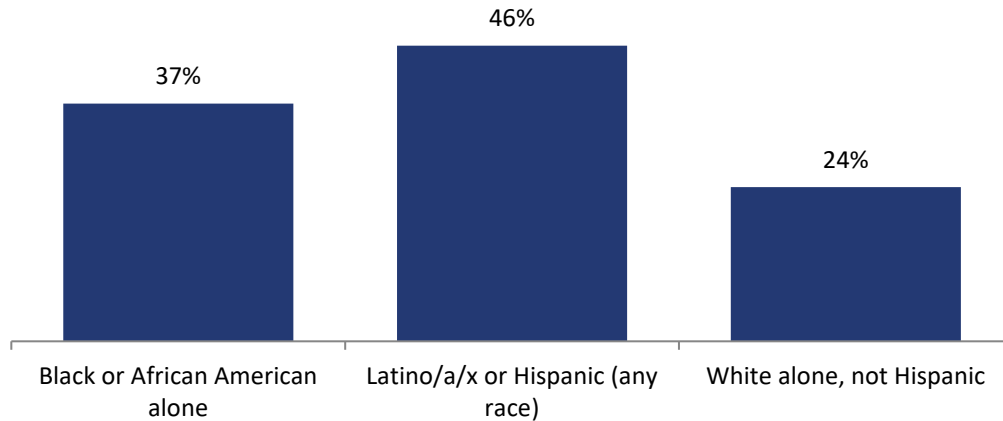
The following presents characteristics of the Saginaw population and maps and information about the physical food environment.

DEMOGRAPHICS OF SAGINAW

The total population of the City of Saginaw is 43,377. Over 45% of residents are Black, 16% are Latino/a/x or Hispanic, and 34% are white alone, not Hispanic. (U.S. Census Bureau, 2022c). In the City of Saginaw, 34.5% of the residents live below the poverty line, about 21 percentage points higher than the state poverty rate of 13.4%. The median household income in Saginaw is around \$35,500, which is more than \$30,000 lower than the state median income of just under \$67,000 (U.S. Census Bureau, 2022d). There are great racial and ethnic disparities in poverty in the City with a higher percentage of people of color living in poverty than people that are white alone, as shown in **Figure 1**, below (U.S. Census Bureau, 2022b).

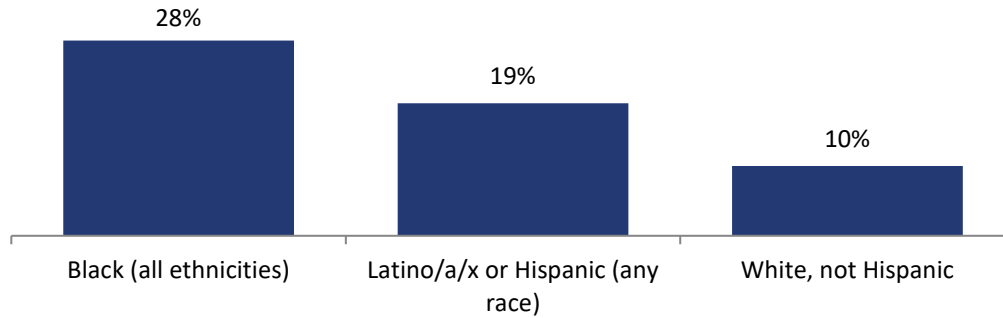


Figure 1. Poverty Rate in Saginaw by Race and Ethnicity, 2022



There are also high levels of food insecurity in Saginaw County, especially for people of color. (City-specific rates of food insecurity are not available.) Around 13.6% of Saginaw County residents are food insecure, higher than the state average of 11.7%. There are notable racial and ethnic disparities in food insecurity in Saginaw County, as shown in Figure 2 below. (Feeding America, 2021).

Figure 2. Food Insecurity Rate by Race and Ethnicity in Saginaw County, 2021



The term food insecurity is defined as people not having consistent access to the food they need to live a full and healthy lifestyle. People that are food insecure may be unsure where their next meal will come from (Feeding America, 2024). Food insecurity is often the result of low wages but there are other contributors, too. Some of the other reasons that people are food insecure are due to wages not keeping up with cost of living (including housing expenses), unemployment, and things like natural disasters and climate change (Healthy People 2030, n.d.).

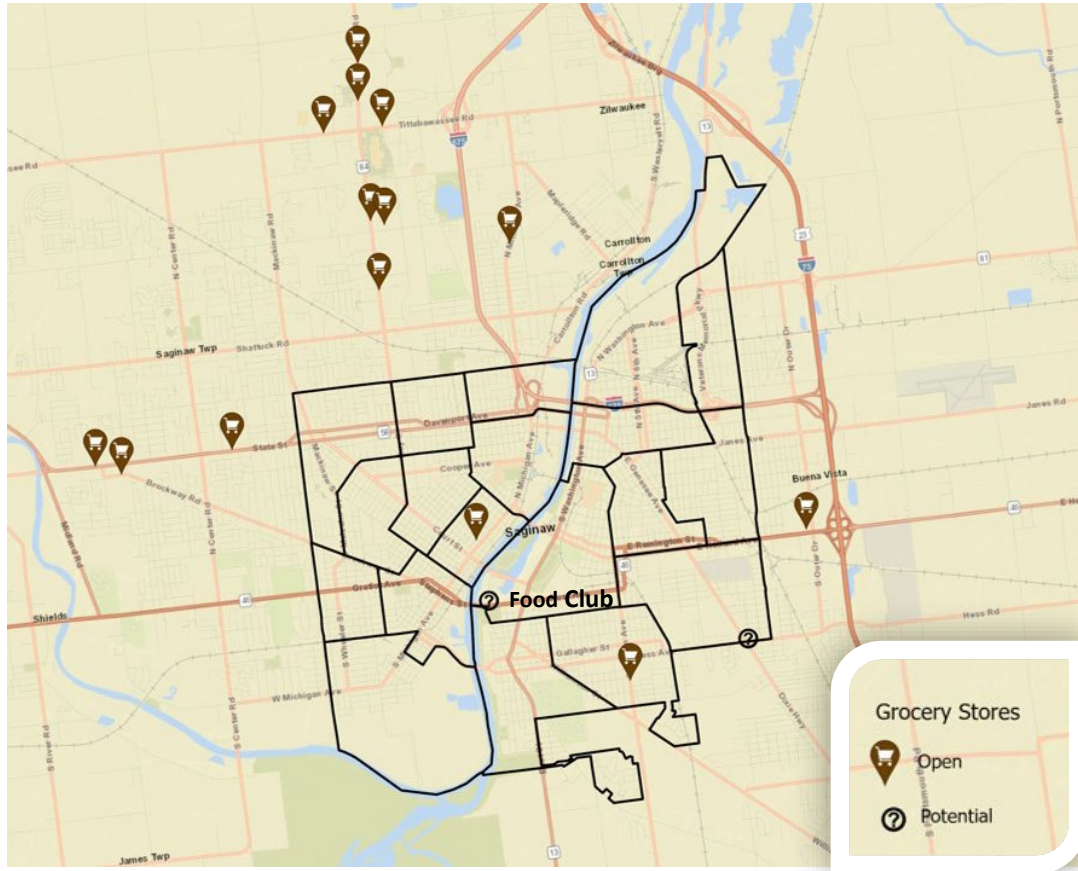


GROCERY STORES

Takeaway: There are only two grocery stores in the City, which is insufficient to serve a population of 43,477. Seventeen percent of households do not have a vehicle, which makes it difficult to travel for groceries.

The City of Saginaw has only two grocery stores as shown in **Figure 3**. There are potentially two additional grocery stores under development. The Food Club (a nonprofit membership grocery store for lower-income residents) was in the planning and fundraising stage as of January 2024. It will be located near the river and downtown. A new grocery store was being considered on the east side in a former Walgreens, as of late 2023 (Thompson, 2023). Most of the grocery stores, supermarkets, and supercenters that sell groceries (e.g., Walmart) are outside the city limits in the adjacent Township.

Figure 3. Existing and Potential Grocery Stores in the Saginaw Area, 2023

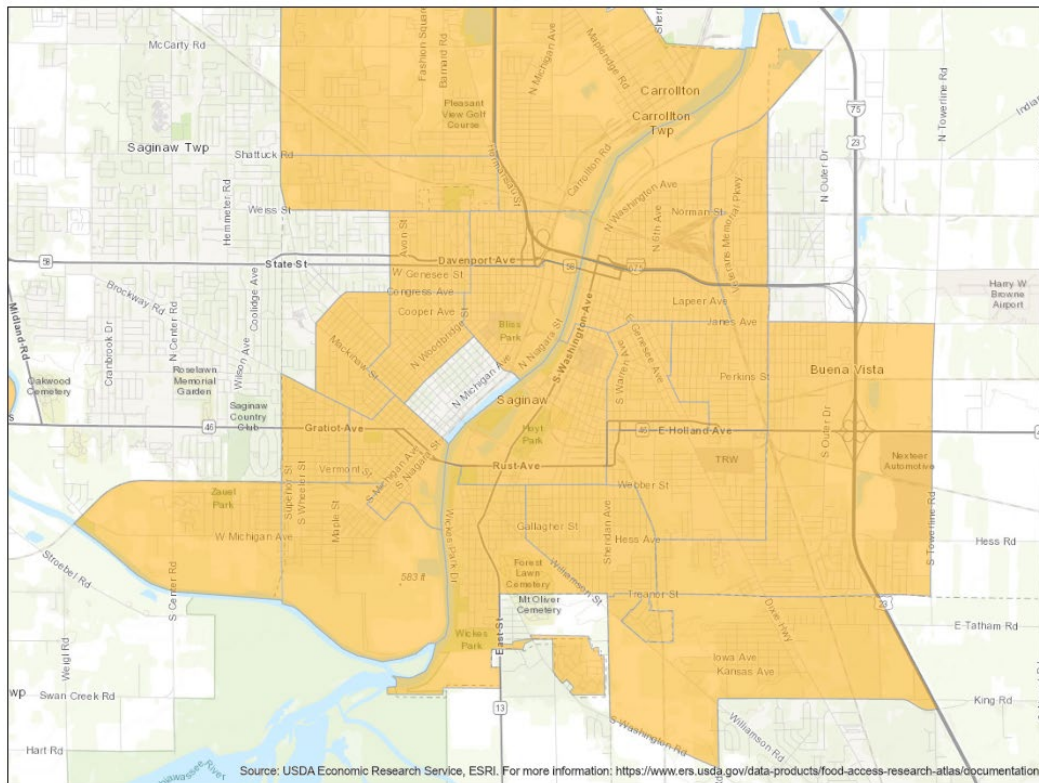




Accessibility to grocery stores is a major issue in the City of Saginaw for households that do not have access to a vehicle. Grocery stores that are located farther than half a mile of distance in an urban area do not reasonably accommodate those with transportation issues. Due to this, households with lower incomes may buy groceries from nearby convenience stores, gas stations or dollar stores, which are more easily accessible.

Most of the City of Saginaw is designated as a low-income and low-access area. Figure 4, below, shows the areas in orange where many residents are low income and more than a half mile from the nearest grocery store.

Figure 4. Low-Income and Low-Access Areas of Saginaw, 2019 (Source: USDA Economic Research Service, 2019)





RETAILERS THAT ACCEPT SNAP

Takeaway: There are many stores in Saginaw that accept Supplemental Nutrition Assistance Program (SNAP) or food stamps and are required to provide a selection of staple food items. However, food variety, quality, and freshness are lacking at most of these stores.

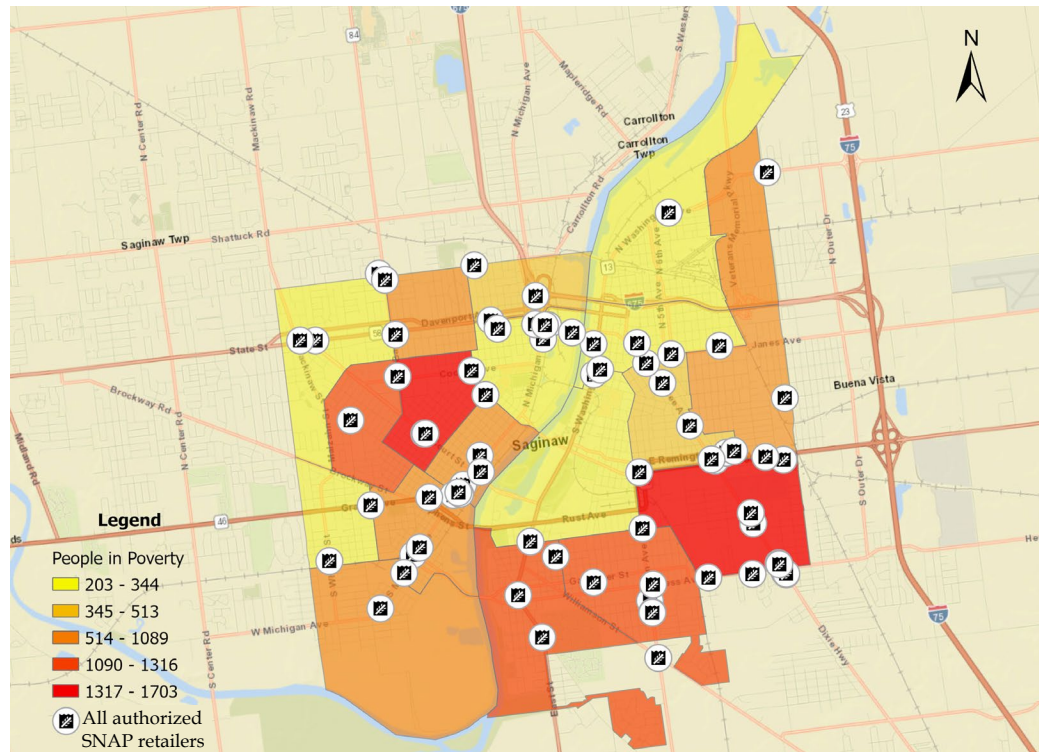
There is a large existing infrastructure of retail establishments that accept SNAP, EBT, or food stamps in Saginaw. Though SNAP-authorized retailers are required to provide a selection of staple food items, this does not mean they have the variety, freshness, and quality that residents want and need. Analysis of SNAP retailer data from USDA shows that 85% of SNAP retailers in the City of Saginaw are convenience and dollar stores (Food and Nutrition Service, 2023, January 9)¹. This is a stark contrast to the number of grocery stores.

Figure 5 shows all SNAP authorized retailers in the City mapped along with the number of people living in poverty in each census tract (an area within the City).

¹ Calculation of SNAP retailer type includes SNAP retailers in zip codes 48601, 48602, 48607, and 48609. There are small areas of other zip codes, e.g., 48603, that are in Saginaw but mostly fall outside of the City.



Figure 5. SNAP-Authorized Retailers in Saginaw, 2021. Source: Poverty data from the U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates; Historical SNAP Retailer Locator Data



SNAP provides food assistance to households with lower incomes to supplement their grocery budget so they can buy healthy and nutritious food for their well-being. For a family to qualify for SNAP, their monthly income and expenses are assessed. Generally, the household must be below 200% of the federal poverty line in Michigan. (Benefits.gov, n.d.).

CHARITABLE FOOD NETWORK

Takeaway: There are two food banks and many food pantries that serve the residents of the City of Saginaw. However, many food pantries are clustered on both sides of the river. This may result in an overlap in services in these areas and challenges with access for people that live farther away from these locations.

There are two food banks that partner with Saginaw food pantries and soup kitchens to supply food and help the community. Food banks are nonprofit charitable organizations that serve as an umbrella to pantries and soup kitchens to distribute food to help the community and serve

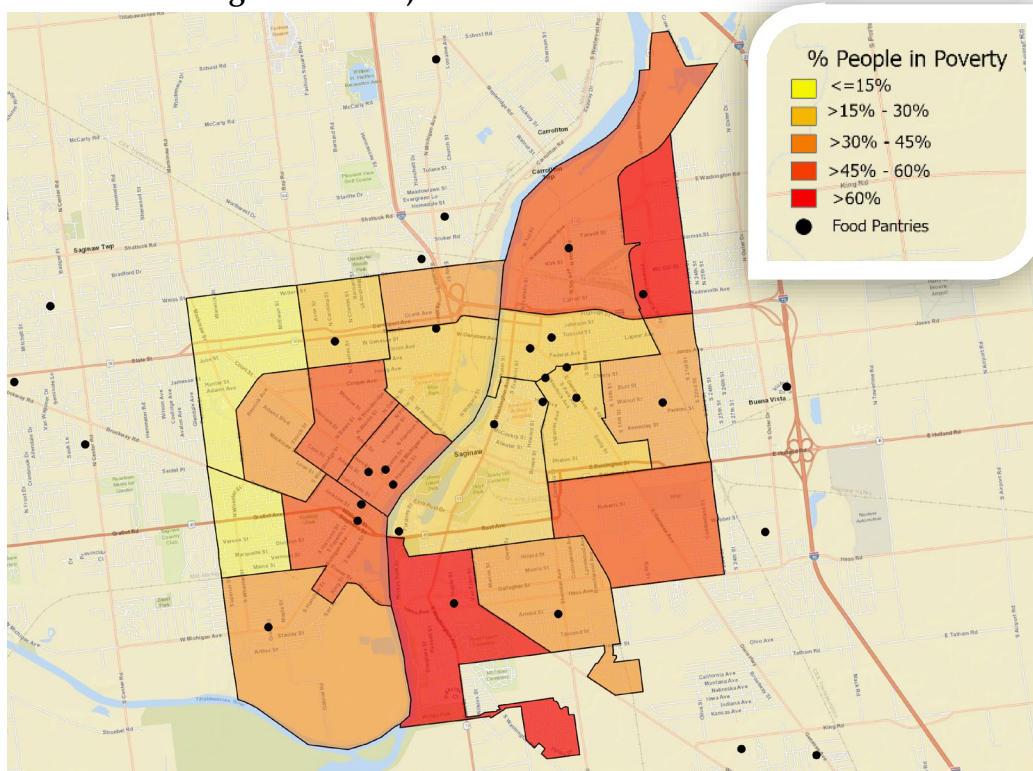


people that are food insecure. According to the Food Bank of Eastern Michigan website, the Food Bank serves a network of about 700 hunger relief partners from 22 counties including Saginaw.

Hidden Harvest is a food bank in Saginaw that serves the Great Lakes Bay Region. According to the Hidden Harvest website, the organization rescues surplus food and redistributes it to people who are in need through food pantries and other organizations. This nonprofit organization receives donations from nearly 300 food donors who have surplus food, which is then distributed to places like The Salvation Army, East Side Soup Kitchen, Saginaw City Rescue Mission, and other places. This initiative aims to reduce food waste and to alleviate hunger.

Food pantries in the City of Saginaw are clustered in two areas, as shown below in **Figure 6**. The food pantry cluster on the east side of the river is in an area with a poverty rate of 15%-30%. The food pantry cluster on the west side of the river is in an area where the poverty rate is 45%-60%.

Figure 6. Food Pantry Locations in the City of Saginaw. (Sources: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates; Food Bank of Eastern Michigan and 2-1-1)





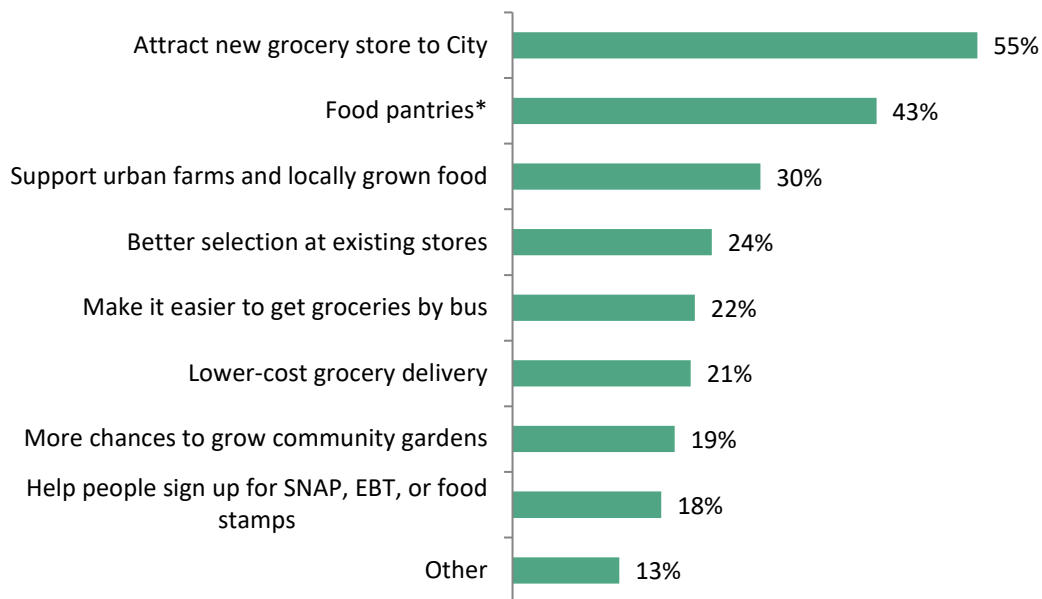
Food Access Priorities

TOP PRIORITIES

Top priorities for residents are to attract a new grocery store, expand access to food from pantries², and support urban farms and locally-grown foods, as shown in **Figure 7**, below.

Figure 7. What do you think the City should do, or help others do, to increase access to the foods you want and need? You can select up to three.

Respondents= 637



However, these priorities change based on the characteristics of the respondents. Food pantry options were selected most often by people with very low incomes.

² *Food pantries is a combined category that includes the percentage of respondents that selected “more food pantry locations,” “let people choose food at food pantries,” or “expand the days or hours that food pantries are open.”



The top three selected priorities of survey respondents by income level³:

Very Low Income	Low Income	Not Low Income
1. Food pantries (56% selected)	1. Attract new grocery store (60% selected)	1. Attract new grocery store (71% selected)
2. Attract new grocery store (42%)	2. Food pantries (39%)	2. Food pantries (33%)
3. Lower-cost grocery delivery (29%)	3. Support urban farms and locally grown food (35%)	3. Support urban farms and locally grown food (32%)
		3. (tie) Make it easier to get groceries by bus (32%)

Representatives from local organizations stressed the importance that community members are at the forefront and deciding on food-access solutions/programs to be implemented in the City and that the City first look to invest in local people and businesses. This was in the context of weighing options for a new grocery store, the food club, and planning and consulting on food access.

“It is really important that people utilizing service are part of the service and to be realistic about it, instead of [mentality of] ‘we’ll do this and you’re going to love it.’”
 – Local organization representative

“It’s bringing community together to solve their problems, build on things that are already existing. Working from within, working with the local community.”
 – Local organization representative

³ Respondents with “very low income” have incomes up to 100% of the federal poverty level (FPL). Respondents with “low income” have incomes over 100% and up to 200% FPL. Respondents that are “not low income” have incomes above 200% FPL.



GROCERY STORE

Attracting a new grocery store to the City has a high level of support, as indicated in the survey responses, the community meeting, and in conversations with representatives from community organizations.

Attracting a new grocery store was the number one priority selected by survey respondents overall and from the following groups:

- All race and ethnicity groups for which we had adequate numbers of responses to analyze (Black or African American, white, and Latino/a/x or Hispanic)
- Those who only take a car, truck, van, or other vehicle to get groceries and those who take the bus to get groceries
- Those who live on both the east and the west side of the river

However, the levels of support for attracting a grocer differ by characteristic of the respondents. The following groups had the highest levels of support for a new grocery store:

- African American or Black respondents (70% selected this option)
- Those who live on the east side of the river, including downtown (66%)
- Those who only get groceries by car, truck, van, or other vehicle (61%)
- Those who have income above the federal poverty line (FPL)
 - >100%-200% FPL (63%)
 - Not low income (72%)

Location and Characteristics of a New Grocery Store

Survey respondents indicated that they would like a new grocery store **near to where they live**, and it is important that a grocery store has the following characteristics:

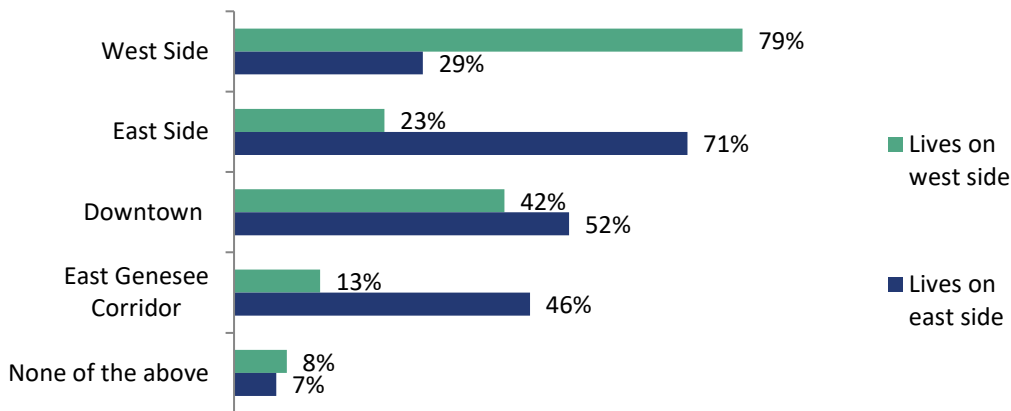
- Quality food
- Affordable food
- Fresh produce
- Pleasant shopping experience such as safety and customer service

Additionally, respondents with lower incomes prioritize accepting SNAP or food stamps and being close to home.



Survey respondents were more likely to say they would shop at a new grocery store that is located on the side of town where they live. As shown in **Figure 8**, 79% of people that live on the west side reported they would shop at a new store on the west side, compared to just 29% of people that live on the east side of the river (including downtown).

Figure 8. Which areas in the Saginaw Riverfront Business district would your household shop if there was a new grocery store? Respondents=608



The most frequently suggested location during the conversations with representatives from the City and community organizations was downtown on the east side of the river. This location was suggested for the following reasons:

- Perceived as centrally located (access)
- Lower access to grocery stores on the east side (need)
- Synergy with the development occurring in downtown (market viability)

Other areas that were suggested included near the river on the westside and northeast of the City near I-675. Specific location suggestions included the former Walgreens on the westside, the SVRC Marketplace, and Hidden Harvest’s new facility in the East Genesee corridor.

Access to Existing Grocery Stores

There are multiple factors that affect access to the foods that people want and need at existing stores. There are questions of physical access to the



store – such as how easy it is to travel to the store – and then, selection and the cost of the foods at the store.

The priorities in the survey that were related to making it easier to get groceries from existing stores – either by bus or through lower-cost grocery delivery – did not rank very highly overall. However, people that said they got their groceries by bus were more likely to select these options. (However, attracting a new grocery store was still the most selected for this group.)

Ideas from local organizations and residents (through the public meeting) for making it easier to get groceries by bus included: having bus shelters at existing grocery stores, having a direct bus route to grocery store(s), and having a specially outfitted bus that would make it easier for people to get home from the store with large grocery orders.

In the public meeting, supporters of increasing access to existing stores, including corner and convenience stores, perceived them as being more receptive to the community wants and needs than bringing in a new large chain grocery store.

FOOD CLUB

A food club is currently under development in Saginaw. In a food club, people with lower incomes would shop in a grocery store but not need cash. Instead, they would pay a low monthly membership cost (\$12-\$16) and then receive points to buy food. Healthier food is fewer points. Shoppers choose the food they want. The survey asked several questions about residents' interests and priorities related to a community food club.

The vast majority (91%) of survey respondents that indicated they may be eligible for the Food Club are interested in shopping at the Food Club. In terms of Food Club operations, survey respondents rated the following as most important to them:

- Keep membership information private
- Offer non-food items



Followed by:

- Hire employees who are City of Saginaw residents
- Offer local food from local farmers and community gardens
- Include City residents in planning and running the food club
- Ask for shopper feedback

The non-food items that survey respondents who may be eligible for the Food Club would most like to have at the Food Club include:

- Paper products such as toilet paper and paper towels
- Hygiene products such as soap, shampoo, deodorant, and toothpaste
- Household cleaning products and detergents

FOOD PANTRIES

There was no clear consensus on the exact means to increase access to food at food pantries. While 43% of survey respondents selected at least one of the food pantry options as a priority, they were divided on whether they would like the City to have more food pantry locations (22%), expanded days or hours that pantries are open (20%), or let people choose food at food pantries (17%).

Representatives from local organizations stated priorities included allowing more choice at food pantries, making it easier for people that are homebound or without a vehicle to get food from pantries, and better coordination of existing pantries so there is more service coverage and less overlap.

The survey respondent groups that more heavily prioritized food pantries include survey respondents that:

- Are white alone, not Hispanic (48% selected as a priority)
- Live on the west side of the City (47%)
- Have income below the federal poverty line (56%)



Food Access Assets and Challenges

The City of Saginaw has many assets and strengths when it comes to addressing food access in the City. A primary strength of the community is the community itself, including its many active residents and neighborhood associations.

The Saginaw area has at least two networks of local organizations that are focused on increasing food security and food access in the area:

- Food Access Coalition Teams of Saginaw (FACTS). The [Saginaw Community Food Club and Kitchen](#) (the Food Club) emerged from the efforts of this coalition.
- Saginaw Just Transition Indaba (the Indaba) is a network of partners, rooted in the community, that supports Black, Indigenous, and People of Color (BIPOC) led organizations.

Other strengths include the committed food access organizations that serve the area, including two food banks and many food pantries and soup kitchens.

The top challenge reported by survey respondents in getting the food they want and need are:

1. Cost of food (78% selected)
2. Selection at stores near me (42%)
3. Transportation (13%)

COST OF FOOD

Cost of food was the top challenge reported for all races and ethnicities (where there were enough respondents to analyze the data), income levels, and for households that get their groceries only by car and households that get groceries by bus. Less than 10% of respondents reported that they do not have challenges with getting food.



Inflation has caused food prices to soar. The rising cost slowed greatly in 2023 compared to a tremendous spike in 2022. In the City of Saginaw, the price of groceries rose 1.4% in 2023 (Mountain Plains Information Office, 2023) compared to 13% in 2022 (Mountain Plains Information Office, 2022). Higher food prices will have the greatest impact on people with lower incomes, such as the 34.5% of people who live below the poverty line in Saginaw.

Regarding cost of food, smaller stores tend to have higher food prices. One study found that on average all staple foods (except white bread) were more expensive at smaller stores (corner stores, gas stations, dollar stores, and pharmacies) than supermarkets (Caspi, et al., 2017). While this study was not conducted in the City of Saginaw, this challenge was reflected at the community meeting where it was communicated that “mom and pop” stores pay higher prices for fresh food because they are small and end up passing along these higher prices to customers.

SELECTION AND TYPE OF FOOD

There are many existing stores that are authorized to accept SNAP and are therefore required to carry a selection of staple foods. However, most of the grocery stores and all of the superstores (e.g., Meijer, Walmart) are outside of the City, as shown in Figure 3 in the Saginaw Food Landscape section above. There is a Save A Lot and a Great Giant within the City limits but satisfaction is mixed regarding the quality, freshness, and availability of food that people want and need (as communicated during conversations with representatives from local organizations and the City). Some corner stores, convenience stores, and gas stations sell a limited selection of fresh produce, but the perception is that quality is lacking and the prices are high. While some residents would like to see more of an investment in the stores already in the City, others do not, and some view corner stores as predatory on the community.

“A lot of access to food is corner stores and they don't carry anything fresh, and they mark everything up so high. It's really not sustainable.” – Local organization representative



Seafood or fish, meats, and fresh produce are the most difficult food items for survey respondents to get, especially people with lower incomes. This may be due to a combination of less access to these items at stores within the City and the price of these goods. Cost is a common barrier to buying fresh produce for people with lower incomes. As previously mentioned, some people perceived the fresh produce and other food items as being lower quality at the stores within the City of Saginaw. All food categories (that were asked about in the survey) are more difficult to get for respondents who have lower incomes; who take the bus; or who live on the east side of the City, including downtown.

Figure 9. How easy is it for you to get the following kinds of food (by level of income)? Average rating from 1 (not easy) to 4 (very easy). Respondents=466 to 533 depending on the item.

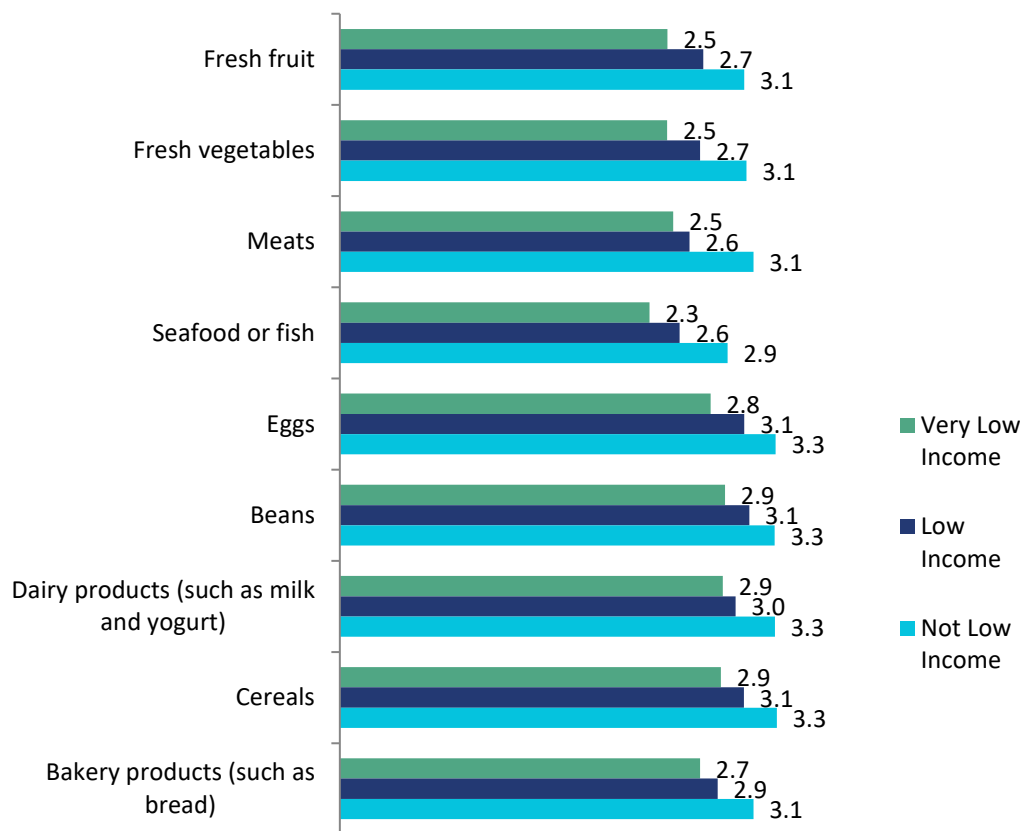
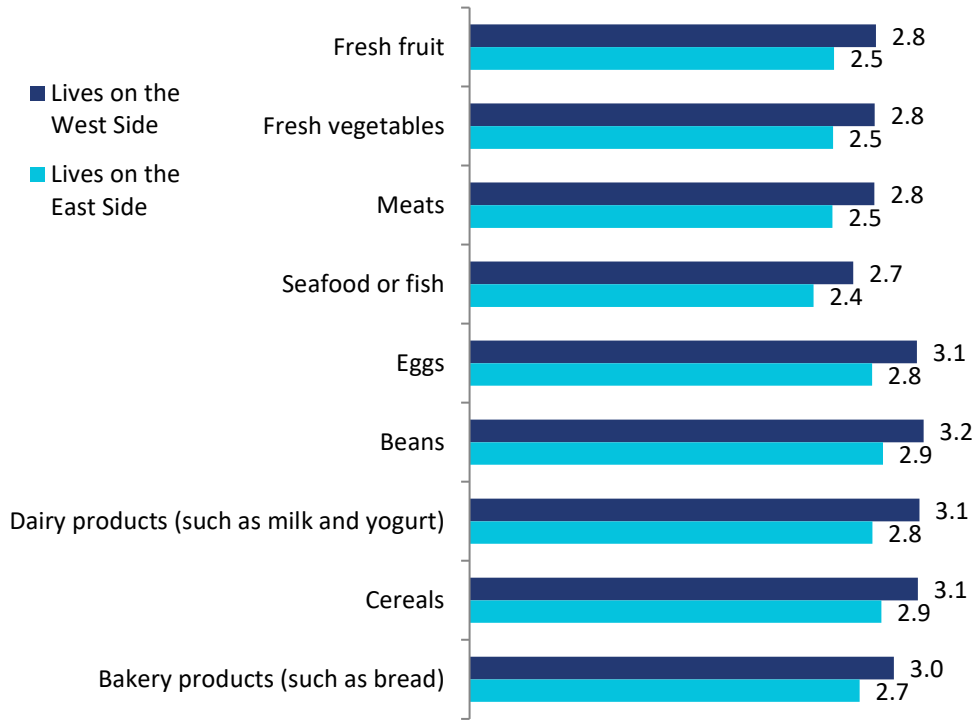




Figure 10. How easy is it for you to get the following kinds of food (by where a respondent lives)? Average rating from 1 (not easy) to 4 (very easy). Respondents=527 to 602 depending on the item.



TRANSPORTATION

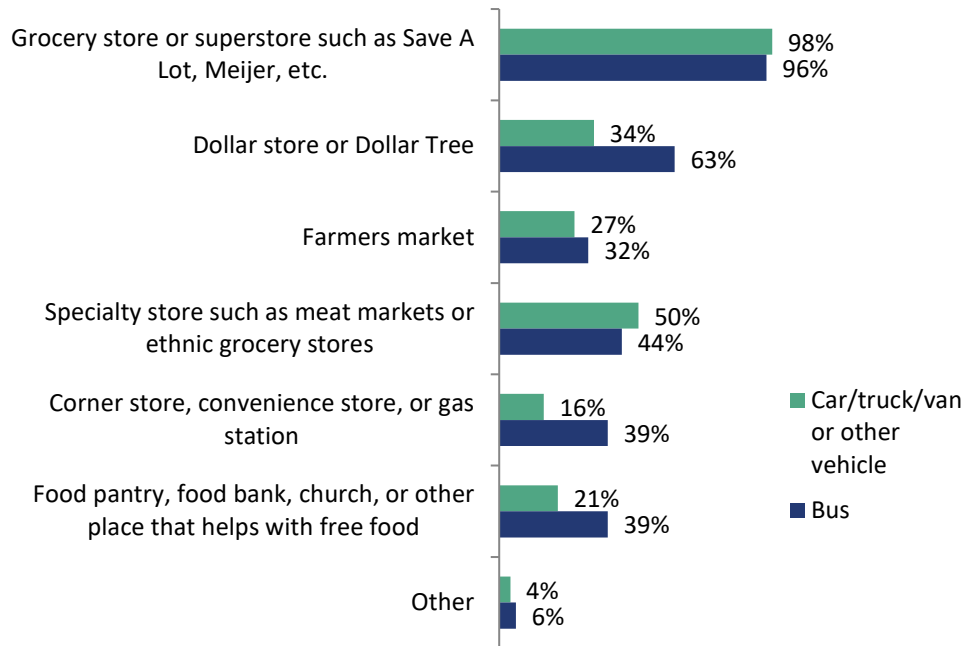
Saginaw residents without vehicles have more challenges with accessing the foods they want and need. Route analysis (using Esri ArcGIS) found that the vast majority of residents have access to a grocery store or superstore within a 10-minute drive; however, community input shows that this may not be a reality for a lot of Saginaw residents. Many households (17%) do not own a vehicle, while others may not have access to a vehicle at the times they need (for example, because they share a vehicle or their vehicle may not be reliable). Nearly half of survey respondents reported it took 10 to 20 minutes,⁴ while 42% reported they could get to the store in less than 10 minutes.

⁴ This calculation only includes people who provided a time estimate and does not include people who responded “Don’t Know.”



Additionally, survey respondents that get groceries by bus are more likely than others to get groceries from dollar stores, corner stores, gas stations, or food pantries. **Figure 11** highlights the greater challenges for people who ride the bus to get to a full-service grocery store when needed.

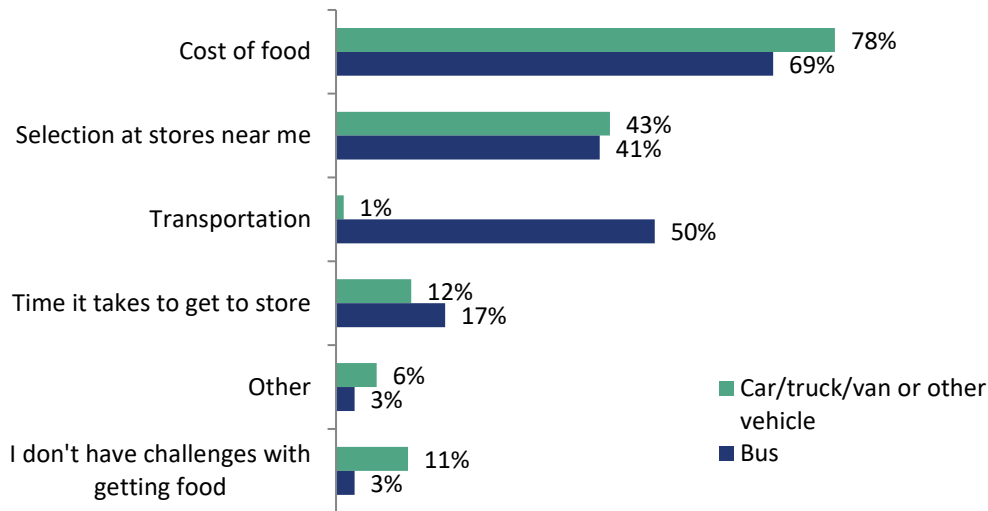
Figure 11. In the past month, has your household gotten groceries from any of the following locations? By primary means of transportation to get groceries. Respondents: 501



For survey respondents that get groceries by bus, the second biggest challenge to getting the food they want and need (after cost) is transportation. This was reported by 50% of people that get groceries by bus, as seen in **Figure 12**, below.



Figure 12. Please select the top challenges you have with getting the food that you want and need. You can select up to two. Respondents=493



CHARITABLE FOOD

The charitable food network – including food banks, pantries, and soup kitchens – provides food and groceries to people that are struggling to afford enough food. The charitable food network faces challenges providing these important services to residents. Top challenges, in no order, include:

- An increased demand for charitable food, which puts strain on existing resources
- Coordination between pantries so that there is adequate coverage with less overlap
- Lack of an updated database and resident awareness of where pantries are located and when they are open
- Limited choice of food products at food pantries

There are several reasons for the strain on the charitable food network. Rates of food insecurity soared during the COVID-19 pandemic and local charitable food providers have reported that demand has not come down to pre-pandemic levels. The continued increased need may be due to a combination of continued greater need, lessened barriers to receiving food at pantries that started during COVID and were not reversed, and greater awareness of available services. Hidden Harvest (food bank) current



facility is not fully set up to meet these increased needs due to insufficient refrigerator and freezer space.

The map of food pantry locations (as seen in Figure 6 in the Saginaw Food Landscape section) gives an idea of the challenges related to coordination of pantries. The map shows that many pantries are not dispersed but are centrally located in the City with a few clusters. Other reported challenges include that pantry hours are often in the morning and during the week, which can be difficult for people who work, and that there is limited choice of foods at pantries. Food pantries may be reluctant to offer choice of foods if they perceive that it takes more staff or space to offer choice pantries.

“Some of the myths are we don’t have enough staff or enough resources to have that [choice pantries]. When we’ve looked at choice pantries that are running, it’s less staff because you don’t need a bunch of people to be there to pack boxes. Also saving food items that may be thrown away.” – Local organization representative



Grocery Store Development Assets and Challenges

Representatives from the City and local organizations were generally not optimistic about the possibility of attracting a grocery store from a large corporate chain into the City of Saginaw. However, there was cautious hopefulness about the possibility of attracting a local or independent grocery store to the City.

Representatives from the City and local organizations perceived benefits of a grocery store in terms of food access for residents and economic development, such as greater tax revenue, attracting more industry and people to the city by having the amenities that people want.

The City has incentives and other supports that are potentially available to help attract a grocery store (e.g., land at a low/reduced cost; funding from ARPA [American Rescue Plan Act of 2021]; tax exemptions) and several key assets that would help attract a grocery store to the City:

- Committed and experienced City and economic development staff
- Flexible zoning (in process)
- Re-development underway (synergy) – there is development occurring downtown through the Medical Diamond project and the building of the new high school
- Current interest from Akkadian, a Bridgeport-based development company (Thompson, 2023)
- Existing buildings with freezers and coolers (e.g., vacant Walgreens and Rite Aids)
- Available land

“As you see these things [development] happening, you can be more aggressive in selling your case [for grocery retail].” – Local organization representative



The City also faces a number of challenges in attracting a grocery store. The following are challenges related to national and local environment and trends:

- National trends in grocery toward consolidation
- Local trends in retail – in Saginaw, grocery stores in the City have closed; other stores that sell food (e.g., pharmacies) have moved to a drive-thru model
- Perception of theft – even if not pervasive, national trends or perception may affect ability to attract a grocer
- Decline in the City population
- Cost to rehabilitate a building

“Everyone wants to land Meijer in [the] middle of the City but that may not happen. As grocery stores consolidate to mega stores... I would be pragmatic about the ability to land one of those mega stores.” – Local organization representative

Additionally, the City has historically not emphasized attracting retail and therefore does not have much experience in that area. There are resource constraints with limited revenue coming into the City and constraints with how ARPA (and other) funds can be spent.

“... historically effort has been manufacturing and industrial and more recently medical. It’s a different kind of economic development, attracting a retail store.” – Local organization representative



Grocery Shopping Behaviors

Understanding current shopping behaviors can provide valuable information about the challenges and priorities of residents and help the City to make decisions that meet the needs of residents. Several questions were asked in the survey about current shopping behaviors. Key findings are below.

WHERE RESIDENTS GET GROCERIES

- Almost all respondents get groceries at grocery stores or superstores (98%) with the most popular being Kroger and Walmart.
- Respondents who have very low incomes or get groceries by bus are more likely to get groceries from dollar stores, corner stores, gas stations, or food pantries.
- Respondents who live on the east side, including downtown, are also more likely than those who live on the west side to get groceries from dollar stores or food pantries

TRANSPORTATION TO GROCERIES

- Most respondents use a car, truck, van, or other vehicle to get groceries (90%).
- Respondents who have incomes below the poverty line are more likely to rely on others for transportation, take the bus, or bike or walk to get groceries.
- For those who entered the amount of time it took to travel to the store to get groceries, the vast majority (92%) reported that it took 20 minutes or less.



Opportunities and Recommendations

Addressing food access and food security in the City of Saginaw is going to take a multi-faceted approach to find solutions that work for different people and communities. There is not one solution that is going to be “right” for all. For example, a food club targets a working-poor or Asset Limited, Income Constrained, Employed (ALICE) population, but may not increase food access for families living well below the poverty line that cannot afford even a nominal monthly membership fee. Increasing coordination and choice within the food pantry network is likely to support residents with incomes below the poverty line and others that struggle to afford enough food. While a new grocery store will increase food access for many people by having a grocery store closer to their home, it will not address the economic reasons for food insecurity. However, most Saginaw residents do shop at a grocery store, and when time is short, being able to get to a grocery store instead of a corner-store can do a lot for people’s health and pocketbooks, and dignity.

The following opportunities and recommendations are organized around:

1. Attracting new grocery retail establishment(s).
2. Increasing selection and access at existing places where people get groceries.

The opportunities presented are a mix of initiatives proposed or in development in Saginaw, and examples from other communities. The external examples are intended to provide information and ideas on how other cities address similar challenges. However, we would recommend that the City pursue opportunities only where there are known high levels of community support and involvement – or that are community driven. Community-driven food access initiatives may be more likely to meet the needs of the community and to sustain. No one knows better about the needs and wants of a community than its residents. Additionally, any food-access or food-security project will require committed people to get initiatives off the ground, activated, and successful.



The recommendations proposed here are targeted to the City of Saginaw Council, staff, and other representatives, but the report is intended to be a source of information for anyone interested in the food landscape and increasing food access in the City of Saginaw.

ATTRACTING NEW GROCERY RETAIL ESTABLISHMENT(S)

There is a lot of support for a new grocery store in the City of Saginaw. There is also a need for groceries to be affordable for residents and a desire to have quality fresh foods and support local businesses, including urban agriculture and locally grown food. The priorities and needs of the community contrast with the rising grocery costs over the last several years, and trend toward consolidation with fewer but larger grocery stores, which are more practical for for-profit models.

However, there are some trends and new developments that are promising and bring together at least some of the priorities of the residents of Saginaw.

There are **national or corporate chains**, such as Meijer, that have moved back to launching **smaller concept grocery stores in urban areas** that may have comparable prices to their superstore counterparts. (Local media reporting from when the downtown Grand Rapids store opened quoted lower prices at the urban store than at the supercenter [Dieters, 2018]).

The Saginaw Community Food Club, a nonprofit membership grocery store that will provide food for a nominal monthly membership fee (\$12-\$16) is under development. Several food clubs have emerged in cities across Michigan. This model brings together community and affordability in a grocery store environment. However, the Food Club will only serve households with incomes that qualify. For example, according to the Saginaw Community Food Club & Kitchen website, in 2023, a family of four could make up to \$55,500. Additionally, it is unlikely that the Food Club will be able to serve everyone in the community that could benefit.



Grocery co-ops are another option for a community-led and community-owned grocery store and more are opening in cities in Michigan. Co-ops may be able to keep prices affordable by using volunteer labor. The [Eastside Lansing Food Co-op](#) opened in October 2022. The Black-led [Detroit People’s Co-op](#) is aiming to open in spring 2024 (Daniels, 2024). A food co-op could be a long-term strategy for the City of Saginaw but is not a “shovel-ready” option. Co-operatives often take years to develop. For example, in 2023 the Grand Rapids Food Co-op was in year seven of development and hoped to open in around two more years (Taste the Local Difference Michigan, 2023).

In other parts of Michigan there are **low-profit limited liability grocers** that operate as a community-benefit corporation, such as the Argus Farm Stop model, which is intended to support local farmers and increase consumer access to local produce (Colby, et al., 2023) While not a new trend, there are also **independent grocers** already operating in the Saginaw area and around the state.

Grocery Store Characteristics

Based on study findings, the following are recommended characteristics for any new grocery retail establishment in Saginaw, whether the Food Club, a national chain, an independent grocer, or a community-owned co-op.

- **Carries quality, fresh produce, meats, and seafood or fish.** Fresh produce, meats, and seafood or fish were the most difficult kinds of foods for survey respondents to access. Quality food is an important factor for almost all survey respondents when choosing where to get groceries.
- **Affordable and accepts SNAP.** Grocery prices have risen substantially in the last few years and a lot of Saginaw residents have lower incomes. Cost is the number one barrier to accessing the foods people want and need – and an important factor for almost all households



when choosing where to get groceries, as reported by survey respondents.

- **Local business or community driven.** It is critical that community members, local businesses, or others who have a stake in the landscape of the community are pro-actively and genuinely engaged in decision-making. This kind of inclusiveness was highlighted in survey feedback about the need to hire employees who are City residents, engage City residents in planning and running the Food Club, and obtain shopper feedback on the rollout and execution of the Food Club.
- **Carries locally grown food.** Any new establishment, whether for-profit, co-op, or the Food Club, should prioritize selling locally grown products.
- **Offers some non-food items** including paper products (e.g., toilet paper and paper towels); hygiene products such as soap, shampoo, deodorant, and toothpaste; and household cleaning products and detergents.
- Prioritize the east side, including the downtown, of the City of Saginaw. Here's why:
 - Most of the grocery stores and superstores in the area are in the township on the west and northwest side.
 - Study results show that residents on the east side have more challenges with access to groceries. Survey respondents who live on the east side of the river (including downtown) rated it more difficult to get each kind of food asked about in the survey, were more likely to report getting groceries from dollar stores, and were more likely to report the selection at the stores near them being a top challenge to getting the foods they want and need.
 - Survey respondents that live on the east side, including downtown, are more supportive of attracting a new grocery store (65% of east side respondents selected this as a priority compared to 50% of west side respondents).



- The downtown area may have more market feasibility given the development already occurring in the area. Additionally, people that live on the east side (52%) and west side (42%) reported they would be willing to shop at a new store downtown.

Request for Proposals for a Grocery Store

The City of Saginaw could take action to attract a new grocery retail by releasing a Request for Proposals (RFP). Other cities have released RFPs that have offered financial and other incentives to attract a new grocery store to their city. Example City RFPs for a Grocery Store are in Appendix C.

The following are recommendations of elements to include in a **grocery store RFP**, based on the study results, including a review of grocery store RFPs released from other cities.

- **Who is eligible to apply**, e.g., developers and grocers; landowners, if applicable.
- **Background information and marketing profile**— information on why the City and the site (if applicable) is desirable for a new grocery store. Among other information, this could include a summary of the new development occurring in Saginaw and study findings that show resident support for a new grocery store and limited competition.
- **Desired location:** This could be a specific proposed site or as broad as the east side of Saginaw or within the City of Saginaw. We recommend that the City specify a preference for the east side of the river, including downtown, but allow proposals that fall within the entire City boundaries. See the Grocery Store Characteristics section above for details on the location recommendation.
- **Priorities and requirements for the store:** This could specify minimum requirements, priorities that would be nice to have but are not required, site design standards, business operation standards, and characteristics, such as “affordable,” “full-service,” and specify a required square footage minimum or range. See the Grocery Store



Characteristics section above for detailed recommendations on what to prioritize.

- **Purchase price** if proposing to build on publicly owned property. The City can include a caveat of this being negotiable after proposals are received.
- **Financial and other support available** from the City or other known sources. Other RFPs released from cities for a grocery store (included in Appendix C) have included low-interest or partially forgivable loans or other financial assistance, reduced/no-cost land, tax abatements, tax sharing, and bonds for upfront financing. The following were mentioned as potential incentives available in Saginaw through conversations with representatives from local organizations and the City.
 - Lease at lower than market rate
 - Land sold at free or reduced cost
 - Brownfield Redevelopment Incentives
 - Obsolete Property Rehabilitation Act (OPRA) property tax exemptions
 - Funds from the American Rescue Plan Act of 2021 (ARPA), including the remaining \$1 million allocated toward food access
 - Loans from the Saginaw Economic Development Corporation, up to \$100,000 with possible loan flexibility up to \$225,000 for projects that meet certain criteria
 - Downtown Development Authority (DDA) bonds
 - Support from City staff with the permitting process, building search, and re-zoning (if needed).

“If you can find a for-profit [grocery business], that will probably be the most successful answer. I’m also a realist. Most projects need a subsidy to level the playing field. That’s true in economic development all over. Public-private partnership is probably [a] good model.” – Local organization representative



- **Selection process and criteria.** The City could offer a pre-proposal meeting, and ask for an Intent to Apply as a first step towards submittal. One example RFP includes a step of engaging the neighborhood association during the selection process. Another RFP specifies that once an Intent to Apply is submitted, that the grocers/developers will have a chance to discuss financial support that may be available and that the extent and form of financial support will depend on how well the proposed project meets the desired specifications of the City and demonstrates a need for financial support.

RFP Process

Prior to releasing the RFP, we suggest that City representatives have discussions with local grocers (e.g., Great Giant, Jack's Fruit & Meat Market) and developers (e.g., Pete Shaheen; Alex DePerry, affiliated with Argus Farm Stop; Akkadian), to gauge interest and needed incentives before proceeding with the full RFP process.

Should the RFP process move forward, community members should be engaged in the process.

We recommend that the RFP be distributed widely, including to local grocers and Michigan-based independent grocers. The [Michigan Retailers Association, Michigan Grocers Division](#), may be a resource for further information or connecting with independent grocers in the state.



INCREASE SELECTION AND ACCESS AT EXISTING LOCATIONS

Investing in the current grocery stores and retail infrastructure is an opportunity to increase access to food in the City. While increasing access to existing grocery stores did not score very highly overall in the survey, there were certain populations, such as people who get groceries by bus, that were more likely to select that they would like the City to support increasing selection and access at existing stores. There was a lot of support for increasing access or selection at food pantries.

Bus Transportation

Saginaw residents that don't have or cannot operate personal transportation (i.e., a car) face increased barriers to physically getting to and from the grocery store. The City could work in close collaboration with Saginaw Transit Authority Regional Services (STARS) to identify resources for the following:

- A specially equipped grocery bus that could take people home from the store with large grocery orders (there is a bag limit for safety reasons on regular busses)
- A direct-to-the-grocery bus route

Food Pantries

The following opportunities would improve access to food from the charitable food network in Saginaw:

- New facilities for Hidden Harvest that include more refrigeration and freezer space
- More "choice" food pantries, where customers can choose what to take within the items available
- Making it easier for people that are homebound or without a vehicle to get food through food delivery from pantries. This is currently being piloted in the City.



- Better coordination of existing pantries so there is more service coverage and less overlap.
- Strengthen partnership with the Food Bank of Eastern Michigan (FBEM) to ensure access to food and water in emergency situations.

The food delivery from pantries is being piloted by Hidden Harvest and other partners including the Michigan Health Improvement Alliance, United Together Lupus Foundation, Food Bank of Eastern Michigan, Eastside Soup Kitchen, and 2-1-1. They expect the pilot to be successful and additional funding to be needed to grow the pilot.

Funding aside, good roles for the City in these efforts would be:

- Bringing together local food pantry partners and facilitating discussion and coordination.
- Working with 2-1-1 or FBEM to ensure their existing food pantry directory is complete and up to date.
- Disseminating information about food pantry availability on the City website and at events.
- Developing a City protocol or policy on supplying food and water in emergency/crises response (in partnership with FBEM).

SUPPORT COMMUNITY COALITIONS AND WORKING GROUPS

The City of Saginaw has had the opportunity to invest ARPA funds in the community. The City has chosen to prioritize capital, “shovel-ready” projects with these funds. This decision is reasonable, given the one-time nature of this funding source.

Readiness to be funded for a one-time or capital expenditure takes considerable upfront planning. It can be exceedingly difficult for people or organizations to do that planning without funding or other supports. Nor should people, particularly BIPOC-led organizations, be expected to provide their time for free to develop or manage food-access initiatives.



We encourage the City to consider how best to support local organizations in food-access planning initiatives. Planning can be a one-time expenditure that gets an organization fully prepared to successfully launch a project and sustain. Other one-time funding projects to consider are those that fund development or grant-writing efforts – providing upfront support in this way can set an organization up to successfully fund themselves in the future.

SUPPORT URBAN AGRICULTURE

Residents of Saginaw would like the City to directly or indirectly support urban agriculture and access to locally grown food (as reflected in the results of the survey). There are opportunities to create new markets for urban agriculture through new or existing food retail outlets and food pantries. For example, there may be opportunities to connect neighborhood convenience stores or local pantries with local or produce vendors, or the City could specify a priority for a new grocery store to carry local foods through an RFP process.

Potential partners with the City for supporting urban agriculture in Saginaw include:

- Saginaw Just Transition Indaba, a network of local organizations working toward food and energy justice and security. They have an urban farming and agriculture focus.
- MSU-Extension (MSU-E) operates food-focused projects across Michigan, including many related to urban agriculture including horticulture and community gardens. For example, MSU-E operates the urban agriculture center and educational farm, the Detroit Partnership for Food, Learning, and Innovation (DP-FLI). MSU-E could partner with Saginaw to expand upon current programming or bring new programming to Saginaw centered on what the community wants. MSU-E is funded through the County and can leverage federal and state funding as well. To learn more about DP-FLI and how MSU-E could support food security and access in Saginaw, see the MSU-E Food System handout in Appendix D.



References

- Benefits.gov. (n.d). *Michigan food assistance program*.
<https://www.benefits.gov/benefit/1222>
- Caspi, C. E., Pelletier, J. E., Harnack, L. J., Erickson, D. J., Lenk, K., Laska, M. N. (2017). Pricing of staple foods at supermarkets versus small food stores. *International Journal of Environmental Research and Public Health*, 14(8), 915. <https://doi.org/10.3390/ijerph14080915>
- City of Saginaw. (n.d.). *Saginaw history*. https://www.saginaw-mi.com/residents/saginaw_history.php
- Colby, A., Winans, N., McCrohan N., (February 2023). Saginaw food co-op feasibility study. *Public Policy Associates*.
https://cms5.revize.com/revize/cityofsaginawmi/Documents%20Center/Government/City%20Council/ARPA/FeasibilityStudy_2023_03_shared.pdf
- Dieters, B. (2018, August 29). *New urban Meijer has surprising prices*. WoodTV. <https://www.woodtv.com/news/grand-rapids/new-urban-meijer-has-surprising-prices/>
- Economic Research Service. (2019). *Go to the atlas*. U.S. Department of Agriculture. <https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/>
- Feeding America. (2021). *Food insecurity among overall (all ages) population in the United States*. <https://map.feedingamerica.org/>
- Feeding America. (2024). *Hunger and food insecurity*.
<https://www.feedingamerica.org/hunger-in-america/food-insecurity#:~:text=Food%20insecurity%20is%20an%20official,children%2C%20experience%20food%20insecurity%20annually>
- Food and Nutrition Service. (2023, January 9). *Historical SNAP retailer locator data*. U.S. Department of Agriculture.
<https://www.fns.usda.gov/snap/retailer/historicaldata>
- Healthy People 2030. (n.d.). *Food insecurity*. U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. <https://health.gov/healthypeople/priority-areas/social-determinants-health/literature-summaries/food->



<https://data.census.gov/table/ACSST5Y2022.S1701?q=poverty&g=160XX00US2670520> Retrieved January 26, 2024, from <https://data.census.gov/table/ACSST5Y2022.S1701?q=poverty&g=160XX00US2670520>.

U.S. Census Bureau (2022c). *Quick Facts Saginaw city, Michigan*.

<https://www.census.gov/quickfacts/fact/table/saginawcitymichigan/RHI225222#RHI225222>

U.S. Census Bureau (2022d). *Saginaw city, Michigan*.

https://data.census.gov/profile/Saginaw_city,_Michigan?g=160XX00US2670520



Appendix A: Survey Methods

The survey was conducted online in both English and Spanish during October through November, 2023. Flyers with links and QR codes to the survey were distributed from diverse locations across the City of Saginaw, like local community organizations, hair salons, churches, the local library, and City Hall. Paper surveys were also available at City Hall. A link to the survey on the City's website was distributed through a press release from the City and by local media. City residents who are 18 years and older were eligible to respond. People chose whether to take the survey and had a chance to win a \$50 gift card for completing the survey.

DATA MANAGEMENT

There were a total of 1,767 survey responses collected through the survey. However, only 651 remained in the final analysis (37%). Responses were not included in the final analysis because they did not live in the City of Saginaw or were suspected fraudulent. Responses were removed from the final dataset if they:

1. Did not answer "yes" to Q1 (18+ resident of the City of Saginaw).
2. Did not enter a City of Saginaw zip code (48601, 48602, 48603, 48607, or 48609).
3. Had an IP address outside of Michigan (suspected fraudulent).
4. Responded to the survey in under three minutes (suspected fraudulent).
5. Were started within one minute of other response(s) that contained very similar answers across key survey items (suspected fraudulent).

There were a few exceptions, as described below. If an item was flagged as suspected fraudulent (above items 3-5), they were left in the analysis if they met at least one of the following indications that it was a real response:



1. Wrote an open-ended response to the open-ended survey question about the Food Club. This was the one true open-ended question in the survey; it was not a write-in “other” answer choice.⁵
2. Response was collected through a paper survey or through a link other than the one provided to the City.⁶

SURVEY LIMITATIONS

There are two primary limitations of the survey:

1. That it received many ineligible and suspected fraudulent responses
2. It was a convenience sample, meaning that people chose whether to take the survey.

Ineligible Responses

While several steps were taken to remove ineligible or fraudulent survey respondents from the analysis (as described above), it is likely that some fraudulent responses remained in the analysis and that some legitimate answers were excluded. The exact number of fraudulent answers that remained or eligible responses that were excluded is not known.

However, a review of the analysis shows some logical results – such as people that report living on the west side being more likely to say they would shop at a new store on the west side or people that report getting groceries by bus being more likely to say transportation is a challenge – and results that confirm or complement findings from other data sources. These analysis results instill a level of confidence in the final dataset.

Furthermore, while the survey is an important data source for the study, it is not the only data source. Wherever possible, the study triangulates the

⁵ This only resulted in one additional survey respondent being added back into the final dataset.

⁶ Different links were provided to different places to understand where survey responses were coming from. For example, one link was provided to all neighborhood associations while another link was provided to the libraries. From initial review of the data, it appeared that the “City” link, which went out in a press release and was picked up by some local media, was subject to “bots” taking the survey.



multiple data sources – from the review of existing documents and secondary data (such as maps of the poverty rates and grocery store locations), conversations with representatives from the City and community organizations, and input from a community meeting. Bringing multiple data sources together provides a fuller and more nuanced story of the food landscape in Saginaw. Additionally, similar or complementary findings from several data sources increases confidence in the results of the study. The implications and recommendations in this report are not based on a single data source but bring together all of the information collected and analyzed for this study.

Convenience Survey

The survey was disseminated widely across the City of Saginaw, allowing all who were interested to respond to the survey. The results, therefore, reflect the people that took the survey and not necessarily the overall population in the City of Saginaw.

Comparing the demographics of people that were included in the final survey dataset shows that they do not match the overall population of Saginaw, as shown in **Table 1** below. People that are Black or African American are underrepresented in the survey responses while people that are white, non-Hispanic are overrepresented (U.S. Census Bureau, 2022). People that are Latino/a/x or Hispanic (of any race) are also underrepresented in the survey.

TABLE 1. RACE/ETHNICITY OF CITY OF SAGINAW POPULATION AND SURVEY RESPONDENTS

RACE AND ETHNICITY	POPULATION	SURVEY
Black or African American (race alone or in combination with one or more other races)	50%	35%
White alone, not Hispanic	34%	46%
Latino/a/x or Hispanic (of any race)	16%	10%

Additionally, analysis of race and ethnicity by income levels shows a similar income break-down for Black or African American respondents and white respondents. This is not reflective of the Saginaw population as



a whole where there are disparities in income, and the Black or African American and Latino/a/x or Hispanic populations have higher poverty rates than the white population.

To account for some of these differences, we have analyzed the survey results by demographic and other characteristics. For example, the analysis shows the percentage of Black or African American respondents that would like the City to prioritize a grocery store next to the percentage of white respondents. This analysis equalizes the differences in total numbers of respondents in each category and ensures that the views and situations of some of the smaller or underrepresented groups of survey respondents is presented. Still, the number of survey respondents from many of the racial/ethnic groups was too small to reliably analyze separately.

ANALYSIS

Descriptive statistics were produced from the final dataset of 651 responses using STATA statistical software. Cross tabulations were run of survey questions by demographic and other characteristics to understand differences in responses by various population groups.



Appendix B: Survey Tool

Saginaw Food Access Survey

This survey asks about food access in the City of Saginaw. There are questions about what you want, your challenges, and what you do now to get food for you and your family. The purpose of the survey is to help the City Council plan and take action to improve food access in the City.

The survey will take about 10 minutes. The survey is open to all City residents 18 years and older. When you take this survey, you are volunteering.

If you complete this survey, you could win a \$50 gift card. Winners can select a gift card for a grocery store near Saginaw. Twenty people will win.

Questions? Contact Scott Southard ssouthard@publicpolicy.com.

* 1. Are you at least 18 years old and live in the city of Saginaw?

- Yes
- No

The following questions about your identity and background will be kept private and confidential. We will not ask for your name. Responses will help the City understand the views of residents.

* 2. What is the zip code where you are currently living?

3. What is your current age?

- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65+
- Prefer not to answer

Saginaw Food Access Survey

4. How would you describe your race/ethnicity? Please select all that apply.

- American Indian, Native American, or Alaska Native
- Asian or Asian American
- Black or African American
- Hispanic or Latino/a/x
- Middle Eastern or North African
- Native Hawaiian or Pacific Islander
- White
- Multiracial or biracial
- Prefer not to answer
- Prefer to self-describe (please specify):

5. How would you describe your gender identity? Please select all that apply.

- Woman
- Man
- Intersex
- Non-binary
- Genderqueer
- Gender non-conforming
- Agender
- Two-spirit
- Prefer not to answer
- Prefer to self-describe (please specify):

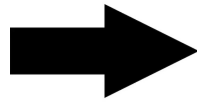
6. Do you or anyone in your household receive Medicaid benefits?

- Yes
- No
- Prefer not to answer

Saginaw Food Access Survey

* 7. How many people live in your household including you?

- I live alone
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- More than 8
- Prefer not to answer



ONLY answer one income question. Answer the income question for the number of people in your household, including you.

8. What is your total monthly household income before taxes (1-person household)?

- \$1,215 or less
- \$1,216 - \$2,430
- \$2,431 or more
- Prefer not to answer

9. What is your total monthly household income before taxes (2-person household)?

- \$1,643 or less
- \$1,644 - \$3,287
- \$3,288 or more
- Prefer not to answer

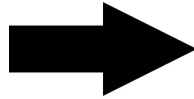
10. What is your total monthly income before taxes (3-person household)?

- \$2,072 or less
- \$2,073 - \$4,143
- \$4,144 or more
- Prefer not to answer

Saginaw Food Access Survey

11. What is your total monthly income before taxes (4-person household)?

- \$2,500 or less
- \$2,501 - \$5,000
- \$5,001 or more
- Prefer not to answer



ONLY answer one income question. Answer the income question for the number of people in your household, including you.

12. What is your total monthly income before taxes (5-person household)?

- \$2,928 or less
- \$2,929 - \$5,857
- \$5,858 or more
- Prefer not to answer

13. What is your total monthly income before taxes (6-person household)?

- \$3,357 or less
- \$3,358 - \$6,713
- \$6,714 or more
- Prefer not to answer

14. What is your total monthly income before taxes (7-person household)?

- \$3,785 or less
- \$3,786 - \$7,570
- \$7,571 or more
- Prefer not to answer

15. What is your total monthly income before taxes (8-person household)?

- \$4,213 or less
- \$4,214 - \$8,427
- \$8,428 or more
- Prefer not to answer

Saginaw Food Access Survey

The following questions ask about what you want and what you do now to get your groceries.

* 16. What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three.

- Attract a new grocery store to the City
- Better selection of groceries at existing stores in the City, such as corner stores and dollar stores
- Make it easier to get groceries by bus
- Lower cost grocery delivery
- More food pantry locations
- Expand the days or hours that food pantries are open
- Let people choose their food at food pantries
- Support urban farms and locally-grown food
- More chances to grow in community gardens
- Help people sign up for SNAP, EBT, or food stamps
- Other (please specify)

The following few questions ask about your household; if you live alone, please answer for yourself.

17. In your household, who shops for groceries?

- Me
- Someone else
- Shared
- Prefer not to answer

18. In the past month has your household gotten groceries from any of the following locations? Select all that apply.

- Grocery store or superstore such as Save A Lot, Meijer, Kroger, Great Giant, or Walmart
- Dollar General or Dollar Tree
- Farmers market
- Specialty store such as meat markets or ethnic grocery stores (e.g., Jack's Fruit and Meat Market, Asian Market, International Foods and Spices)
- Corner store, convenience store, or gas station
- Food pantry, food bank, church or other place that helps with free food
- Other (please specify)

Saginaw Food Access Survey

19. In the past month, has your household gotten groceries from any the following grocery stores? Select all that apply.

- Save A Lot on Michigan Ave. in Saginaw
- Save A Lot in Saginaw Township (either location)
- Great Giant on Sheridan Ave.
- Meijer
- Kroger
- Walmart
- Aldi
- None of the above

20. When choosing where your household gets groceries, how important are the following?

	Not important	A little important	Important	Very important
Cost of food	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Accept SNAP, EBT, or food stamps	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Close to home	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
On bus route	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has fresh produce	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has organic food	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Delivery or pick-up options	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has non-food items (like paper towels)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has quality food	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shopping experience such as safety and customer service	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

List any other things that are very important to you when choosing where to shop.

Saginaw Food Access Survey

21. What are the primary means of transportation for you and other members of your household to get groceries? You can choose more than one option.

- A car, truck, van or other vehicle
- Public transportation (bus)
- Taxis or ride share services
- Rely on friends, coworkers, or other relatives for transportation
- Biking or walking

22. How much time does it usually take to travel to the store where your household gets most of your groceries. **Do not** count the time it takes to shop or get home.

- Don't know
- Enter time in minutes

23. Which areas in the Saginaw Riverfront Business district would your household shop if there was a new grocery store? Select all that apply.

- On the west side of the river
- On the east side of the river
- Downtown
- East Genesee Corridor
- None of the above

The following questions ask about how easy or hard it is to get the food you want and need.

Saginaw Food Access Survey

24. How easy is it for you to get the following kinds of food...

	Not easy	A little easy	Easy	Very easy	N/A
Fresh fruit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fresh vegetables	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Meats	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Seafood or fish	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Eggs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Beans	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dairy products (such as milk and yogurt)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cereals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bakery products (such as bread)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

* 25. Please select the top challenges you have with getting the food that you want and need.

You can select up to two.

- Cost of food
- Selection at stores near me
- Transportation
- Time it takes to get to the store
- Other (please specify)

- I don't have challenges with getting food

The following few questions ask about your household; if you live alone, please answer for yourself.

26. Within the past 12 months, did you worry whether your food would run out before you got money to buy more.

- Often true
- Sometimes true
- Never true
- Prefer not to answer

Saginaw Food Access Survey

27. Within the past 12 months, the food you bought just didn't last and you didn't have money to get more.

- Often true
- Sometimes true
- Never true
- Prefer not to answer

28. In the last month, have you or anyone from your household received SNAP, EBT, or food stamp benefits?

- Yes
- No
- Don't know
- Prefer not to answer

The following questions are about a community food club, which is an idea being developed in Saginaw.

In a food club, people with lower incomes would shop in a grocery store but not need cash. Instead, they would pay a low monthly membership cost (\$11-\$16) and then receive points to buy food. Healthier food is fewer points. Shoppers choose the food they want.

Saginaw Food Access Survey

29. How important is it that the Food Club does the following...

	Not important	A little important	Important	Very important
Asks for shopper feedback	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hires employees who are City of Saginaw residents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Offers cooking demonstrations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Offers food that comes from local farmers and community gardens	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Keeps membership information private	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Includes City residents in planning and running the food club	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Offers volunteer opportunities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Offers non-food items, such as toilet paper, soap, and shampoo	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

30. What days and times would you most want to shop at the Food Club? Select all that apply.

- Early morning (before 10 AM)
- Daytime hours (10 AM - 5 PM)
- Evening hours (5 PM - 7 PM)
- Weekends (Saturday and Sunday)
- During the week (Monday - Friday)
- Other (please specify)

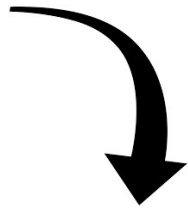
Saginaw Food Access Survey

31. Which non-food items would you most like to see at the Food Club? You can select up to three.

- Household cleaning products and detergents
- Paper products such as toilet paper and paper towels
- Hygiene products such as soap, shampoo, deodorant, toothpaste
- Menstrual products
- Medicine or pharmacy products
- Kitchen equipment such as pots and pans
- Baby diapers
- Animal foods and products
- Other (please specify)

32. How interested are you in shopping at the Food Club?

- Very interested
- Somewhat interested
- Not interested
- Prefer not to answer



If you answered "Not interested" to the previous question.

33. Why are you not interested in shopping at the food club?

For the next questions, providing your email is optional. Your email will only be used for the stated purpose.

34. Would you like to be entered into a drawing for a \$50 gift card? 20 people will win a card.

- No
- Yes. Enter email address.

Saginaw Food Access Survey

35. Are you interested in learning more about the Saginaw food access study such as participating in a community meeting?

- No
- Yes. Enter email address.

Thank you for your time!

If you need help getting food, contact 2-1-1. Dial 211 on your phone, text your ZIP to TXT 211 (898 211), or visit 211nemichigan.org.

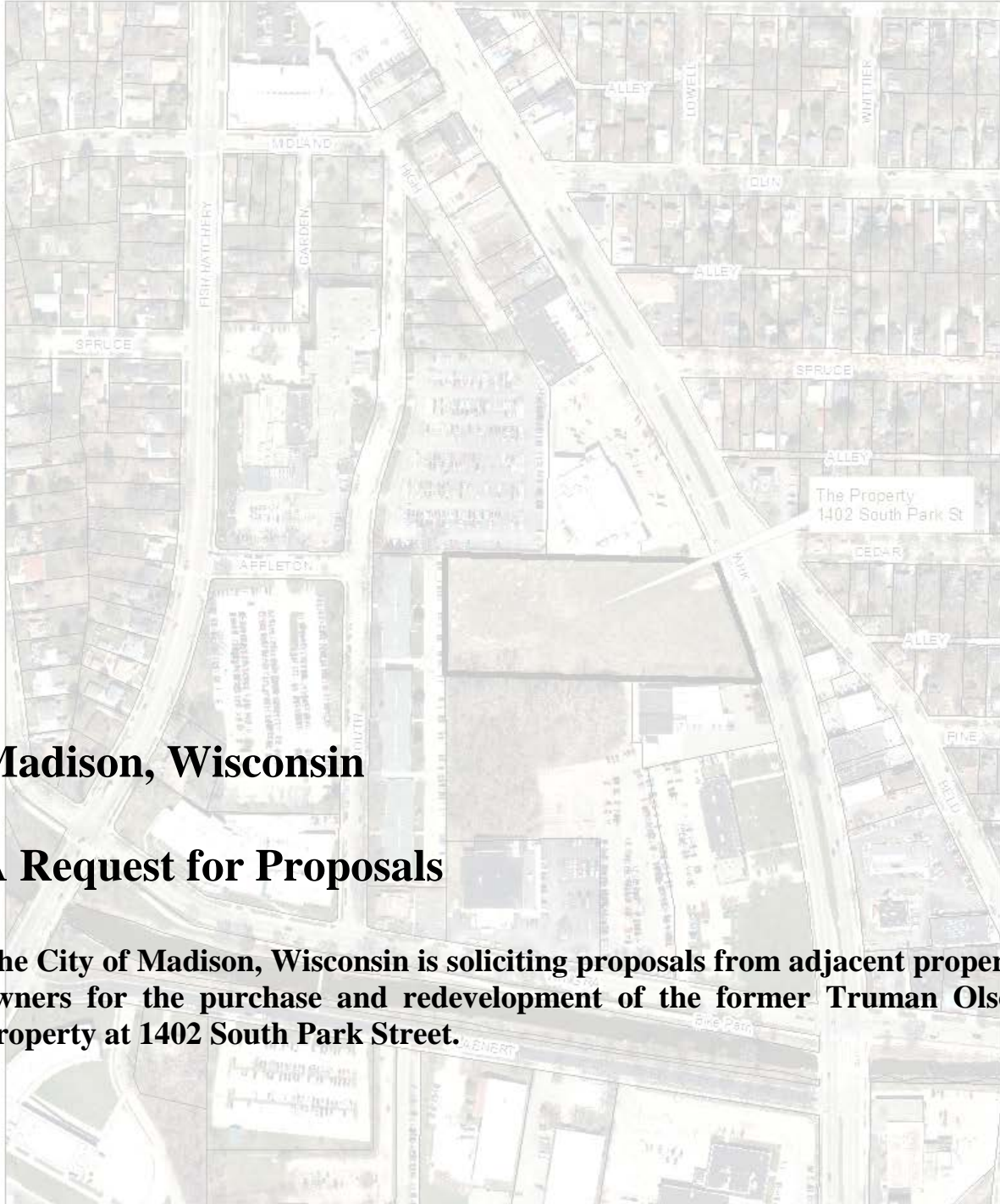
Sources:

- Some of the survey questions were adapted from the Feeding America Client Survey (FACS).
- Hunger Vital Signs Two Question food insecurity screener: Hager, E. R., Quigg, A. M., Black, M. M., Coleman, S. M., Heeren, T., Rose-Jacobs, R., Cook, J. T., Ettinger de Cuba, S. A., Casey, P. H., Chilton, M., Cutts, D. B., Meyers A. F., Frank, D. A. (2010). Development and Validity of a 2-Item Screen to Identify Families at Risk for Food Insecurity. *Pediatrics*, 126(1), 26-32. doi:10.1542/peds.2009-3146.



Appendix C: Example City RFPs for a Grocery Store

Truman Olson Request for Proposals



Madison, Wisconsin

A Request for Proposals

The City of Madison, Wisconsin is soliciting proposals from adjacent property owners for the purchase and redevelopment of the former Truman Olson Property at 1402 South Park Street.

Disclosure and Disclaimer

This Request for Proposals (“RFP”) is being furnished to the recipient by the City of Madison (the “City”) for the recipient’s convenience. Any action taken by the City in response to submissions, made pursuant to this RFP, or in making any awards or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, or in any withdrawal or cancellation of this RFP, either before or after issuance of an awards, shall be without any liability or obligation on the part of the City and its officials and employees.

The City, in its sole discretion, may withdraw this RFP before or after receiving submissions, may accept or reject any or all submissions, and may waive any irregularities if the City deems it appropriate and in its best interest. The City shall determine the responsiveness and acceptability of any proposal submitted.

Prospective developers should rely exclusively on their own investigations, interpretations and analyses in preparing and submitting proposals, and should not rely on communications with City staff or officials. The City makes no warranty or representation that any submission which conforms to the requirements of this RFP will be selected for consideration, negotiation, or approval.

The City and the selected developer(s) will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the Common Council of the City of Madison and then only pursuant to the terms of the definitive agreements executed among the parties.

NOTE: All submissions and supporting data shall be subject to disclosure as required by State law. The City anticipates making the proposals publicly available after the submission period closes.

1. Introduction

The City of Madison, Wisconsin, is soliciting proposals for the purchase and redevelopment of the former Truman Olson United States Army Reserve facility (the “Property”) from developers with demonstrated experience in the redevelopment of urban properties (“Developers”). The Property, shown in Appendix A and totaling approximately 3.49 acres, is located on the south side of Madison near the intersection of South Park Street and Cedar Street 1402 South Park Street. This Request for Proposals (“RFP”) provides prospective Developers with information to assist in the preparation of a competitive proposal, proposal submission requirements, and the process that will be used to select proposals for the Property.

2. Background

In 2012, the City of Madison (the “City”) acquired the Property from the United States Department of Defense (“DOD”). The Property was originally acquired for employment purposes. The Truman Olson Redevelopment Plan was developed to guide the disposal of the Property, and informs the process for the development and issuance of this RFP.

The City has adopted the Wingra BUILD Plan to guide development and redevelopment in this area. This plan calls for an extension of Cedar Street through the Property, and the sale of the balance of the Property for redevelopment. The purpose of this RFP is to select a Developer to move this street extension and associated redevelopment forward in a timely manner.

3. RFP Property Project Goals

The Goals below are critical components of a successful proposal:

- Complete the Cedar Street connection from Park Street to Fish Hatchery Road, via Appleton Road, in a manner that meets all City requirements.
 - NOTE: The Cedar Street connection will be located and designed in direct consultation with the City of Madison Engineering, Traffic Engineering, and Planning Divisions. City Traffic Engineering has recommended an 80’ ROW for this street extension. This ROW should be located on the site in consultation with the above City agencies.
 - NOTE: The extension of Cedar Street should include the extension of all City utilities (water, sewer, etc.) necessary to serve the development on the Property.
- Installation of a North / South public street beginning at extended Cedar Street / Appleton Road, which will extend south through the Truman Olson site to eventually intersect Wingra Drive.
 - NOTE: The City has not performed any wetland determinations and any road extensions would need to follow all City, County, and State environmental guidelines.
- Sell the remaining Property to adjacent property owner(s) at a price consistent with Section #4 of this RFP.
- Ensure that a grocery store remains in the area to serve the neighborhood.
- Create development that is consistent with guidelines in Urban Design District # 7.

- Increase tax base.
- Development of workforce housing targeted to residents making 50-80% AMI.
- Enhance pedestrian and bike connectivity.
- Implement the Wingra BUILD Plan and City Comprehensive Plan, including higher density residential, and mixed-use transit oriented development.
- Create shared structured parking.

4. Purchase Price

All proposals must include a price per square foot for the purchase of the Property from the City. The City will conduct an appraisal of the property and review all proposed purchase prices against this appraisal. The City reserves the right to negotiate the purchase price after submittal of the proposals with the prospective Developer. The City is not obligated to select a Developer based solely on the highest purchase price offered.

The purchase price, any request for City financial assistance, and any related financial information must be sealed in a separate envelope and clearly labeled with the development team or proposal's name. This information should either be excluded from digital submissions or flash drive and clearly identified as a separate document.

5. Adopted Plans and Design Guidelines

The following will govern the redevelopment of the Property:

Adopted Plans.

There are several adopted City plans that cover the Wingra Plan study area bounded on the east by Park Street, on the west by Fish Hatchery Road, on the south by Wingra Creek and Wingra Drive. These plans represent the community's desires for the future of the area. In particular, the Wingra Market Study and Conceptual Redevelopment Plan was developed with extensive input from the surrounding neighborhood, businesses, and other stakeholders. Although this plan was adopted in 2006, these groups have remained active in the planning for this Property through the South Madison Neighborhoods and South Park Street Business community planning process. Respondents to the RFP will need to engage these groups throughout the design, development, and entitlement processes.

Design Guidelines. Development of the Property is subject to the requirements and guidelines established for Urban Design District #7. Developers will be required to follow these requirements and guidelines, which are available at:

<http://www.cityofmadison.com/planning/documents/udddist7.pdf>

<http://www.cityofmadison.com/development-services-center/land-development/private-property/urban-design-approvals>

Wingra Creek BUILD Plan. The Wingra Market Study and Conceptual Redevelopment Plan Summary Report adopted in March 2006 can be found at the link below:

<https://madison.legistar.com/View.ashx?M=F&ID=3480038&GUID=BE976492-BDFF-430E-82E3-69583753AB84>

South Madison Neighborhood Plan. This plan identified the Wingra District as a strategic area for future revitalization efforts and indicated that the Wingra Plan, which was under development at the time, would provide more specific recommendations for this area. This plan can be found at the link below:

https://www.cityofmadison.com/dpced/planning/documents/South_Madison.pdf

More Neighborhood Plan Information. Respondents who wish to review neighborhood information and plans are encouraged to visit the City’s neighborhood website located at the link below:

<http://www.cityofmadison.com/neighborhoods/>

6. District and Property Information

The Property at 1402 South Park Street totals approximately 3.49 acres and is located on the south side of Madison near the intersection of South Park Street and Cedar Street, as described and shown on this page and in Appendix A.

The characteristics of the Property include but are not limited to the following:

- The Property is shovel-ready.
- The Property is located in Tax Increment Financing District (“TID”) # 42 (Wingra), which was created in 2012 and expires in 2039. A map of TID #42 can be found here:



- [https://www.cityofmadison.com/dpced/economicdevelopment/documents/TID%20%2342\(11\).pdf](https://www.cityofmadison.com/dpced/economicdevelopment/documents/TID%20%2342(11).pdf)
- Full utilities are available to the Property.
- The Property is zoned CC-T Commercial Corridor – Transitional District.
- The City will be selling the Property “as is”. The City can provide copies of the following environmental reports:
 - Environmental Condition of Property Report: Truman O. Olson U.S. Army Reserve Center (WI033) – June 2007
 - Environmental Survey Report for Asbestos, PCB, Lead-Based Paint and Radon: 88th Regional Support Command – November 22, 2004
 - Environmental Assessment for BRAC 05 Recommendations for the Closure, Disposal, and Reuse of the Truman Olson United States Reserve Center, Madison, Wisconsin, Fac ID WI033 – February 2012
 - Limited Phase 2 Environmental Site Assessment of Property conducted by City of Madison Engineering Staff, which includes soil and groundwater sampling
 - In conducting the Phase 2 ESA of the Property, the City detected limited soil and groundwater contamination and determined no further action.
- Buyer accepts all responsibility for the Property.
- Concrete from the former Truman Olson building was used to fill in the foundation of the building.
- NOTE: The proposed City of Madison Comprehensive Plan designates the area as RMU (Regional Mixed-Use) and the existing Comprehensive Plan designates the area as CMU (Community Mixed-Use). Proposals should be responsive to the changes being considered in the City of Madison’s Comprehensive Plan, which can be found here: <https://www.imaginemadisonwi.com/>.
- The Park Street corridor is a potential corridor for Bus Rapid Transit (BRT) service.

The Property is located adjacent to the Metropolitan Unified Fiber Network (“MUFN”). MUFN is a collaborative metro fiber-optic network serving education, health, government, and non-profit organization anchor institutions in the Madison, Middleton, and Monona, WI area. It unifies existing telecom resources to facility enhanced internet, point-to-point connectivity, and application sharing. Additional information on MUFN can be found at the website below:

<http://www.mufn.org/>

7. No Representations and Warranties: AS-IS Condition.

It is the intent of the City to sell the Property in “as-is” condition, with all faults. The City disclaims all warranties and representations that concern the Property. The Developer shall rely on its own inspections and shall be solely responsible for the structures and materials located on the Property from and after the date of closing. The Developer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of the City or its agents or employees.

The City is prepared to negotiate an option period for the Property upon review and selection of proposals submitted through this RFP.

8. City Approvals

There are several concurrent approvals that will need to occur for a Developer to receive full entitlement to proceed. Redevelopment of the Property will likely require review by the Plan Commission, Urban Design Commission (“UDC”), Board of Public Works, and Pedestrian Bike and Motor Vehicle Commission, as well as Common Council review and approval.

Neighborhood Process

The entitlement process has two main parts. The first is pre-application, in which the Developer meets with the neighborhood association (Bay Creek) to present the proposal, listen to feedback, and make adjustments accordingly. The Alderperson (<http://www.cityofmadison.com/council/>) of the District (District 13) and City staff are available to assist the Developer through this process.

Plan Commission Approval

The second half of the process is the formal review of an application once it has been submitted to the City. Developers should plan for both the pre-application and formal application phase of the entitlement process to last between four (4) and six (6) months for projects within the Wingra District. As noted in the Adopted Plans and Design Guideline section, the more aligned a proposal is with the Comprehensive Plan, Wingra BUILD Plan, Urban Design Guidelines, and existing zoning, the quicker the process will be.

Urban Design Commission Approval

The Property is within Urban Design District #7, the architecture and design of proposed structures on that parcel will be subject to UDC approval.

Zoning

The Property is currently zoned P CC-T Commercial Corridor – Transitional District.

9. City Assistance

Facilitating the redevelopment of the Property is a high priority for the City. The City will assist the selected Developer by:

- Providing information and assistance obtaining entitlements as noted above.
- Facilitating meetings with various stakeholders as needed (e.g., City staff, elected officials, neighborhoods, etc.)
- Providing information on TIF and the TIF application process.
- Providing information on City’s Affordable Housing Fund and application process.
- Assisting developers in accessing other financial resources (e.g., New Market Tax Credits, bond programs, affordable housing tax credits, state programs, etc.).

10. Proposal Requirements

Each proposal should contain all of the following information. While the City is interested in quality and well thought through proposals, brevity is strongly encouraged as noted in the page limits below. Developers may submit multiple proposals. **At this time, the City is only considering proposals from adjoining property owners.** Each section below should be identified in proposals by tabbed sections or cover pages.

1. Development Team (Three pages maximum)
 - a. Describe the composition, expertise, and experience of the development team, including examples of previous successful project from within the last five years.
2. Design Concept / Land Use(s) (Two pages of text maximum, plus any associated plans)
 - a. Describe the development program and concept.
 - b. Submit preliminary site and building plans, building elevations, and sketches with enough detail to help communicate development concept.
 - c. Indicate the development land uses, prospective business types, along with unit counts and square feet per use.
3. Financing (Three pages of narrative maximum plus pro-forma and sources and uses document)
 - a. Indicate the purchase price to be paid for the Property along with any financing conditions or contingencies. The purchase price and any related information should be sealed separately in an envelope labeled with the development team or proposal's name clearly identified. No references to purchase price should be included elsewhere in the proposal.
 - b. List the sources and uses of funds that demonstrate project feasibility. If utilizing New Market Tax Credits or other financial assistance programs, indicate team's experience with these financing methods. Include an estimate of any and all City assistance that the developer is requesting.
 - c. Summarize the overall economic impact and tangible benefits for the City, including tax base generation, construction jobs, and permanent jobs.
 - d. Outline any other community benefits the proposed project will generate.
 - e. Development pro-forma and cash flow statement
4. Ownership Structure (One page maximum)
 - a. Describe the desired method for taking title to the Property.
5. Process / Timeline (One page maximum)
 - a. Provide a timetable for each major phase of the project.
 - b. Provide a summary of the marketing approach/plan if applicable.
 - c. Describe a neighborhood participation process or plan.
 - d. Timeframe for phasing and development.

11. Additional Information

- The City reserves the right to reject any or all proposals for any reason at its sole discretion.
- The City reserves the right to combine development proposals and suggest development partnerships between development proposals.
- If no development proposal is selected, or the selected Developer(s) is unable to finalize an agreement with the City, the City reserves the right to advance development proposals as they come forward.

12. General Selection Criteria and Process

The City has created a selection committee, who will be responsible for evaluating the proposal based on the following criteria:

- Development team's expertise, experience, and financial capacity.
- Quality of the proposed development.
- Economic feasibility of the proposed development.
- Adherence to adopted plans and design guidelines for the Property.
- Value of the estimated tax base to be generated by the redevelopment of the Property.
- Permanent employment to be generated by the proposed development and quality, quantity, and range of housing units to be generated
- Purchase price and financing terms and conditions for the purchase of the Property.
- The length of time required to implement all phases of the redevelopment of the Property.
- Feasibility of the project.

The selection committee will rank proposals for the Property. The selection committee will make all responses to this RFP available to the public. The Committee will likely invite respondents to a publicly-noticed meeting to present their proposals.

Upon selection, the committee will make a recommendation to the City's Common Council. Upon acceptance of a proposal by the Common Council, Staff will negotiate term sheets with the selected developers. Final approval is contingent upon Common Council accepting the terms and conditions outlined in the term sheet and authorizing the execution of an option, or a Purchase and Sale Agreement.

13. RFP Proposed Schedule

January 9, 2018	RFP released
January 25, 2018	Pre-Submission Meeting 1:00 pm in Room 1000B of 30 West Mifflin Street (10th floor conf room)
April 13, 2018	RFP Responses Due
May 2018	RFP Response Review, Ranking, Interviews, Public Hearing
June 2018	Selection Committee deliberation and selection
July 2018	Common Council (CC) review and acceptance of selection
Aug – Oct 2018	Development Agreement formalized
Oct - Nov 2018	Development Agreement Resolution introduced at CC
Nov – Dec 2018	Committee Recommendation to CC
Jan 2019	Action by CC and subcommittees

Developers should plan for a 4-6 month minimum land use approval schedule following the Common Council approval date. Developers should note that the land use approval process is separate from any neighborhood process to review development proposals.

* Exact timing will depend on selection committee availability, complexity of negotiation, and length of selection committee, other committee, and Common Council deliberations.

SUBMISSION OF PROPOSALS AND PROPOSAL DEADLINE

Proposals must be submitted in sealed envelopes or boxes by **12:00 noon Central Daylight Time on Friday, April 13, 2018** to:

Economic Development Division
City of Madison
30 W. Mifflin Street – 5th Floor
P.O. Box 2983
Madison, WI 53701-2983

Five (5) copies of the proposal shall be submitted, along with a complete PDF document containing the proposal on a thumb drive in a sealed box or envelope. All graphic images included in the proposal shall be included on the thumb drive.

Proposal submissions should be organized in an 8.5” x 11” format with tabbed sections corresponding to the Submission Requirements listed in the “Proposal Submission Requirements” Section of this RFP. Any images, site plans, elevations, cross-sections, etc. should be in scalable format and put on sheets no larger than 11” x 17”.

The purchase price and any related information must be sealed in a separate envelope and clearly labeled with the development team or proposal’s name. This information should be included with digital submissions or thumb drive and clearly identified as a separate document.

Late responses will not be accepted and will be returned unopened.

Contact Information:

All questions related to this RFP should be directed to:

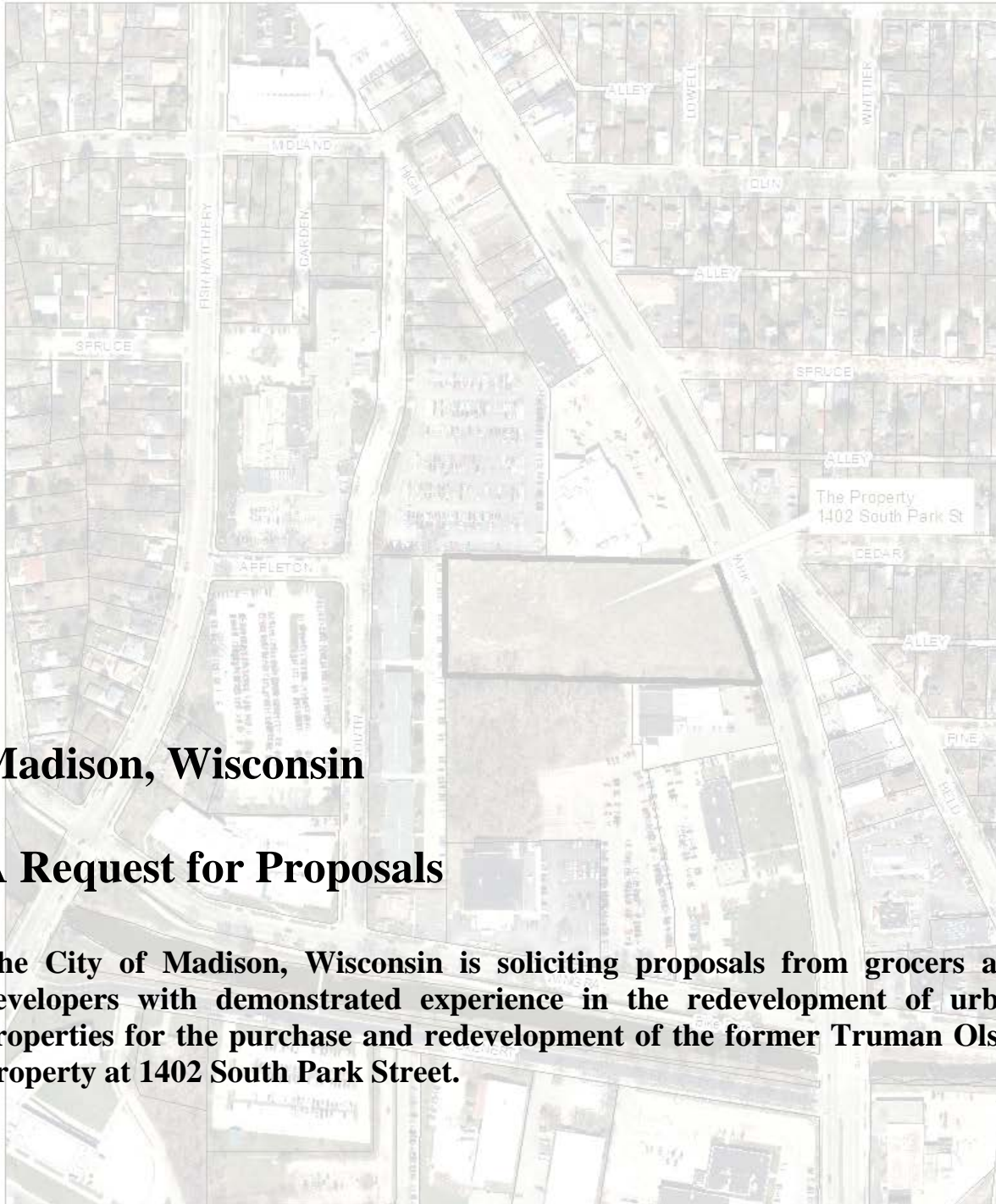
Dan Rolfs
Office of Real Estate Services
Economic Development Division
Email: drolfs@cityofmadison.com
Phone: 608.267.8722

If necessary, the City will issue an addendum to this RFP if questions demonstrate that an addendum is needed. The City may extend the due date if it judges it necessary.

APPENDIX A



2019 Truman Olson Request for Proposals



Madison, Wisconsin

A Request for Proposals

The City of Madison, Wisconsin is soliciting proposals from grocers and developers with demonstrated experience in the redevelopment of urban properties for the purchase and redevelopment of the former Truman Olson Property at 1402 South Park Street.

Disclosure and Disclaimer

This Request for Proposals (“RFP”) is being furnished to the recipient by the City of Madison (the “City”) for the recipient’s convenience. Any action taken by the City in response to submissions, made pursuant to this RFP, or in making any awards or failure or refusal to make any award pursuant to such submissions, or in any cancellation of awards, or in any withdrawal or cancellation of this RFP, either before or after issuance of an awards, shall be without any liability or obligation on the part of the City and its officials and employees.

The City, in its sole discretion, may withdraw this RFP before or after receiving submissions, may accept or reject any or all submissions, and may waive any irregularities if the City deems it appropriate and in its best interest. The City shall determine the responsiveness and acceptability of any proposal submitted.

Prospective grocers and developers should rely exclusively on their own investigations, interpretations and analyses in preparing and submitting proposals, and should not rely on communications with City staff or officials. The City makes no warranty or representation that any submission which conforms to the requirements of this RFP will be selected for consideration, negotiation, or approval.

The City and the selected grocers/developer(s) will be bound only if and when a submission, as same may be modified, and any applicable definitive agreements and budgetary authorizations pertaining thereto, are approved by the Common Council of the City of Madison and then only pursuant to the terms of the definitive agreements executed among the parties.

NOTE: All submissions and supporting data shall be subject to disclosure as required by State law. The City anticipates making the proposals publicly available after the submission period closes.

1. Introduction

The City of Madison, Wisconsin, is soliciting proposals for the purchase and redevelopment of the former Truman Olson United States Army Reserve facility (the “Property”) from grocers and developers with demonstrated experience in the redevelopment of urban properties (“Grocers/Developers”). The Property, shown in Appendix A and totaling approximately 3.49 acres, is located on the south side of Madison near the intersection of South Park Street and Cedar Street 1402 South Park Street. This Request for Proposals (“RFP”) provides prospective Grocers/Developers with information to assist in the preparation of a competitive proposal, proposal submission requirements, and the process that will be used to select proposals for the Property.

2. Background

In 2012, the City of Madison (the “City”) acquired the Property from the United States Department of Defense (“DOD”). The Property was originally acquired for employment purposes.

The City has adopted the Wingra BUILD Plan to guide development and redevelopment in this area. This plan calls for an extension of Cedar Street through the Property, and the sale of the balance of the Property for redevelopment. The purpose of this RFP is to select a Grocer/Developer to move this street extension and associated redevelopment forward in a timely manner.

In 2019, SSM Health announced plans for the construction of a new medical facility at 1312 South Park Street, immediately adjacent to the Truman Olson property. The City supports this investment by SSM Health; however, the project will displace the only full-service grocery store in the neighborhood. It is therefore a priority of the City of Madison to welcome a new full-service grocery store to the neighborhood through this RFP.

There are two options for accommodating an extended Cedar Street. The first, as illustrated in the Wingra BUILD Plan, would extend Cedar Street mostly south of the 1312 South Park Street property so that the majority of the new Cedar Street right-of-way was located on the Truman Olson property. The second, which has already received support from SSM Health, would be to extend Cedar Street directly westward, with approximately half of the right-of-way on the 1312 South Park Street property (through the existing Pick ‘n Save building) and half of the right-of-way on the Truman Olson property. Grocers/developers can consider a submission for either option.

Grocers/developers may not be required to purchase the entire Truman Olson Property. Should a project only require a portion of the site, the City would consider subdividing the site to sell only the portion needed for the project to the grocer/developer. The site can be re-platted to accommodate both the agreed upon street right-of-way and development parcel simultaneously.

3. RFP Property Minimum Requirements

The Minimum Requirements below must be included in a successful proposal:

- Preserve food access by constructing a grocery store that will serve the multiple neighborhoods in the vicinity of the Property or nearby;
- Complete the eastern portion of a street connection from Park Street to Fish Hatchery Road through or adjacent to the Property, and;
- Meet the recommendations of the Wingra BUILD Plan and Comprehensive Plan, as well as requirements of the Zoning Ordinance and Urban Design District #7.

The grocery store and street connection are minimum requirements; however, the City would welcome projects that include additional housing (including affordable housing), office, or retail uses. It should be noted that Urban Design District #7 requires multi-story buildings to be constructed on the Property.

4. Purchase Price and Financial Support

All proposals must include a price per square foot for the purchase of Property needed for the proposed project from the City. The Grocer/Developer will only be required to pay for the property that they acquire; there is not an expectation that respondents to the RFP will be required to pay for the cost of street right-of-way and/or a subdivided area of the site not used by the grocer/developer. The City will conduct an appraisal of the property and review all proposed purchase prices against this appraisal. By way of background, the appraised value of the entire Property was \$1,875,000 in December 2017; or, approximately \$12.35/square foot. The City reserves the right to negotiate the purchase price after submittal of the proposals with the prospective Developer. The City is not obligated to select a Developer based solely on the highest purchase price offered.

The City is willing to consider providing financial support to a Grocer/Developer. This financial support could be in the form of reduced/no cost purchase price for the land, Tax Increment Financing (TIF), and/or assistance through the City's Healthy Retail Access Program (HRAP). Additional information can about the City's TIF and HRAP programs can be found at:

TIF: <https://www.cityofmadison.com/dpced/economicdevelopment/tax-incremental-financing/415/>

HRAP: <https://www.cityofmadison.com/mayor/programs/food/healthy-food-retail-underserved-neighborhoods/healthy-retail-access-program>

The form and amount of financial support will be based on the degree to which the project meets the requirements of this RFP and the degree to which the grocer/developer demonstrates a financial need. As noted below, it is the expectation that City staff will meet with each grocer/developer soon after they submit a Notice of Intent to Apply. Interested parties will be able to discuss possible financial support with City Staff at that time in preparation of a formal proposal. Note that the City paid approximately \$7.10 per square foot to purchase the Property using TIF

funds. Any offer to purchase the Property for less than \$7.10 per square foot must be considered a request for TIF assistance as required by TIF Law.

One important consideration while developing a financial proposal will be the cost associated with the construction of Cedar Street. Per the City's Assessment Policy, it is the owners of property immediately adjacent to the newly constructed street who are responsible for paying for the cost of that construction. The Cedar Street route option (as described above) and the timing of sale of the Truman Olson property relative to construction of the street will impact the amount of assessment that will be owed by the grocer/developer. These options can be discussed further with City staff; however, please note that the City cannot "waive" special assessments as part of a financial support package.

5. Adopted Plans and Design Guidelines

The following plans will govern the redevelopment of the Property:

Adopted Plans.

There are several adopted City plans that cover the Wingra Plan study area bounded on the east by Park Street, on the west by Fish Hatchery Road, on the south by Wingra Creek and Wingra Drive. These plans represent the community's desires for the future of the area. In particular, the Wingra Market Study and Conceptual Redevelopment Plan was developed with extensive input from the surrounding neighborhood, businesses, and other stakeholders. Although this plan was adopted in 2006, these groups have remained active in the planning for this Property though the South Madison neighborhoods and South Park Street business community. Respondents to the RFP will need to engage these groups throughout the design, development, and approval processes.

Design Guidelines. Development of the Property is subject to the requirements and guidelines established for Urban Design District #7. Developers will be required to follow these requirements and guidelines, which are available at:

<http://www.cityofmadison.com/planning/documents/udddist7.pdf>

<http://www.cityofmadison.com/development-services-center/land-development/private-property/urban-design-approvals>

Wingra Creek BUILD Plan. The Wingra Market Study and Conceptual Redevelopment Plan Summary Report adopted in March 2006 can be found at the link below:

<https://madison.legistar.com/View.ashx?M=F&ID=3480038&GUID=BE976492-BDFF-430E-82E3-69583753AB84>

South Madison Neighborhood Plan. This plan identified the Wingra District as a strategic area for future revitalization efforts and indicated that the Wingra Plan, which was under development at the time, would provide more specific recommendations for this area. This plan can be found at the link below:

https://www.cityofmadison.com/dpced/planning/documents/South_Madison.pdf

More Neighborhood Plan Information. Respondents who wish to review neighborhood information and plans are encouraged to visit the City’s neighborhood website located at the link below:

<http://www.cityofmadison.com/neighborhoods/>

City of Madison Comprehensive Plan. [The City of Madison Comprehensive Plan can be found here: http://www.cityofmadison.com/dpced/planning/comprehensive-plan/1607 .](http://www.cityofmadison.com/dpced/planning/comprehensive-plan/1607)

6. Property Information

The Property at 1402 South Park Street totals approximately 3.49 acres and is located on the south side of Madison near the intersection of South Park Street and Cedar Street, as described and shown on this page and in Appendix A.

The characteristics of the Property include but are not limited to the following:

- The Property is located in Tax Increment Financing District (“TID”) # 42 (Wingra), which was created in 2012 and expires in 2039. A map of TID #42 can be found here:
 - [https://www.cityofmadison.com/dpced/economicdevelopment/documents/TID%20%2342\(11\).pdf](https://www.cityofmadison.com/dpced/economicdevelopment/documents/TID%20%2342(11).pdf)
- Full utilities are available to the Property.
- The Property is zoned CC-T Commercial Corridor – Transitional District.
- The City will be selling the Property “as is”. The City can provide copies of the following environmental reports:



- Environmental Condition of Property Report: Truman O. Olson U.S. Army Reserve Center (WI033) – June 2007
- Environmental Survey Report for Asbestos, PCB, Lead-Based Paint and Radon: 88th Regional Support Command – November 22, 2004
- Environmental Assessment for BRAC 05 Recommendations for the Closure, Disposal, and Reuse of the Truman Olson United States Reserve Center, Madison, Wisconsin, Fac ID WI033 – February 2012
- Limited Phase 2 Environmental Site Assessment of Property conducted by City of Madison Engineering Staff, which includes soil and groundwater sampling
 - In conducting the Phase 2 ESA of the Property, the City detected limited soil and groundwater contamination and determined no further action.
- Buyer accepts all responsibility for the Property.
- Concrete from the former Truman Olson building was used to fill in the foundation of the building.
- NOTE: The City of Madison Comprehensive Plan designates the area as RMU (Regional Mixed-Use) which is further described at the City of Madison's Comp Plan website at the link below:
 - <https://imagineadisonwi.com/document/comprehensive-plan-adopted>
- The Park Street corridor is a potential corridor for Bus Rapid Transit (BRT) service.

The Property is located adjacent to the Metropolitan Unified Fiber Network (“MUFN”). MUFN is a collaborative metro fiber-optic network serving education, health, government, and non-profit organization anchor institutions in the Madison, Middleton, and Monona, WI area. It unifies existing telecom resources to facility enhanced internet, point-to-point connectivity, and application sharing. Additional information on MUFN can be found at the website below:

<http://www.mufn.org/>

7. No Representations and Warranties: AS-IS Condition.

It is the intent of the City to sell the Property in “as-is” condition, with all faults. The City disclaims all warranties and representations that concern the Property. The Grocer/Developer shall rely on its own inspections and shall be solely responsible for the structures and materials located on the Property from and after the date of closing. The Grocer/Developer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of the City or its agents or employees.

The City is prepared to negotiate an option period for the Property upon review and selection of proposals submitted through this RFP.

8. City Approvals

There are several concurrent actions that will need to occur for a Developer to receive full approval to proceed. Redevelopment of the Property will likely require review by the Plan Commission, Urban Design Commission (“UDC”), Board of Public Works, and Pedestrian Bike and Motor Vehicle Commission, as well as Common Council review and approval. The City’s Finance Committee will be responsible for approving any financial support to the project, and the TIF Joint Review Board may be required to approve TIF related assistance.

Neighborhood Process

The approval process has two main parts. The first is pre-application, in which the Developer meets with the neighborhood association(s) (potentially including Bay Creek Neighborhood Association, Bram’s Addition, Burr Oaks, Capitol View, Greenbush and others) to present the proposal, listen to feedback, and make adjustments accordingly. The Alderperson (<http://www.cityofmadison.com/council/>) of the immediate District (District 13) and the adjacent District (District 14) and City staff are available to assist the Developer through this process.

Zoning

The Property is currently zoned CC-T Commercial Corridor – Transitional District.

Urban Design Commission Approval

As the Property is within Urban Design District #7, the architecture and design of proposed structures on that parcel will be subject to UDC approval.

Plan Commission Approval

While a grocery store is a permitted use in the CC-T Zoning District, Plan Commission review and approval may be needed for any conditional uses sought as part of the development proposal.

9. City Assistance

Facilitating the redevelopment of the Property is a high priority for the City. The City will assist the selected Developer by:

- Providing information and assistance obtaining approvals as noted above.
- Facilitating meetings with various stakeholders as needed (e.g., City staff, elected officials, neighborhoods, etc.)
- Providing information and discussing possible City financial support as noted above.
- Assisting developers in accessing other financial resources (e.g., New Market Tax Credits, bond programs, affordable housing tax credits, state programs, etc.).

10. Possible SSM Health Partnership

SSM Health is firmly committed to supporting the city's RFP process and maintaining a grocery store within Madison's south side neighborhood. As such, SSM Health is willing to explore the provision of various health-related services within or next to the grocery store in order to create a regularly frequented community hub that includes a successful grocery store. For example, SSM Health could consider providing one or several of the following: a walk-in retail health clinic within or adjacent to the grocery store, which would have the capacity to treat minor conditions and provide immunizations; nurse coaches to partner with residents on developing health goals for individuals and their families; nutritionists to provide educational programs and cooking demos either on-site or nearby; partner on a community education space either in or adjacent to the grocery store; partnerships with local non-profits like the Boys and Girls Club on programs focused on elementary aged children; representatives from Dean Health Plan to assist people in enrollment and navigating the health insurance exchanges; care coordinators or community educators; or, a SSM Health pharmacy. SSM Health is committed to investing in Madison's south side neighborhood and is open to collaborating with the city of Madison and a grocery store to support health and wellness amongst all those who live, work and grow in the community. To further discuss this opportunity with SSM Health, please contact Margo Francisco at margo.francisco@ssmhealth.com.

11. Required Notice of Intent to Apply and Proposal Requirements

NOTICE: Proposals that do not comply with this Notice of Intent to Apply process outlined below will be rejected.

The City wishes to ensure that Grocers/Developers are able to submit the most complete, accurate, and informative responses to this RFP possible. To assist with this process, the City requires that all respondents to this RFP MUST submit a Notice of Intent to Apply (NIA) to the City no later than 4:00 PM CDT on June 15, 2019. This NIA must include the items identified below. Soon after the City's receipt of a Grocer/Developer's NIA, City Staff will set a meeting with the Grocer/Developer to discuss the conceptual proposal. The intent of this meeting is to allow the Grocer/Developer to ask questions of City staff and begin a dialogue to better inform the respondent's preparation of a formal response to the RFP.

Notice of Intent to Apply (NIA) Requirements

1. Grocer/Developer's Name
2. Contact Person and contact information (phone number and email)

NIAs should be sent either via US Mail or email to:

Dan Rolfs
Economic Development Division
City of Madison
P.O. Box 2983
Madison, WI 53701-2983

drolfs@cityofmadison.com

Each proposal must contain all of the following information. While the City is interested in quality and well thought through proposals, brevity is strongly encouraged as noted in the page limits below. Grocers/Developers may submit multiple proposals. Each section below should be identified in proposals by tabbed sections or cover pages.

1. Development Team (Three pages maximum)
 - a. Describe the composition, expertise, and experience of the development team, including examples of previous successful project from within the last five years.
2. Design Concept / Land Use(s) (Two pages of text maximum, plus any associated plans)
 - a. Describe the development program and concept.
 - b. Submit preliminary site and building plans, building elevations, and sketches with enough detail to help communicate development concept.
 - c. Indicate the development land uses, prospective business types, along with unit counts and square feet per use.
3. Financing (Three pages of narrative maximum plus pro-forma and sources and uses document)
 - a. Indicate the purchase price to be paid for the Property along with any financing conditions or contingencies.
 - b. List the sources and uses of funds that demonstrate project feasibility. If utilizing New Market Tax Credits or other financial assistance programs, indicate team's experience with these financing methods. Include an estimate of any and all City assistance that the Grocer/Developer is requesting.
 - c. Summarize the overall economic impact and tangible benefits for the City, including tax base generation, construction jobs, and permanent jobs.
 - d. Outline any other community benefits the proposed project will generate.
 - e. Development pro-forma and ten (10) year cash flow statement (unless the project is to built, owned, and occupied by a grocer).
4. Ownership Structure (One page maximum)
 - a. Describe the desired method for taking title to the Property.
5. Process / Timeline (One page maximum)
 - a. Provide a timetable for each major phase of the project.
 - b. Provide a summary of the marketing approach/plan (if applicable).
 - c. Describe a neighborhood participation process or plan.
 - d. Timeframe for phasing and development.

11. Additional Information

- The City reserves the right to reject any or all proposals for any reason at its sole discretion.
- The City reserves the right to combine development proposals and suggest development partnerships between development proposals.
- If no development proposal is selected, or the selected Grocer/Developer(s) is unable to finalize an agreement with the City, the City reserves the right to advance development proposals as they come forward.

12. General Selection Criteria and Process

The Office of Real Estate Services Manager (the “ORES Manager), in consultation with other City Staff and the City Finance Committee, shall review any and all proposals that are received by the deadline. During this review, Grocers/Developers will be invited to a Neighborhood Meeting where they will be permitted to present their proposals to the community and members of the public will be able to share their feedback with Alders and City Staff.

The ORES Manager shall prepare a comparative summary of the proposals, based upon the criteria below, and make a recommendation to the Common Council regarding which response to the RFP the City should select.

- Meets Minimum Requirements identified in this RFP.
- Grocer/Development team’s expertise, experience, and financial capacity.
- Quality of the proposed development.
- Economic feasibility of the proposed development.
- Adherence to adopted plans and design guidelines for the Property.
- Tax base, employment, and housing units
- Purchase price and financing terms and conditions for the purchase of the Property.
- The length of time required to implement all phases of the redevelopment of the Property.

All responses to this RFP will be available to and reviewed by the public.

Upon selection, the ORES Manager will make a recommendation to the City’s Common Council. Upon acceptance of a proposal by the Common Council, Staff will negotiate a term sheet with the selected Grocer / Developer. Final approval is contingent upon Common Council accepting the terms and conditions outlined in the term sheet and authorizing the execution of an option, or a Purchase and Sale Agreement.

13. RFP Proposed Schedule

May 15, 2019	RFP released
June 15, 2019 (4 PM CDT)	REQUIRED Notice of Intent to Apply (NIA) due to the City
Aug 9, 2019 (2 PM CDT)	RFP Responses Due
Aug - Sept 2019	Neighborhood Meeting
Oct 2019	Office of Real Estate Services Manager makes recommendation to Common Council
Oct – Nov 2019 recommendation	Common Council (CC) review and acceptance of
Nov 2019 – Jan 2020	Term Sheet negotiated
Jan – Feb 2020	Action by CC and subcommittees on Term Sheet

Grocers/Developers should plan for a 4-6 month minimum land use approval schedule following the Common Council approval date. Developers should note that the land use approval process is separate from any neighborhood process to review development proposals.

* Exact timing will depend on complexity of negotiation, and length of other committee and Common Council deliberations.

SUBMISSION OF PROPOSALS AND PROPOSAL DEADLINE

Proposals must be submitted in sealed envelopes or boxes by **2:00 PM Central Daylight Time on Friday, August 9, 2019** to:

Delivery Address:

Mr. Dan Rolfs
Economic Development Division
City of Madison
215 Martin Luther King, Jr. Blvd, 3rd Floor

Madison, WI 53703

Mailing Address:

Mr. Dan Rolfs
Economic Development Division
City of Madison
P.O. Box 2983

Madison, WI 53701-2983

Ten (10) copies of the proposal shall be submitted, along with a complete PDF document containing the proposal on a thumb drive in a sealed box or envelope. All graphic images included in the proposal shall be included on the thumb drive.

Proposal submissions should be organized in an 8.5” x 11” format with tabbed sections corresponding to the Submission Requirements listed in the “Proposal Submission Requirements” Section of this RFP. Any images, site plans, elevations, cross-sections, etc. should be in scalable format and put on sheets no larger than 11” x 17”.

Late responses will not be accepted and will be returned unopened.

Contact Information:

All questions related to this RFP should be directed to:

Dan Rolfs
Office of Real Estate Services
Economic Development Division
Email: drolfs@cityofmadison.com
Phone: 608.267.8722

If necessary, the City will issue an addendum to this RFP. The City may extend the due date if it judges it necessary.

APPENDIX A



RFP 8422-0-2015/RR

Full-Service Grocery Store Verona Rd/Allied Dr Neighborhood

Request for Proposals (RFP) for a full-service affordable grocery store located south of the Verona Road and Beltline Highway interchange with up to \$300,000 of financing assistance from the City of Madison in the form of a low-interest and/or forgivable loan.

RFP Directions:

Respond to all items in Sections C, D and F and return all forms in Appendix G. Sections A, B and E will provide additional information for your proposal and process.

Please submit all responses and direct all questions to the Points of Contact listed below:

City of Madison

C/O Ruth Rohlich, Business Development Specialist

215 Martin Luther King, Jr. Blvd. Room 312

Madison, WI 53703

(608) 267-4933

rrohlich@cityofmadison.com

Please submit a copy of all responses to:

Mark Woulf

Director, Food and Alcohol Policy

Office of Mayor Paul R. Soglin

210 Martin Luther King, Jr. Blvd. Room 403

Madison, WI 53703

(608) 266-4611

mwoulf@cityofmadison.com

Table of Contents

A. Purpose of the RFP

- 1. Overview**
- 2. Background**
- 3. Proposal deadline and submission information**
- 4. Format and delivery of proposals**
- 5. Addenda**
- 6. Bid Distribution Networks**

B. Award Information and Conditions

- 1. Letter of intent to apply**
- 2. Loan terms**
- 3. Other considerations**

C. Project Qualifications and Requirements

- 1. Minimum requirements**
- 2. Additional considerations**

D. Budget and Financials

- 1. Budget details**
- 2. Program sustainability plan**

E. Evaluation Criteria

F. General Conditions

G. Appendices

1. Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood
2. Allied Area Drive Maps 1 and 2
3. Area demographic information
4. Letter of intent to apply
5. Required forms for full proposal
 - A) Signature Affidavit
 - B) Receipt of forms and submittal checklist
 - C) Vendor Profile

A. Purpose of the Request for Proposals (RFP).

1. Overview

The City of Madison is looking at ways to address food access issues and economic redevelopment priorities in the Verona Road/Allied Drive neighborhood. As a result three priority areas were established to address the support of a full-service affordable grocery store, the feasibility of a neighborhood or community center and long-term, inclusive, economic development of the area.

This Request for Proposal addresses Priority Area 1 of the full recommendation. Please see the full recommendation, “Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood”, in Appendix 1.

The City of Madison will make up to \$300,000 available for financial assistance in the form of a low interest and partially forgivable loan for either the acquisition of property or working capital in the Allied Drive neighborhood to incentivize the establishment of a full service affordable grocery store.

Recognizing that there is a need to incentivize the opening of a full service affordable grocery, the loan will be low-interest and may be forgivable if certain criteria are met. Proposals for the funds will be solicited and reviewed initially by the Verona Road/Allied Drive City of Madison Staff Team who will make recommendations to the Economic Development Committee and the Madison Food Policy Council with a final approval by the Madison Common Council.

The City of Madison’s goal is to reinvest repayments made on the loan in other neighborhoods within the City of Madison experiencing food access issues. This will be done through the Healthy Food Retail Project, as approved in the 2015 Capital Budget.

2. Background

The lack of adequate access to healthy, affordable, and culturally appropriate food is an issue for many Madisonians. Some neighborhoods are especially impacted by symptoms of poverty that include the lack of access to a quality food retail option. Historically, the Allied Drive/Dunn’s Marsh neighborhood has overcome many challenges related to food access, especially through a traditional grocery. A few grocery stores over the years have invested in the area, but failed to maintain long-term success. Walgreens operated in the area for over 20 years and closed in January 2015 as a result of a combination of corporate restructuring and road construction issues.

There is hope for the future. A major reconstruction of Verona Road and the interchange at the Beltline Highway promises to improve the access to the commercial district and connectedness between the neighborhoods across Verona Road. The City of Madison continues major investment in affordable housing within the neighborhood. And, many community leaders are

actively leading efforts to empower residents with the jobs and quality services needed for a long, healthy, and prosperous life.

It is clear through many conversations with area grocers and land holders that there is interest across the grocery industry in the area in the long-term. The City of Madison strongly believes that a full-service affordable grocery is financially viable in this area. Major barriers in the short-term include ongoing road reconstruction on Verona Road and this is why the City acknowledges the market may not support a grocery store to open in 2015. To that end, the City seeks to cover the “market gap” through the availability of these funds.

3. Proposal Deadline and Submission Information

Issue Date of RFP	March 26, 2015
Interested applicant Q&A Meeting/Teleconference	April 23, 2015 3pm CST*
Letter of Intent to Apply	May 15, 2015 4pm CST
Request for Proposals Due Date	June 15, 2015 4pm CST
Staff Team Review	June 16 – June 29, 2015
Staff Recommendation Selection Announced	June 30, 2015

***To RSVP for the meeting/teleconference please call or e-mail Ruth Rohlich, 608-267-4933, rrohlich@cityofmadison.com.**

4. Format and Delivery of Proposals

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

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

The City will not consider illegible Proposals.

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

All Proposals must be clearly labeled:

Proposers Name and Address

RFP #8422-0-2015/RR

TITLE: Full-Service Grocery Store Verona Rd/Allied Dr Neighborhood

DUE: Monday, June 15, 2015 by 4pm CST

All email correspondence must include RFP#8422-0-2015/RR in the subject line.

Delivery of hard copies to:

Ruth Rohlich, Business Development Specialist

215 Martin Luther King Jr. Blvd.

Room 312, Madison Municipal Building

Madison, WI 53703

Delivery of electronic copy to:

Via email to rrohlich@cityofmadison.com or on a commonly used media with the hard copies.

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

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.

5. 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 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Failure to retrieve addenda and include their provisions may result in disqualification.

6. 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/default.asp>

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:

<http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm>

Home Page: <http://www.demandstar.com/>

To Register: www.onvia.com/WAPP

B. Award Information and Conditions

1. Letter of Intent to Apply

Please fill out and return the Letter of Intent to Apply (Appendix G.4) by May 15, 2015 4pm CST.

2. Loan Terms

a) This is a loan from the City of Madison, as such the borrower will be

obligated to adhere to standard terms and conditions. These requirements may differ for operators vs. developers.

- b) Note not to exceed 10 years with possibility to provide interest only payments for first 3 years with amortization schedule beginning in the 4th year.
- c) Interest rate between 0% - prime+1% depending on the project.
- d) Loan management and origination fees paid by borrower's 1% of total loan.
- e) Loans not collateralized with commercial real estate may require a personal guarantee from the borrower.
- f) Loan principal not to exceed \$300,000.
- g) Final loan terms are subject to negotiation.

3. Other Considerations

- a) If a proposal responds to the additional considerations section in Section C-2, the terms of the loan may be considered to include a portion of the principal as forgivable. If a proposal is requesting a portion of the loan be forgivable, it must be stated in the budget (Section D). All requests, even if a proposal is initially selected, are subject to negotiation with the City.
- b) The loan may be issued to either a property owner and/or operator of the grocery operation. It must be made clear in the proposal which party is to receive the loan and is responsible for the repayment.
- c) The City would consider larger redevelopment plans that include a full service grocery store. Please take into consideration Priority Area #3 from the "Recommendations to secure a full-service grocery store in the Allied Drive neighborhood" (Appendix 1). We recognize a more comprehensive development project may require additional City, State or Federal resources. Please clarify the larger development plan in your letter of intent and in your application and identify other sources of funding you would be seeking for such a project.

C. Project Qualifications and Requirements. All respondents shall respond to each item within this section.

1. **Minimum Requirements**--In order for a proposal to be considered, the response must include the following items:

a) This RFP is open to business operators and/or property owners. There must be agreements in place that show intent to lease and intent to operate a grocery. The proposed location must be within the parameters of what is being defined as the Allied Drive/Verona Road area by the attached area map titled *Allied Drive/Verona Road Area Map 1*.

- **For Lessees:** Demonstrated evidence of site control of lessee. We recognize that some submissions will include a lease agreement with the property owner. Documentation of intent to lease to the grocery operator will be needed for us to assess the validity of the proposal. Lease language will need to demonstrate an agreement that would continue for a term of no less than ten years, including in the event of change in ownership.
- **For Owners:** If a property owner is interested in applying for these funds they must have an intent to lease agreement with a grocery operator that meets the requirements as stated in this RFP and be able to provide documentation to the city to assess validity of proposal.

b) Detailed description of the proposed grocery store concept that includes:

- The business name in which the store will be operating under and a listing of current operations by the franchise, franchisee, and/or the company with controlling interest in the proposed store.
- Brief history of the business and experience in grocery retail operations.
- Resumes or brief biographies of principal project and store managers.
- A preliminary floor plan that demonstrates estimated square footage of store and the layout in terms of different store departments.

c) A construction and/or development schedule that estimates the project commencement and completion.

d) The store must offer SNAP (FoodShare) and WIC redemption.

e) Required forms for full proposal (Appendix 5)

2. **Additional Considerations** –Strong proposals will respond to as many components in this section as possible. Please keep in mind that all proposals that

respond to the minimum requirements will be considered, but the City of Madison and the community are both committed to delivering the following components of a project:

- a) The proposal includes a full-service affordable grocery store for the Verona Road corridor, adjacent to the Allied Drive neighborhood. For the purposes of this Request for Proposals, note the following definitions:
 - o **Full-service:**
 - Provide a minimum of 6,000 square feet of retail space for a general line of food and non-food grocery products intended for home preparation, consumption and utilization;
 - Provide at least 50 percent of a general line of food products intended for home preparation, consumption and utilization;
 - Provide at least 30 percent of retail space for perishable goods that include dairy, fresh produce, fresh meats, poultry, fish and frozen foods; and
 - Provide at least 500 square feet of retail space for fresh produce.
 - o **Affordable:** The concept is considered to be “discount” within the grocery industry (e.g. offering store brand products and/or bulk items). The proposed store is able to demonstrate experience operating the concept within a lower-income area.
 - o **Adjacent to the Allied Drive neighborhood:** The proposed grocery site is located on the Southeast side of Verona Road as defined by the attached area map titled *Allied Drive Area Map 2*.
- b) The operating team of the store demonstrates a commitment to hiring from within the Allied Drive/Dunn’s Marsh neighborhood.
- c) The proposed store reflects the diversity of the neighborhood by catering retail options to the culture of the area residents.
- d) Ability to open and begin operations by end of 2015 or, early 2016.
- e) Pharmacy or pharmacy connections to retail operations.
- f) Will offer delivery services for residents living within one-mile.
- g) Locally owned or franchised and/or management control at a local level.
- h) Minority ownership and/or management.
- i) Programs or initiatives to support and connect the store with the community and demonstration of establishing relationships with existing community organizations, such as the Allied Community Co-op and neighborhood associations.

D. Budget and Financials.

We are looking for creative and functional proposals from a wide variety of businesses in the grocery and food retail space.

The City does, however, need proof that applicants understand the retail food market in this area, have demonstrated knowledge of the financial benefits and challenges of opening and operating a full service retail grocery store in the defined area and have access to additional monies needed to open and successfully manage a food retail operation for at least 10 years.

Preliminary cost estimates as to what it would take for a retail food operation to build/build out a facility and operate that facility for 3-5 years, and then more general financial projections from the 5th-10th years of operation are required in this submission. These projections should include other sources of outside financing that could be/may be used by the applicant.

If a proposal is chosen the applicants most likely will be required to submit additional documentation, financial records and possibly a personal guarantee for any borrowed funds, even if a percentage of the funds are in the form of forgivable loans.

1. Budget Details.

a) Please provide budget details, by itemization, that include, but are not limited to, cost estimates for the following items:

- i.** Capital costs of the project.
- ii.** Staffing of the retail operation.
- iii.** Three to five year projection of the revenues versus costs and a more general projection of solvency over ten year period from date of issuance of city loan.
- iv.** Specifics on the utilization of city loan funds and a proposed model and schedule for the repayment of loan.
- v.** Other funding sources both secured and projected (City or other government funding, private loans, etc).
- vi.** Other (if applicable).

2. Program Sustainability Plan.

a) Assuming the city loan funds are necessary for covering a “market gap,” please describe the vision for a sustainable, successful business five and ten years from now.

b) Please describe other assistance in your initial phases of the project that would be helpful in maximizing immediate success.

c) The City is committed to the long-term development of the area. Please indicate your willingness to partner with the neighborhood and the City of Madison in the economic development of the area.

E. Evaluation Criteria. *Qualification factors will be weighted as shown.*

- Level of Response to Minimum Requirements: 25%
- Budget Analysis/Feasibility: 35%
- Level of Response to Additional Considerations: 30%
- Sustainability Plan: 10%

Selection Procedures: All bids will be reviewed initially by the Verona Road/Allied Drive City of Madison Staff Team who will make recommendations to the Economic Development Committee, the Madison Food Policy Council and the Board of Estimates with a final approval by the Madison Common Council. This process will commence June 2015. All applicants should be prepared to submit additional information if prompted by city staff or the public committees reviewing the proposals.

F. General Conditions

Because the loan may be granted to either a developer, property owner or grocery operator these terms will be dependent on the borrower and what the loan is being used for.

Terms

The terms “Developer” and “Proposer” may be used interchangeably in this section.

Restriction on Communications

All communications relating to this RFP must be directed to:

C/O Ruth Rohlich, Business Development Specialist

215 Martin Luther King, Jr. Blvd. Room 312

Madison, WI 53703

(608) 267-4933

rrohlich@cityofmadison.com

Any contacts of other City staff will be referred to the Points of Contact listed on page 1 in writing. In any written communications, please insert "Allied Grocery Store" in the subject line.

Oral Presentations/Site Visits/Pre Submission Meetings

Proposers may be asked to attend pre-submission meetings, make oral presentations, inspect City locations as part of this RFP process. Such presentations, meetings or site visits will be at the proposer’s expense.

Acceptance/Rejection

The City reserves the right to accept or reject any or all RFP submissions, in whole or in part, and to waive any informalities or technicalities, and to negotiate independently with a Proposer which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this RFP. The City expressly reserves the right to reject any and all RFP submissions without indicating any reasons for such rejection(s). The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this RFP at any time without prior notice.

Incurring Costs

This RFP does not commit the City to award a contract, pay any costs incurred in preparation of the submissions, or to procure or contract for services or equipment.

Proposer’s Responsibility

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

Proposer Qualifications

The City of Madison may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer fails to satisfy the City that such proposer understands the full scope of work and is properly qualified to carry out the proposed project.

Proposal Content

The evaluation and selection of the team(s) will be based on the information submitted in the submission plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Withdrawal or Revisions to the RFP

A proposer may, without prejudice, withdraw a submission prior to the date and time specified for receipt of submissions by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date, no submission may be withdrawn by the proposer for a period of 90 days or as otherwise specified or provided by law.

Any proposer may modify its submission by fax communication to the City of Madison Point of Contact at any time prior to due date for RFP submissions.

Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the RFP submissions if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the scope. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the party from full compliance with RFP specifications if the proposer is selected. The determination of materiality is in the sole discretion of the City.

Multiple Project Concepts

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

Public Information

All information submitted in the response to this RFP may be made available for public inspection according to public records laws of the State of Wisconsin or other applicable public record laws. 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. 19.6(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.

Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all general and technical questions, those concerning due dates, terms and/or submittals, and those concerning specifications and/or scope of work, to the Ruth Rohlich, either by phone or in writing.

Furthermore, Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify Ruth Rohlich 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 section A 5. Proposers are strongly encouraged to check for addenda regularly.

Proposer acknowledges that exceptions to any portion of this RFP may jeopardize acceptance of the submission. The proposer must clearly indicate the exceptions taken and include a full explanation. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the RFP.

Hold Harmless

By participation in this RFP process, development teams agree to hold harmless the City of Madison, its officers, employees, and consultants from all claims, liabilities and costs related to all aspects of the development team selection process.

Standard City Requirements:

The following City requirements do not include all City-required clauses but are a selection of clauses which may be mandatory depending on the terms of the proposal. The insurance provisions, once the structure of the transaction is known may be revised at the discretion of the City Risk Manager and City Attorney.

EXHIBIT A

1. Workforce Utilization. Developer agrees that, within thirty (30) days after the effective date of this Agreement, Developer will provide to the City of Madison Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the Agreement is still in effect, or if the City enters into a new agreement with Developer within one year after the date on which the form was required to be provided, Developer will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

Developer further agrees that, for at least twelve (12) months after the effective date of the Agreement, it will notify the City of Madison Affirmative Action Division of each of its job

openings at facilities in Dane County for which applicants not already employees of Developer are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. Developer agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by Developer, and if the referral is timely. A referral is timely if it is received by Developer on or before the date stated in the notice.

2. Affirmative Action. Developer shall comply with the following Affirmative Action Articles of Agreement. For purposes of this Section 2, the word “Developer” shall mean Developer, its contractors and subcontractors.

Affirmative Action. As used in this Section 20, the term "Developer" means Developer and all contractors, subcontractors who perform work on the Project whenever said persons, firms or corporations are not exempt under the provisions of Sec. 39.02 of the Madison General Ordinances.

Article I

The Developer shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Developer. The Developer agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Developer shall in all solicitations or advertisements for employees placed by or on behalf of the Developer state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin.

Article III

The Developer shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the

Developer's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article IV

(This article applies only to non-public works contracts.)

The Developer agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Developer warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 CFR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.

—

B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 CFR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

Article V

(This article is not applicable)

Article VI

The Developer will maintain records as required by Section 39.02 (9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Developer's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.02 and 39.03 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the Developer ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Developer 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Developer in the manner described above. The preceding sentence shall not be construed to prohibit a prime Developer from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

(This article is not applicable)

Article IX

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

Equal Benefits. For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

Notification of Position Openings. Developer agrees to notify the State of Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC 2832 of any positions to be filled in Dane County, as required by Sec. 66.1105(6c), Wis. Stats.

Indemnification.

a. Developer shall indemnify, save harmless and defend the City, its officers, officials, agents and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit or of liability imposed by law upon the City, its officials, officers, agents or employees for damages because of bodily injury or death, sustained by any person, persons or property, arising from, in connection with, caused by or resulting from Developer's or its agents' or employees' acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the City, its officials, officers, agents or employees.

b. Developer agrees to indemnify and hold the City harmless from and against, and shall reimburse the City for, any and all loss, claim, liability, damages (to person, property, or natural resources), cost, expense, action or cause of action, arising in connection with the release or presence on the Property of any Hazardous Substance, whether foreseeable or unforeseeable, including, without limitation, all costs of removal and disposal of such Hazardous Substances, all costs of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental Laws, all costs associated with claims for damages to persons or property, and the City's reasonable attorneys' and consultants' fees and court costs.

c. Developer also agrees to indemnify, save harmless and defend the City, its officers, agents and employees from any and all liabilities, losses or damages (including attorneys' fees and

costs) the City, its officers, agents and employees may suffer as a result of Developer's not completing the Project pursuant to this Agreement or which may result from an event of default under the terms and conditions of this Agreement.

d. The provisions of this section shall survive termination of this Agreement and shall be in addition to any other rights and remedies of the City.

Insurance.

Developer shall provide and will continuously maintain or cause to be maintained the following types of insurance in the following amounts:

a. Commercial General Liability. Commercial General Liability insurance, including but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City's Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall provide contractual liability in the same amount. Developer's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds;

b. Worker's Compensation. Statutory Worker's Compensation insurance as required by the State of Wisconsin. Developer shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit; and

c. Umbrella Policy. Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Employers Liability with minimum limits of \$10,000,000 per occurrence.

d. Professional Liability. Developer shall procure and maintain professional liability insurance with coverage of not less than \$5,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Developer's work performed under the Agreement. This Professional Liability coverage shall remain in force for a period of six (6) years after the final certificate of occupancy for the project has been issued.

The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Developer shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies to the City prior to execution of the Agreement, for approval by the City's Risk Manager. Developer shall provide copies of additional insured endorsements or insurance policies, if requested by the Risk Manager.

Developer and/or its insurer(s) shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of the Agreement.

Nondiscrimination Based on Disability. Developer assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, “Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities,” and agrees to ensure that any subcontractor who performs any part of this Agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by Developer and any subcontractor, with section 39.05(4) of the Madison General Ordinances, “Discriminatory Actions Prohibited.” Developer may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: Developer assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified person with a disability with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the Developer’s program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from Developer.

Developer shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

APPENDIX #1
RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE



Department of Planning & Community & Economic Development

Economic Development Division

Madison Municipal Building, Suite 312
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, Wisconsin 53701-2983
Phone: (608) 266-4222
Fax: (608) 261-6126
obr@cityofmadison.com
www.cityofmadison.com/business

Office of Business Resources

Matthew B. Mikolajewski,
Manager
(608) 267-8737
Dan Kennelly
(608) 267-1968
Ruth Rohlich
(608) 267-4933
Peggy Yessa
(608) 267-8721

To: Mayor Soglin & Members of the Common Council

From: Verona/Allied Drive Food Retail & Economic Redevelopment Staff Team

Date: December 15, 2014

Subject: Recommendations to secure a full-service affordable grocery store in the Allied Drive neighborhood.

In August of this year we were asked to study and make recommendations to address food access issues and economic redevelopment priorities for the Verona Road/Allied Drive neighborhood. Our staff team established three priority areas as approved by the Madison Common Council November 18, 2014:

Priority Area 1) Secure a full-service affordable grocery store to replace the existing retailer at the same location or at an immediate location in an aggressive timeframe to limit the impact on the neighborhood.

Priority Area 2) Explore the feasibility of a neighborhood or community center or additional services, either within the residential or commercial area to complement the existence of the food retailer and help provide and complement key services and programming.

Priority Area 3) Develop an economic development plan that includes Transit-Oriented Development for the Verona Road/Beltline corridor that capitalizes on the road reconstruction and looks at ways in which the commercial areas can attract multi-use transit-oriented development in the future, building on short-term efforts, including a specific focus on affordability and avoiding displacement of current residents.

We were asked to make recommendations on “Priority Area 1” to the Mayor and Common Council by December 15, 2014. Below are our recommendations as requested.

The following points are important in framing these recommendations:

- We believe our role is to support the efforts and needs of the neighborhood.
- The Allied Drive Neighborhood is an important part of the City of Madison because it serves as a home for many Madisonians with working and lower incomes. The City invested heavily in the creation of affordable housing options for individuals and families in this neighborhood. We recognize the importance of having affordable housing options in a City that is experiencing rapid economic growth and very low vacancy rates.
- Short term and long term solutions should reflect the wants of the neighborhood while recognizing this is an important commercial intersection for the entire region.

APPENDIX #1

RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE

December 15, 2014

Page 2

- This is a pivotal moment for the commercial district of the area because of the large Verona Road reconstruction project and the closing of the Walgreens.
- Through conversations with neighborhood residents and neighborhood service organizations, we know that Walgreens served as a major source of groceries for the area. Being aggressive and proactive in facilitating an affordable full service grocery is strongly desired by the neighborhood.
- We recognize the City and stakeholders have tried other interventions to improve food access in this geographic area with limited success; we looked at past projects to learn and create solutions.
- Any large financial investment from the City needs to support solutions that have the ability to become long-term city or community assets.
- We recognize that food access and food insecurity are two different, and extremely complicated, issues. Efforts to improve food access will not solve all of the area's food insecurity issues, but is an important step in the right direction. These issues have been studied and surveyed throughout the years and we need new ideas and interventions to address these issues. When researching the current needs of the neighborhood we looked at past programs, past food retailers experiences, suggested solutions from food industry leaders, neighborhood activists and residents.

We believe working aggressively to secure a long-term solution to food access issues in the area is the best way to create a stronger community from which the neighborhood can build to create other opportunities for economic growth.

Recommendations:

- 1) **Financial assistance in securing a full-service, affordable, grocery store.**
Allocate funds, not to exceed \$300,000 for financial assistance in the form of a low interest or forgivable loan for either the acquisition of property or working capital in the Allied Drive neighborhood to incentivize the establishment of a full service affordable grocery store.

The City's allocation of funds will require a budget amendment. In addition, a process will be established for the issuance of funds. This process should be established with guidance from the Food Policy Council and the Economic Development Committee.

- 2) **Encouragement and financial support of the Allied Cooperative.**
The Allied Cooperative is a leader in the discussion surrounding the closing of Walgreens in the Verona Road-Allied Drive neighborhood. They are exploring ways to address food insecurity in their neighborhood. This work looks beyond just food access and explores ways to create a cooperative business model that could establish a small, corner store that would provide limited food access to residents in the area and/or worker owned businesses that could provide employment and economic advancement for neighborhood residents possibly in small scale food production or other light manufacturing.

We believe strongly that these efforts do not compete with the efforts in Recommendation #1.

The City's Business Development Specialist will continue to work with the Allied Cooperative and their mentors at Willy Street Cooperative (as directed and desired by the Allied Cooperative) to help their business planning process and encourage them to explore potential City funding opportunities like the Emerging Opportunity Grants Program or the Madison Food Policy

APPENDIX #1

RECOMMENDATIONS TO SECURE A FULL-SERVICE GROCERY STORE

December 15, 2014

Page 3

Council's Healthy Food Retail fund.

We also recognize that their efforts may work well as a project the Cooperative Enterprise Development Program. Funding for the Cooperative Enterprise Development Program is set to begin in 2016 (see attached information sheet). The current direction of the efforts of the Allied Coop is a great example of "creative community problem solving" through worker owned businesses:

*Funding and technical support for **creative community problem solving** through small business creation. This could include assisting the creation of small or corner food businesses in neighborhoods with food insecurity, cooperatives that help create gathering spaces or neighborhood amenity businesses and working with the **trade unions** to set up union cooperatives.*

3) **Short term and "emergency" funds need to be available in this transition period.**

We are concerned that some of the most vulnerable residents of the Allied neighborhood will be deeply affected by the closing of Walgreens. We would like to recommend funding not to exceed \$15,000 to be used for the offset of public transportation and other transportation services for those identified as most vulnerable. Community partners, such as Joining Forces for Families, local WIC Offices (Public Health Madison and Dane County) and Allied Cooperative, will assist in determining the guidelines for such a program. Staff's recommendation is that one of the community partners administers the emergency funds, not the City. Staff recognizes this is an extremely short term, temporary solution that will not extend past the dollar amount agreed upon by Council.

The Walgreen's is planned to close at the end of December. We believe these recommendations address both the short and long term issues facing our friends and neighbors in the Allied Neighborhood.

Respectfully Submitted,

Verona/Allied Drive Food Retail & Economic Redevelopment Staff Team

Ruth Rohlich, Business Development Specialist

Lorri Wendorf-Corrigan, Neighborhood Services Coordinator

Mark Woulf, Food and Alcohol Policy Coordinator

Natalie Erdman, Director – Community Development Authority

Tariq Saqqaf, Neighborhood Resource Team Coordinator

Kathy Andrusz, Chronic Disease Specialist at Public Health Madison and Dane County

Lesly Scot, WIC Supervisor at Public Health Madison and Dane County

Jay Wendt, Principal Planner

James O'Keefe, Director of Community Development

Katherine Cornwell, Director of Planning Division

Matthew Mikolajewski, Manager Office of Business Resources

Don Marx, Manager Real Estate Services



APPENDIX 2 - Map #1

Prepared by Ruth Rohlich, Business Development Specialist

rrohlich@cityofmadison.com 608-267-4933



APPENDIX 2 - Map #2

Prepared by Ruth Rohlich, Business Development Specialist

rrohlich@cityofmadison.com 608-267-4933

**APPENDIX 3
AREA DEMOGRAPHIC INFORMATION**

Project Area Demographics

Consumer Spending Report (3 mile radius around Verona Rd & Atticus Way)

Apparel (2014)			Apparel (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,999	\$113,709	Totals:	\$3,191	\$127,204
Men's Apparel	\$571	\$21,680	Men's Apparel	\$608	\$24,261
Boys' Apparel	\$140	\$5,333	Boys' Apparel	\$149	\$5,951
Women's Apparel	\$1,008	\$38,233	Women's Apparel	\$1,072	\$42,738
Girls' Apparel	\$194	\$7,377	Girls' Apparel	\$205	\$8,208
Infants Apparel	\$132	\$5,027	Infants Apparel	\$140	\$5,593
Footwear	\$454	\$17,246	Footwear	\$474	\$18,903
Apparel Services and Accessories	\$496	\$18,813	Apparel Services and Accessories	\$540	\$21,549
Entertainment (2014)			Entertainment (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$3,500	\$132,689	Totals:	\$3,728	\$148,623
Fees And Admissions	\$960	\$36,401	Fees And Admissions	\$1,048	\$41,786
Video And Audio Equipment	\$1,190	\$45,138	Video And Audio Equipment	\$1,255	\$50,050
Recreational Equipment And Supplies	\$1,349	\$51,150	Recreational Equipment And Supplies	\$1,424	\$56,787
Education (2014)			Education (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,617	\$61,305	Totals:	\$1,770	\$70,566
Books And Supplies	\$225	\$8,535	Books And Supplies	\$246	\$9,830
Tuition	\$1,392	\$52,770	Tuition	\$1,523	\$60,736
Food and Beverages (2014)			Food and Beverages (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$9,363	\$354,952	Totals:	\$9,859	\$393,041
Food At Home	\$4,742	\$179,770	Food At Home	\$4,939	\$196,889
Food Away From Home	\$3,856	\$146,196	Food Away From Home	\$4,099	\$163,413
Alcoholic Beverages	\$764	\$28,986	Alcoholic Beverages	\$821	\$32,740
Gifts (2014)			Gifts (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,748	\$66,270	Totals:	\$1,899	\$75,734
Gifts Of Apparel	\$347	\$13,179	Gifts Of Apparel	\$377	\$15,046
Gifts Of Apparel Accessories	\$44	\$1,703	Gifts Of Apparel Accessories	\$48	\$1,941
Gifts Of Education	\$351	\$13,306	Gifts Of Education	\$381	\$15,195
Gifts Of Recreation	\$119	\$4,527	Gifts Of Recreation	\$129	\$5,171
Gifts Of Food And Beverages	\$161	\$6,106	Gifts Of Food And Beverages	\$174	\$6,974
Gifts Of Household Furnishings And Equipment	\$286	\$10,849	Gifts Of Household Furnishings And Equipment	\$311	\$12,402
Gifts Of Household	\$74	\$2,841	Gifts Of Household	\$81	\$3,235
Gifts Of Transportation	\$93	\$3,547	Gifts Of Transportation	\$102	\$4,089
Gifts Elsewhere Unspecified	\$269	\$10,211	Gifts Elsewhere Unspecified	\$293	\$11,681
Household Furnishings (2014)			Household Furnishings (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,792	\$105,870	Totals:	\$2,996	\$119,430
Household Textiles	\$194	\$7,392	Household Textiles	\$207	\$8,256
Furniture	\$766	\$29,060	Furniture	\$825	\$32,920
Floor Coverings	\$102	\$3,870	Floor Coverings	\$112	\$4,473
Major Appliances	\$318	\$12,059	Major Appliances	\$340	\$13,557
Housewares And Small Appliances	\$1,411	\$53,489	Housewares And Small Appliances	\$1,510	\$60,223
Shelter (2014)			Shelter (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$12,058	\$457,103	Totals:	\$12,854	\$512,407

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3 AREA DEMOGRAPHIC INFORMATION

Mortgage Interest	\$5,003	\$189,671	Mortgage Interest	\$5,372	\$214,156
Property Taxes	\$2,148	\$81,435	Property Taxes	\$2,322	\$92,586
Miscellaneous Owned Dwelling Costs	\$1,664	\$63,112	Miscellaneous Owned Dwelling Costs	\$1,780	\$70,993
Rental Costs	\$2,443	\$92,626	Rental Costs	\$2,498	\$99,610
Other Lodging	\$798	\$30,259	Other Lodging	\$879	\$35,063
Household Operations (2014)			Household Operations (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$2,325	\$88,165	Totals:	\$2,520	\$100,487
Babysitting And Elderly Care	\$538	\$20,396	Babysitting And Elderly Care	\$583	\$23,244
Household Services	\$420	\$15,923	Household Services	\$454	\$18,127
Alimony And Child Support	\$345	\$13,082	Alimony And Child Support	\$374	\$14,916
Household Supplies	\$1,022	\$38,763	Household Supplies	\$1,108	\$44,200
Personal Care (2014)			Personal Care (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$898	\$34,051	Totals:	\$951	\$37,930
Hair Care	\$69	\$2,647	Hair Care	\$74	\$2,950
Electric Personal Care Appliances	\$17	\$667	Electric Personal Care Appliances	\$18	\$744
Personal Care Services	\$601	\$22,798	Personal Care Services	\$636	\$25,389
Personal Care Products	\$209	\$7,940	Personal Care Products	\$221	\$8,847
Utilities (2014)			Utilities (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$4,222	\$160,060	Totals:	\$4,415	\$175,996
Natural Gas	\$596	\$22,621	Natural Gas	\$626	\$24,992
Electricity	\$1,533	\$58,142	Electricity	\$1,599	\$63,757
Fuel Oil And Other Fuels	\$156	\$5,933	Fuel Oil And Other Fuels	\$164	\$6,539
Telephone Service	\$1,444	\$54,753	Telephone Service	\$1,509	\$60,173
Other Utilities	\$490	\$18,611	Other Utilities	\$515	\$20,535
Reading (2014)			Reading (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$206	\$7,828	Totals:	\$219	\$8,751
Newspapers	\$88	\$3,354	Newspapers	\$94	\$3,752
Magazines	\$42	\$1,607	Magazines	\$45	\$1,796
Books	\$75	\$2,867	Books	\$80	\$3,203
Tobacco (2014)			Tobacco (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$373	\$14,166	Totals:	\$382	\$15,262
Cigarettes	\$336	\$12,748	Cigarettes	\$344	\$13,733
Other Tobacco Products	\$37	\$1,419	Other Tobacco Products	\$38	\$1,529
Transportation (2014)			Transportation (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$12,270	\$465,166	Totals:	\$12,937	\$515,747
New Vehicle Purchase	\$3,270	\$123,981	New Vehicle Purchase	\$3,486	\$138,987
Used Vehicle Purchase	\$1,876	\$71,147	Used Vehicle Purchase	\$1,944	\$77,505
Motorcycles (New And Used)	\$80	\$3,061	Motorcycles (New And Used)	\$84	\$3,381
Vehicle Finance Charges	\$576	\$21,860	Vehicle Finance Charges	\$604	\$24,079
Gasoline And Oil	\$2,664	\$101,019	Gasoline And Oil	\$2,782	\$110,912
Vehicle Repair And Maintenance	\$948	\$35,962	Vehicle Repair And Maintenance	\$997	\$39,776
Vehicle Insurance	\$1,369	\$51,923	Vehicle Insurance	\$1,435	\$57,242
Public Transportation	\$755	\$28,643	Public Transportation	\$822	\$32,776
Other Transportation Costs	\$727	\$27,569	Other Transportation Costs	\$779	\$31,090
Health Care (2014)			Health Care (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$3,692	\$139,971	Totals:	\$3,870	\$154,305
Health Care Insurance	\$1,785	\$67,671	Health Care Insurance	\$1,870	\$74,581
Health Care Services	\$890	\$33,746	Health Care Services	\$932	\$37,179
Health Care Supplies And Equipment	\$1,017	\$38,554	Health Care Supplies And Equipment	\$1,067	\$42,544
Miscellaneous Expenses (2014)			Miscellaneous Expenses (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
Totals:	\$1,025	\$38,868	Totals:	\$1,080	\$43,070
Legal And Accounting	\$123	\$4,667	Legal And Accounting	\$129	\$5,180
Funeral And Cemetery	\$111	\$4,244	Funeral And Cemetery	\$118	\$4,732
Finance Charges Excluding Mortgage And Vehicle	\$662	\$25,119	Finance Charges Excluding Mortgage And Vehicle	\$697	\$27,799
Other Miscellaneous Expenses	\$127	\$4,839	Other Miscellaneous Expenses	\$134	\$5,358
Personal Insurance (2014)			Personal Insurance (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S
	\$670	\$25,424		\$729	\$29,075
Contributions (2014)			Contributions (2019)		
	\$ PER HOUSEHOLD	TOTAL \$000'S		\$ PER HOUSEHOLD	TOTAL \$000'S

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3 AREA DEMOGRAPHIC INFORMATION

	\$2,500	\$94,805	\$2,749	\$109,598
Retail Potential (2014)				
	\$ PER HOUSEHOLD	TOTAL		
		\$000'S		
New Car Dealers	\$4,817	\$182,629		
User Car Dealers	\$298	\$11,329		
Recreational Vehicle Dealers	\$13	\$505		
Motorcycle and Boat Dealers	\$224	\$8,515		
Auto Parts and Accessories	\$635	\$24,086		
Tire Dealers	\$290	\$11,017		
Furniture Stores	\$620	\$23,537		
Floor Covering Stores	\$161	\$6,115		
Other Home Furnishing Stores	\$189	\$7,167		
Appliances and Electronics Stores	\$1,107	\$41,989		
Computer Stores	\$2,008	\$76,127		
Camera and Photography Stores	\$80	\$3,048		
Hardware Stores	\$255	\$9,685		
Paint and Wallpaper Stores	\$22	\$849		
Home Centers	\$645	\$24,483		
Other Building Materials Stores	\$660	\$25,045		
Outdoor Power Equipment Stores	\$21	\$821		
Nursery and Garden Stores	\$173	\$6,579		
Grocery Stores	\$7,117	\$269,828		
Convenience Stores	\$341	\$12,949		
Meat Markets	\$68	\$2,614		
Fish and Seafood Markets	\$16	\$620		
Fruit and Vegetable Markets	\$32	\$1,231		
Other Specialty Food Markets	\$50	\$1,932		
Liquor Stores	\$209	\$7,928		
Pharmacy and Drug Stores	\$1,573	\$59,647		
Costmetics and Beauty Stores	\$67	\$2,578		
Optical Goods Stores	\$145	\$5,519		
Other Health and Personal Care Stores	\$125	\$4,764		
Gasoline Stations with Convenience Stores	\$1,321	\$50,093		
Gasoline Stations without Convenience Stores	\$215	\$8,168		
Men's Clothing Stores	\$84	\$3,190		
Women's Clothing Stores	\$275	\$10,434		
Childrens' and Infant's Clothing Stores	\$140	\$5,343		
Family Clothing Stores	\$543	\$20,601		
Clothing Accessory Stores	\$29	\$1,118		
Other Apparel Stores	\$67	\$2,577		
Shoe Stores	\$164	\$6,242		
Jewelry Stores	\$349	\$13,232		
Luggage Stores	\$256	\$9,714		
Sporting Goods Stores	\$243	\$9,226		
Hobby, Toy, and Game Stores	\$71	\$2,697		
Sewing and Needlecraft Stores	\$32	\$1,221		
Musical Instrument Stores	\$43	\$1,667		
Book Stores	\$379	\$14,402		
Record,Tape,and CD Stores	\$109	\$4,158		
Department Stores	\$3,833	\$145,329		
Warehouse Superstores	\$1,485	\$56,329		
Other General Merchandise Stores	\$449	\$17,046		
Florists	\$37	\$1,415		
Office and Stationary Stores	\$359	\$13,614		
Gift and Souvenir Stores	\$121	\$4,594		
Used Merchandise Stores	\$78	\$2,971		
Pet and Pet Supply Stores	\$74	\$2,840		
Art Dealers	\$15	\$597		
Mobile Home Dealers	\$0	\$36		
Other Miscellaneous Retail Stores	\$177	\$6,740		
Mail Order and Catalog Stores	\$2,767	\$104,902		
Vending Machines	\$104	\$3,953		
Fuel Dealers	\$877	\$33,251		
Other Direct Selling Establishments	\$232	\$8,809		
Hotels and Other Travel Accomodations	\$184	\$7,008		
RV Parks	\$2	\$106		
Rooming and Boarding Houses	\$1	\$44		

Source: Applied Geographic Solutions, 2014

*Demographics Report from Wisconsin Economic Development Corporation Locate in Wisconsin

APPENDIX 3
AREA DEMOGRAPHIC INFORMATION

Full Service Restaurants	\$1,238	\$46,949
Limited Service Restaurants	\$1,215	\$46,090
Special Food Services and Catering	\$204	\$7,756
Drinking Places	\$118	\$4,477



Economic Development
Madison Municipal Building
215 Martin Luther King Jr. Blvd., Rm. 312
Madison, WI 53703-3346
Phone (608) 267-4933

Web Site: <http://www.ci.madison.wi.us/purch.html>

APPENDIX 4

NOTICE OF INTENT TO RESPOND

RFP NO.	8422-0-2015/RR
RFP TITLE	Full Service Grocery Store Verona Rd/Allied Dr Neighborhood
ISSUE DATE	Thursday March 26, 2015

Please complete and then return this form via email:

By: Friday, May 15, 2015, 4:00 PM CST
To: Ruth Rohlich, Business Development Specialist
Email: rrhlich@cityofmadison.com
Fax no. (608) 261-6126

Company Name: _____
Contact Name: _____
Contact Title: _____
Address: _____
Contact Telephone: _____
Contact Email: _____
Switchboard Telephone: _____
Fax: _____

Mark one of the following:

_____ We do plan to respond and submit a proposal
_____ We do not plan to respond to this RFP

Reason, if no: _____

APPENDIX 4
NOTICE OF INTENT TO RESPOND

Brief description of the proposed project including the companies and all key team members involved.

Will there be additional funding needed for this project? Where will that funding come from?



Appendix 5 – Required Forms

Form A: Signature Affidavit

RFP #8422-0-2015/RR

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

NAME

SIGNATURE

DATE



Appendix 5 – Required Forms

Form B: Receipt of Forms and Submittal Checklist

RFP #8422-0-2015/RR

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Addendum #: Title		
Addendum #: Title		
Addendum #: Title		
Addendum #: Title		

COMPANY NAME



Appendix 5 – Required Forms

Form C: Vendor Profile

RFP #8422-0-2015/RR

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

3
REQUEST FOR PROPOSALS

For

**DEVELOPMENT AND OPERATION OF A
RETAIL GROCERY STORE**

located at

**North West Corner of Baltic and Indiana Avenue,
the entirety of Block 396
Atlantic City, New Jersey 08401**

Or

Other sites that may be or become available

**Property Owners: Casino Reinvestment Development Authority
15 S Pennsylvania Avenue
Atlantic City, NJ 08401
(609) 347-0500**

and

**Atlantic County Improvement Authority
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08401**

RFP Schedule:

Release of solicitation:	February 2, 2023
Last day for questions under the question and answer period:	May 22, 2023
Proposal submission due date:	June 8, 2023
Anticipated Developer/Operator designation date:	TBD

NOTICE TO RESPONDENTS

The Casino Reinvestment Development Authority (“CRDA” or “Authority”) is releasing a Request for Proposals (RFP) for the development and operation of a retail grocery store in Atlantic City, New Jersey. The store can be a standalone operation, or part of a broader retail and/or mixed-use development. CRDA encourages creative development concepts, especially those that meet the current, pressing needs of Atlantic City and the surrounding communities.

The proposed site for the Project is on land owned by the Authority and the Atlantic County Improvement Authority. The CRDA will give consideration to development and operational proposals and financial arrangements that may include it making available the real estate under a license or ground lease, so as to incentivize the development and operation of a sustainable retail grocery store, and possibly other beneficial uses, for Atlantic City residents and the surrounding community.

RFP forms, contracts and specifications can be obtained on February 2, 2023 at the CRDA website at www.njcrda.com also at <https://njcrda.bonfirehub.com/portal/?tab=openOpportunities>. (You will need to create a free Bonfire account in order to download the documentation).

ALL RESPONDENTS ARE REQUIRED TO REGISTER WITH THE CRDA IN ACCORDANCE WITH THE REQUIREMENTS OF THE RFP.

Interested Respondents may submit a proposal through a joint venture. That joint venture might include a developer and operator, a constructor, landlord and tenant or any other arrangement of respondents that meets the goals and requirements of this RFP.

Questions regarding how to obtain RFP forms, contracts and specifications must be submitted in writing to CRDAQUESTIONS@NJCRDA.COM.

All questions regarding this RFP must be submitted in writing on or before 12:00 p.m. eastern prevailing time on May 22, 2023, in accordance with the requirements of the RFP. To ask questions relating to this RFP, respondents must register with the Organization’s public purchasing portal at njcrda.bonfirehub.com (the “Portal”) and initiate the communication electronically through the Opportunity Q&A. CRDA will not accept any respondent’s communications by any other means, except as specifically stated in this RFP.

Sealed proposals shall be submitted in the manner prescribed in the Request for Proposals.

Sealed proposals must be submitted online through NJCRDA’s Bonfire Portal: <https://njcrda.bonfirehub.com>

Proposals must be received no later than June 8, 2023 at 10:30 am eastern prevailing time through NJCRDA’s Bonfire Portal: <https://njcrda.bonfirehub.com> All Proposals will be opened and read aloud in a Zoom meeting open to the public on at June 8, 2023 11:30 a.m. eastern prevailing time. The proposal opening will be completed online through Zoom. Meeting ID will be posted on www.njcrda.com and <https://njcrda.bonfirehub.com>.

The CRDA will select a respondent or respondents based on criteria, as outlined in this RFP, that the CRDA considers most advantageous based on the proposed financial terms and all other factors.

CRDA reserves the right to propose that two or more respondents work together as joint venturers and to only accept proposals if the respondents so agree. The CRDA also reserves the right to reject any and all proposals, not award a contract, or re-solicit proposals for this contract, if deemed necessary by the CRDA. The CRDA also reserves the right to reject any and all proposals when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive irregularities in proposals submitted in response to this RFP.

Respondents are required to comply with the requirements of N.J.A.C. 17:27 (Affirmative Action), Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq.), N.J.S.A. 52:25-24.2 (Ownership Disclosure), N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 10:5-1 (Law Against Discrimination).

Article I. Description of Opportunity

1.01 Definitions: Unless specifically defined otherwise, the following terms used in this solicitation shall have the meaning set forth herein-below.

1. **ACIA** – shall mean the Atlantic County Improvement Authority.
2. **Addendum or Addenda** – shall mean an amending document issued by the CRDA modifying this RFP. Addenda are a part of the RFP, and will be made available via posting to the NJCRDA.Bonfirehub.com.
3. **Administrative Fee** – shall mean the refundable fee in the amount of \$7,500 due from a Respondent submitting a response to this RFP, such fee in the form of a certified or bank check payable to the CRDA and accompanying the Proposal. The Administrative Fee is in addition to the Registration Fee, shall be used for Post-Designation Expenses, and shall be refunded to any Respondent not designated as a Designated Developer/Operator by the Evaluation Committee.
4. **Alternative Proposal** – shall mean Proposals other than the Respondent’s Primary Proposal for involvement with the Site.
5. **City** – shall mean Atlantic City, New Jersey
6. **Contact(s)** – shall mean any oral, written or electronic communication by Respondent or any party acting on behalf of a Respondent with any of the Government Parties during the Restricted Period, where a reasonable person could infer that the communication was intended to influence the designation of the Designated Developer/Operator(s) for the Project.
7. **County** – shall mean Atlantic County, New Jersey.
8. **CRDA** – shall mean the Casino Reinvestment Development Authority, an independent authority in but not of the State Department of Treasury existing under and by virtue of the laws of the State of New Jersey, including P.L. 1984, c. 218, as amended and supplemented from time to time.
9. **CRDA Contact Person** – shall mean Ms. Dee Dolbow, 609-347-0500, or such designee, as provided in writing by the CRDA, by Addendum.
10. **Designated Developer** – shall mean one or more entities recommended by the Evaluation Committee and designated by the CRDA and executing the Disposition Documents to develop the Site in accordance with this RFP.
11. **Designated Operator** – shall mean one or more entities recommended by the Evaluation Committee and designated by the CRDA and executing the Disposition Documents to operate the Site in accordance with this RFP.

12. **Designation Letter** – shall mean the letter delivered to the successful Respondent from the CRDA designating such Respondent a Designated Developer/Operator.
13. **Disposition Documents** – shall mean the Memorandum of Agreement, the Master Development Agreement, the Operating Agreement, a Ground Lease Agreement, and/or other principle operative documents with the successful Respondent(s) and the CRDA necessary and desirable to develop the Project.
14. **Evaluation Committee** – shall mean the CRDA committee charged with assessing the Proposals submitted by Respondents to this RFP and recommending the designation of a Designated Developer/Operator.
15. **Facilities** – shall mean all infrastructure developed upon and improvements to the Site, including, but not limited to, structures, buildings, walkways, roadways, driveways, parking areas, storm water control systems, and utilities.
16. **Government Parties** – shall mean the CRDA, the ACIA, the City, the County, and the State.
17. **Grocery Store** – shall have the meaning ascribed in Section 1.02 herein.
18. **Ground Lease Agreement or License** – shall mean a lease or license that may be entered into by and between the Designated Developer/Operator(s) and the CRDA, such agreement to be executed contemporaneous with the Master Development Agreement.
19. **LEED** – shall mean Leadership in Energy and Environmental Design.
20. **Master Development Agreement** – shall mean the agreement entered into by and between the CRDA and the Designated Developer, or Developer/Operator, if a single entity, for the construction of the Project, such agreement to be executed within one-hundred twenty (120) days of the date of the Memorandum of Agreement or within such longer period of time as determined by the CRDA in its sole discretion.
21. **Memorandum of Agreement** – shall mean an agreement by and between the Designated Developer/Operator and the CRDA to be executed within sixty (60) days of the date of the Resolution of the Authority Board approving the Evaluation Committee’s recommended designation of the Designated Developer/Operator, such agreement setting forth the initial terms and conditions under which the parties thereto shall negotiate and execute the Master Development Agreement and other related documents.
22. **www.njcrda** – shall mean the website used by the CRDA. njcrda.bonfirehub.com will be used to provide information and otherwise electronically communicate Addenda to Registered Respondents, thru its online portal: njcrda.bonfirehub.com.
23. **Operating Agreement** - shall mean the agreement entered into by and between the CRDA and the Designated Operator or Developer/Operator, if a single entity, for the operation of the Project, such agreement to be executed at such time as mutually agreed by the parties thereto.
24. **Post-Designation Expenses** – shall mean the reasonable external costs and expenses, including, without limitation, engineering and planning review, legal fees and costs incurred by the CRDA to negotiate and execute the Disposition Documents and to conduct land use review.
25. **Post-Designation Expense Fund** – shall mean the payment made to the CRDA by the Designated Developer/Operator(s) to replenish the Administrative Fee, such fund to be used by the CRDA for Post-Designation Expenses.
26. **Primary Proposal** – shall mean the principle, lead Proposal advanced by the Respondent in response to the RFP.
27. **Project** – shall mean the development and sustained operation of a retail Grocery Store, or development (mixed-use or not), which must include a retail grocery store,

- on the land owned by the CRDA and the ACIA known on the tax-map of the City as Block 396, or other sites that are proposed or that may be or become available.
28. **Property** – shall mean the land upon which the Project will be built.
 29. **Proposal** – shall mean a written response submitted by a Respondent in accordance with, and satisfying all of, the terms and conditions of this RFP, including a Primary Proposal and any Alternative Proposal.
 30. **Proposal Due Date** – shall mean the date that Proposals are due to the CRDA from a Respondent, such date as identified in this RFP or any Addenda.
 31. **Public Sector** – shall mean the City, County, State and/or Federal government.
 32. **Question and Answer Period** – shall mean the period during which the CRDA shall address any questions or inquiries pertaining to the RFP, such period as identified in the RFP or any Addenda.
 33. **Registration Fee** – shall mean the non-refundable fee in the amount of \$2,500 due from a Respondent upon submission of the Registration Form, prior to the pre-submission meeting in the form of a certified or bank check payable to the CRDA.
 34. **Registered Respondent** – shall mean a Respondent that has completed and delivered to the CRDA a Proposal and paid the Registration Fee, all in accordance with the terms and conditions of the RFP.
 35. **Respondent** – shall mean an entity or group of entities submitting a Proposal in response to this RFP.
 36. **Restricted Period** – shall mean the period commencing upon the date of advertisement of the RFP and ending upon the CRDA’s execution of the Disposition Documents.
 37. **RFP** – shall mean one or more Request for Proposals released for the Project by the CRDA.
 38. **Site** – shall mean all that certain tract or parcel of land consisting of approximately 4.11 acres within Block 396, located in Atlantic City, Atlantic County, New Jersey.
 39. **State** – shall mean the State of New Jersey and its political sub-divisions, agencies and authorities.

1.02 Summary: The CRDA is releasing this Request for Proposals for potential developer and operator partners to develop and/or otherwise construct or cause the construction and the eventual operation of the Project. The Project is envisioned as a development that includes as a key component a grocery store offering access to affordable, fresh and healthy foods including, but not limited to a full range and variety of fresh fruits, vegetables, poultry, meats, seafoods and dairy products, beverages, household products, baked goods, packaged goods and non-food items, such as kitchenware, household cleaners, pharmacy products and pet supplies (the “Grocery Store”) to the Atlantic City and surrounding communities.

This key grocery store component may be a standalone operation, or part of a larger retail and/or mixed-use development. For example, a proposed project might include a multi-department grocery store with a prepared foods dining area – OR – a proposed project might include a regionally-focused grocery store as an anchor with space for additional retail, commercial and/ residential uses – OR – any other beneficial project that includes the key component of a Grocery Store. The CRDA encourages any optimal, creative uses of the Project site for the benefit of Atlantic City and the surrounding communities.

1.03 Purpose and Intent of this RFP: The purpose and intent of this RFP is to identify one or more respondents with the qualifications and experience to partner with the CRDA in the development and operation of the Project. For the purposes of this RFP, a respondent may be one or more entities with, minimally, the capacity and experience to develop and operate

a Grocery Store servicing an urban and surrounding community similar to Atlantic City. The role of the Designated Developer/Operator(s) could include any or all the following activities pertaining to development of the Project:

1. Design
2. Construction
3. Financing
4. Leasing
5. Operation
6. Community Outreach and Engagement
7. Marketing
8. Property Management

The Designated Developer/Operator(s) will be expected to bring and/or attract capital to finance development, implement a project concept, work with CRDA to fully develop a comprehensive design for the Project, consistent with design guidelines, manage the construction of the Project, and work with CRDA to fully develop a comprehensive operational plan for the Project.

The CRDA will consider a disposition(s) in the form of land acquisition, a license agreement, long-term ground lease, development and management agreements for the Project. Requirements for submission of proposals and criteria for selection are detailed in Article II of this RFP.

1.04 The Potential Site:

Location	Located on property owned by the CRDA at the Northwest corner of Baltic and Indiana Avenue
Block and Lot Numbers	Block 396/ Lot(s) 1,6,7 (lots 1 thru 10 were consolidated into 1, 6 and 7)
Size (approximate)	520 feet x 1000 feet irregular
Lot Area (approximate)	179,289.37 square feet
Acreage (approximate)	4.11 acres
Zoning	Current zoning designation is Central Business District (CBD)

1.05 Location: The Potential Site for the Project is on 4.11 acres identified on the City tax-map as Block 389. The Potential Site is bounded by Ohio Avenue (to the west), Indiana Avenue (to the east), Bacharach Boulevard (to the north) and Baltic Avenue (to the south). The site enjoys convenient access from the Atlantic City Expressway, is just a block from the The Tanger Outlets (a CRDA-sponsored development), within two miles of the new Stockton University Atlantic City campus, the new South Jersey Gas headquarters, and is within walking distance from the train station, the post office, and several multi-family housing developments. Atlantic City is home to in excess of 35,000 individuals who work and/or live in the City. See the aerial map appended hereto as **Exhibit 1.05**.

1.06 Alternative Project Site locations with in Atlantic City as suggested by the respondents, subject to CRDA’s review and approval will be considered.

1.07 Goals: The goals of the Project include:

1. To establish a successful Grocery Store that provides a variety of quality fresh, healthy and affordable food products and services to the Atlantic City community
2. To achieve excellence in architecture, urban design and sustainability.
3. To make a significant contribution to the City economy in terms of job creation, tax ratables and generally to maximize best value for the Government Parties, which is defined as the total economic value of the sum of: (i) upfront and future payments, (ii) the value of any in-kind considerations received by the Government Parties and (iii) the value of any other economic benefits received by the Government Parties or its citizens that in the sole judgment of the CRDA, are bona fide, legitimate, quantifiable and reasonable benefits less the economic value of any negative economic impacts caused by the Respondent’s Proposal.

1.08 Site Visits and Pre-submission Meeting: Prospective respondents can find more information and a copy of the RFP on NJCRDA.Bonfirehub.com. A pre-Proposal conference will be held on April 5, 2023 at 12:00pm EPT (noon) at the offices of the CRDA for all respondents who register. Interested parties are urged to attend this informational session (which will include a tour of the Potential Site) to learn more about the Project, the strategic partnerships that are in place to help deliver the project and the scope and scale of the development opportunity. **Please call Dee Dolbow at 609-347-0500 to register to attend the pre-submission meeting. Parties attending the pre-submission meeting will be required to register as a Registered Respondent prior to or at the start of the meeting.**

1.09 *Reserved.*

1.10 Background and Current Conditions

The Potential Site is currently utilized as a parking lot. Lot 6 is currently owned by the ACIA. Like the CRDA, the ACIA is expected to participate in the Project through a sale or lease transaction, based on a nominal ground lease rental.

1.10-1 Permits, Approvals and Site Conditions

The Designated Developer/Operator(s) will be responsible for all permits, approvals and site improvements.

1.10-2 Utilities

The following provides a brief summary of utilities available to the Site.

- (a) Electric: Atlantic City Electric
Description: Available for hook-up
- (b) Water: Atlantic City Municipal Utilities Authority
Description: Available for hook-up
- (c) Sewage: Atlantic City Sewerage Company

Description: Available for hook-up

(d) Natural Gas: South Jersey Gas

Description: Available for hook-up

- 1.10-3 Environmental Concerns:** Certain environmental assessments and information concerning the Potential Cite is available for inspection upon request by contacting Dee Dolbow at 609-347-0500. The Designated Developer/Operator(s) may not rely upon any of the existing environmental assessments and information provided by the Government Parties, and is solely responsible for conducting its own environmental due diligence.

NOTWITHSTANDING ANY EXPRESSED OR IMPLIED REPRESENTATION TO THE CONTRARY, THE RECORDS OF ANY SUBSURFACE OR ENVIRONMENTAL INVESTIGATION(S), IF ANY, ARE MADE AVAILABLE FOR INSPECTION SOLELY FOR THE CONVENIENCE OF THE RESPONDENT. THE GOVERNMENT PARTIES AND THEIR RESPECTIVE CONSULTANTS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR ANY OTHER ENVIRONMENTAL CONDITIONS THAT MAY IMPACT THE VALUE OF THE SITE OR THE FUTURE DEVELOPMENT THEREON.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE GOVERNMENT PARTIES AND EACH OF THEIR RESPECTIVE CONSULTANTS ASSUMES NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE ENVIRONMENTAL OR SUBSURFACE INVESTIGATIONS, THE RECORDS THEREOF, OR IN THE INTERPRETATIONS SET FORTH OR THEREIN OR MADE BY THE GOVERNMENT PARTIES IN ITS USE THEREOF OTHER THAN AS USED TO ESTABLISH A GENERAL UNDERSTANDING OF CURRENT CONDITIONS. THERE IS NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, THAT THE CONDITIONS INDICATED BY SUCH INVESTIGATIONS OR RECORDS THEREOF ARE REPRESENTATIVE OF THOSE EXISTING THROUGHOUT SUCH AREAS, OR ANY PART THEREOF, OR THAT UNLOOKED-FOR DEVELOPMENTS MAY NOT OCCUR, OR THAT MATERIALS OTHER THAN, OR IN PROPORTIONS DIFFERENT FROM THOSE INDICATED, MAY NOT BE ENCOUNTERED.

THE AVAILABILITY OR USE OF INFORMATION DESCRIBED IN THIS SUBSECTION IS NOT TO BE CONSTRUED IN ANY WAY AS A WAIVER OF THE ABOVE PROVISIONS AND THE RESPONDENT IS CAUTIONED TO MAKE SUCH INDEPENDENT INVESTIGATION AND EXAMINATION AS NECESSARY TO SATISFY THE RESPONDENT AS TO THE CONDITIONS TO BE ENCOUNTERED AT THE SITE.

INFORMATION DERIVED FROM SUCH INSPECTION OF RECORDS OF INVESTIGATIONS OR COMPILATION THEREOF MADE BY OR ON BEHALF OF THE GOVERNMENT PARTIES AND THEIR RESPECTIVE CONSULTANTS, DOES NOT RELIEVE THE RESPONDENT FROM ANY RISK, LIABILITY OR FROM PROPERLY FULFILLING THE TERMS OF THE RFP.

- 1.11** The CRDA recognizes that the Designated Developer/Operator(s) may desire to undertake further environmental investigations before entering into Disposition Documents, and the CRDA will work with the Designated Developer/Operator(s) to establish a process to allow for such further investigation before such documents are completed. Such a process will

include a requirement that the Designated Developer/Operator(s) enter into a Right of Entry Agreement or similar access agreement with the CRDA, whereby, among other terms and conditions, the Designated Developer/Operator shall be granted access to the Site to perform certain environmental due diligence.

1.12 Development and Operational Guidelines

The following guidelines establish overarching planning principles, as well as more specific goals to provide general programmatic, functional and aesthetic direction for the development of the Site:

- Establish a viable, sustainable grocery store within a larger mixed-use project or as a stand-alone project
- Develop an under-utilized property in the City
- Develop a streetscape with a continuous and varied pedestrian experience that flows freely into the neighboring community and retail development
- Construct a development that contributes to a sustainable environment while incorporating the use of green technologies and construction techniques.

The following guidelines provide general programmatic, functional and aesthetic direction for the operation of the Grocery Store:

- Establish a viable, sustainable Grocery Store
- Provide a variety of quality fresh produce and food products for sale within the Grocery Store
- The Operator may provide for an eat-in section with both indoor and outdoor café space.

1.13 Infrastructure and Design Requirements

1. **Utilities:** If not provided in whole or in part by the utility provider, or the Public Sector, payment for the necessary utilities infrastructure will be funded by the Designated Developer/Operator(s).
2. **Site Access/Roadway Infrastructure:** If not provided in whole or in part by the Public Sector, payment for the necessary roadway infrastructure will be funded by the Designated Developer/Operator(s).
3. **Sustainable Design:** Respondents are strongly encouraged to propose designs and construction methods that will meet the LEED standards.

Article II. The RFP Process

- 2.01 **Designation:** The process by which a Respondent is formally designated as the/a Developer/Operator of the Site is as detailed below. The CRDA will require the Designated Developer/Operator to provide at closing a creditworthy guarantee and/or other financial security, in a form and substance satisfactory to the CRDA securing the Designated Developer/Operator's obligations under this RFP and any agreement(s) contemplated to be executed by and between the CRDA, the Designated Developer/Operator, and other relevant parties, such agreements including a Memorandum of Agreement, a Master Development Agreement, and possibly a License or Master Ground Lease Agreement.

Subject to the selection process outlined below, the successful Respondent(s) will become the Designated Developer/Operator for all or a portion of the Site and the CRDA will deliver a Designation Letter to the Designated Developer/Operator. Within sixty (60) days following designation by the CRDA Board, the Designated Developer/Operator shall be required to enter into the Memorandum of Agreement with the CRDA that will memorialize the principal terms of the agreement between the parties. Under the Memorandum of Agreement, the Designated Developer/Operator shall be required to replenish the Post-Designation Expense Fund by wire transfer of immediately available funds to the CRDA. The CRDA shall have the right to withdraw amounts from the Post-Designation Expense Fund necessary to reimburse the CRDA for Post-Designation Expenses. At any time that the amount on deposit in the Post-Designation Expense Fund shall be less than \$7,500, the Designated Developer/Operator shall deposit with the CRDA such amount that shall be necessary to restore the amount of the Post-Designation Expense Fund to not less than the initial amount of the Administrative Fee. Any amounts remaining in the Post-Designation Expense Fund after reimbursement of all expenses shall be refunded to the Designated Developer/Operator. In the event there are multiple Designated Developer/Operators, such Post-Designation Expense Fund shall be reasonably prorated in a manner as determined by the CRDA in its sole judgment.

Following the execution and delivery of the Memorandum of Agreement, the CRDA and the Designated Developer/Operator shall have one-hundred twenty (120) calendar days (or such longer period as determined by the CRDA in its sole discretion) to negotiate, execute and deliver any remaining Disposition Documents. If the Disposition Documents are not executed and delivered within such time frame, the CRDA, in addition to any other remedies available to it, shall have the sole and exclusive right to terminate the Memorandum of Agreement, to discontinue all further negotiations with the Designated Developer/Operator and to commence negotiations with other parties as to the disposition of the Site.

Following the execution and delivery of the Memorandum of Agreement *and* upon execution and delivery of the Disposition Documents, the Designated Developer/Operator will be required to, as determined by the CRDA in its sole discretion, (i) pay by wire transfer of immediately available funds an amount equal to ten percent (10%) of the present value of the rental income stream, or (ii) performance and payment bonds in such amounts and with one or more sureties satisfactory to the CRDA as a deposit and security for the performance by the Designated Developer/Operator of its covenants, agreements and obligations under the Disposition Documents. Amounts deposited under this provision shall be deemed earned by CRDA as of the date of the Disposition Documents and shall be non-refundable.

The Designated Developer/Operator **will not be** responsible for any pre-designation costs and expenses incurred by the Government Parties, except as set forth in this RFP.

2.02 Submission Date and Place: The CRDA will consider proposals from a Respondent who desires to develop all or a portion of the Site. In order to be considered, your proposal must be received via our Bonfire portal, found at: <https://njcrda.bonfirehub.com/portal/?tab=openOpportunities>. **Submissions by other methods will not be accepted.** Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Browser cookies must be enabled. Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire’s help forum at <https://bonfirehub.zendesk.com/hc>.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before closing time to begin the uploading process and to finalize your submission.

Proposals submitted by facsimile will not be considered.

2.03 Registration, Inquiries and Communications: The RFP, Addenda, if any, and other general and/or public information will be available on NJCRDA.Bonfirehub.com. **Each Respondent must be registered in accordance with the registration process described in this RFP, which includes the payment of the Registration Fee.**

Upon registration, the Respondent will be designated a “Registered Respondent” and be provided with supplemental information via a secured electronic format, which will include the Exhibits to this RFP, any background information, technical documentation and other useful information. In addition, registration will enable the CRDA to email updates, notices and other additional information about this RFP to a Registered Respondent. As part of the registration process, Respondents may be required to enter into a confidentiality and non-disclosure agreement to protect unapproved disclosure of certain confidential and safety/security sensitive information that will be available only to a Registered Respondent.

PROPOSALS WILL ONLY BE ACCEPTED FROM RESPONDENTS WHO HAVE PROPERLY REGISTERED PRIOR TO THE PROPOSAL DUE DATE.

To register, Respondents must complete the CRDA Respondent Registration Form provided by the CRDA (available in the Bonfire Supporting Documentation File), and pay the Registration Fee prior to or at the Pre-submission meeting.

Registration fee is \$2,500.00. Please email Respondent Registration Form to crdaqestions@njcrda.com. Mail check and a hard copy of the Respondent Registration Form to:

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Attn: Dee Dolbow

All inquiries and communications concerning the how to obtain the RFP forms, contracts and specifications must be submitted in writing to the CRDA Contact Person at crdaqestions@njcrda.com.

All questions regarding this RFP, including requests for clarification, must be submitted in writing on or before 12:00 p.m. eastern prevailing time on May 22, 2023, in accordance with the requirements of the RFP. To ask questions relating to this RFP, respondents must register

with the Organization's public purchasing portal at njcrda.bonfirehub.com (the "Portal") and initiate the communication electronically through the Opportunity Q&A. CRDA will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

Advisor(s), employee(s), or representative(s) of the Government Parties are not authorized to give interpretations of this RFP or additional information regarding the requirements of this RFP directly or indirectly to a Respondent or their representatives. Interpretations or additional information with respect to this RFP, if provided, will be communicated from CRDA to all Registered Respondents by email and/or by Addenda. **Direct or indirect contact by a Respondent or any third-party person or entity representing a Respondent or a Respondent's interest, retained directly or indirectly by a Respondent, with or without compensation, with any party involved in the selection and approval of the Designated Developer/Operator(s) other than the designated CRDA Contact Person regarding this RFP or any component of the RFP process may result in disqualification, as determined by the CRDA in its sole and absolute discretion.**

2.04 Applicable Laws: The disposition of the Site and the RFP process are subject to applicable New Jersey State law. By registering in accordance with this RFP, Respondents acknowledge and agree to abide by all applicable laws, statutes, regulations, ordinances, and other similar governmental requirements of the State of New Jersey pertaining to this solicitation and the disposition of the Site. Without limiting the foregoing, the CRDA, in selecting the Designated Developer/Operator(s) will follow the State Comptroller's Best Practice Guidelines for procurement dated March 2010, such guideline available at https://www.nj.gov/comptroller/news/docs/service_contracts_report.pdf for reference.

2.05 RFP Submission Guidelines: Each Respondent must adhere to the RFP submission guidelines outlined herein. **UNDER NO CIRCUMSTANCES SHALL THE CRDA OR THE OTHER GOVERNMENT PARTIES BE LIABLE FOR ANY OF THE COSTS OF ANY RESPONDENT OR THE DESIGNATED DEVELOPER/OPERATOR(S) IN CONNECTION WITH PREPARING A PROPOSAL IN RESPONSE TO THIS RFP, NEGOTIATING WITH THE GOVERNMENT PARTIES OR OTHERWISE PARTICIPATING IN THIS RFP PROCESS.**

1. Each Respondent must be a Registered Respondent. Proposals will only be accepted from Registered Respondents.
2. Administrative Fee must be received prior to submission of the Primary Proposal. Respondent shall mail the fee to the mailing address below with sufficient time to ensure CRDA's receipt prior to proposal submission due date. **Proposals submitted prior to CRDA's receipt of the Administrative Fee will be rejected.** Please upload of copy of the check in the Bonfire Portal at NJCRDA.Bonfirehub.com. The Administrative Fee paid by the Designated Developer(s)/Operator(s) will be retained by CRDA and the Designated Developer(s)/Operator(s) will not be entitled to any credit against the payments due and owing from the Designated Developer(s)/Operator(s) under its agreements with the CRDA or any other economic terms in connection with the Site. Acceptance of the Administrative Fee by the CRDA does not create any obligations on the part of CRDA to the Respondent or entitle the Respondent to any rights with respect to the Site, or any other property controlled by the CRDA or any of the other Government Parties. Respondents not selected as a Designated Developer/Operator will have their

Administrative Fee returned within 60 days of the CRDA's selection of the Designated Developer(s)/Operator(s).

Mailing Address:

Casino Reinvestment Development Authority

15 S. Pennsylvania Avenue

Atlantic City, New Jersey 08401

Attn: Dee Dolbow

3. Proposals must follow the form outlined herein. **ANY SUBMITTED PROPOSAL THAT DOES NOT COMPLY WITH THE FORM OUTLINED HEREIN WILL BE REJECTED.**
4. The Proposal submission should organized as follows:
 - a. Section I - Respondent Certification
 - b. Section II - Executive Summary
 - c. Section III - Respondent Profile
 - d. Section IV - Project Profile
 - e. Section V - Business Terms
 - f. Section VI – Submittals and Compliance Documents

For detailed instructions on how to e-submit for this electronic bid, please download the Submission Instructions file made available on our Bonfire Portal, at njcrda.bonfirehub.com.

5. The CRDA will consider Alternative Proposals without the payment of an additional Administrative Fee **provided that** the entity making the Alternative Proposal is identical to the entity making the Primary Proposal. Such Alternative Proposals are to be submitted as an addendum to the Respondent's Primary Proposal by completing and attaching separate Sections IV and V for each Alternative Proposal.
6. **Section I – Respondent Certification** must be completed and submitted with the Proposal.
7. The Proposal should address the financing, design and schedule for all required Facilities.
8. **Section II - Executive Summary** requires the Respondent to summarize the specific aspects of their Proposal. The Executive Summary for all qualifying Proposals will be made available to the general public after the Proposal Due Date.
9. **Section III – Respondent Profile** requires information relating to the Respondent, including the Respondent's development entity, the Respondent's financial condition, the Respondent's design team, the Respondent's consultants, development and legal team, and the Respondent's direct and relevant experience in each aspect of the project being proposed, including on-Site and off-Site infrastructure, and ability to procure necessary governmental approvals, and the Respondent's prior experience in developing the proposed project and attracting its target end users. In particular, the Respondent must provide two-years of audited financial statements, and financial references from

institutions and equity partners that the Respondent has done business within the last five years. The Respondent must also provide a minimum of five government unit references, including contact name, address and telephone number, for projects of a similar scope and/or land use as contemplated by this RFP.

The successful Respondent will be required to agree to an “open book” approach to allow the CRDA an on-going right to review such Respondent’s financial statements until completion and acceptance of the Project.

10. **Section IV – Project Profile** requires information relating to the Proposal, including a narrative description of the development program, building and site design description, design drawings, site access plan, project completion schedule, and property management details. Also, the Proposal should include a detailed discussion of the project’s target grocery store and other end users an explanation of how the grocery store and other end users will serve the Atlantic City community, and how the development will attract such end users. Finally, the Respondent shall provide a community engagement and outreach plan for the grocery store to ensure that the store’s products and services will cater to the community.

11. **Section V – Business Terms: *Prior to the CRDA and Respondent executing a Memorandum of Agreement, the Respondent, after negotiation with the CRDA and the other Government Parties, will be required to produce the following:***

- a. information relating to one or more viable financial structure(s) for the development of the Site, for example, consideration and discussion of operating lease opportunities, any “make-whole” requirements and/or financial guarantees, required mix of uses of the Site, and any tax considerations;
- b. a ten (10) year pro forma cash flow projection including all relevant line items, similar to what a Respondent would submit to a potential equity investor or a lender for financing;
- c. a financial plan for any Proposal, including an annual capital draw schedule, annual sources and uses statement for both debt and equity showing annuals draws based on: (i) an estimate of itemized total development costs, (ii) the proposed development schedule, (iii) the amount, source and timing of Respondent’s equity, (iv) the amount, potential source, timing and terms of the Respondent’s financing, including all financing assumptions and minimum tests (*e.g.*, debt service coverage ratio and loan-to-cost/value ratio) for both construction and permanent financing, if applicable; and (v) an itemized annual cash flow projection including gross income, operating expenses and anticipated financing structure; and
- d. respondent will be required to respond to certain additional items or inquiries during the selection process, including whether Respondent’s development team will include meaningful equal opportunity and workforce development programs for Atlantic City regional businesses and residents.

12. **Section VI – Submittals and Compliance Documents**

- a. **BID BOND or LETTER OF CREDIT** – submitted at the time of response and in an amount equal to twenty percent (20%) of the Respondent’s budgeted construction costs of the Project. The bond must be from a reputable surety and the letter of credit from a financial institution satisfactory to the CRDA. If the Respondent is designated by the CRDA and fails to enter into the Memorandum of Agreement and other Disposition Documents, the CRDA shall be entitled to retain the bond or present the letter of credit for payment.
- b. **PAYMENT AND PERFORMANCE/COMPLETION BOND** – submitted upon execution of all Disposition Documents in such amounts and in a form satisfactory to the CRDA.
- c. **COMPLIANCE DOCUMENTS** – See Article III below.

2.06 RFP Selection Criteria: In evaluating the Proposals, the Evaluation Committee will consider such criteria consistently across all proposals that, in its sole and absolute discretion, are in the best interests of the Government Parties and that best advance the goal of the Project. The criteria listed below are of particular concern to the Evaluation Committee:

1. Quantity, certainty and timing of revenues to the Government Parties.
 - a. The project economics and financing plan clearly support the project concept.
 - b. Respondent’s financial qualifications (including its proven ability to obtain financing for projects of similar size and/or complexity, experience with institutional lenders, and evidence of the willingness of such lenders to finance the proposed development), and the amount of equity or personal risk the Respondent proposes for the project, and ability to obtain guaranties and other financial security for completion of necessary infrastructure.
 - c. Respondent’s experience and competence in:
 - i. The development, management, marketing and design of projects of a scale, complexity, and quality similar to that required by this RFP;
 - ii. The operation, management, marketing and design of projects of a scale, complexity, and quality similar to that required by this RFP; and
 - iii. Respondent’s ability to implement its Proposal.
 - d. Respondent’s past performance and experience developing and, if applicable, leasing to or operating a grocery store.
 - e. The priority that the Respondent places on the project relative to the Respondent’s other projects.
2. Quality of the proposal.
 - a. Respondent’s demonstrated understanding of the scope and complexity of the project and the CRDA’s goals and objectives.
 - b. Quality of proposed design.

- c. Quality of Respondent’s proposed operating parameters.
 - d. Relationship and overall benefit to nearby public spaces, streets, properties and community.
 - e. Respondent’s commitment to creating an environmentally sustainable Project.
 - f. Experience and qualifications of design professionals and other members of Respondent’s team.
3. Proposed timeframe for commencement and completion of the development and commencement of operations of the Grocery Store.
 4. Respondent’s previous record of performance in business dealings with any municipal, state, or federal agencies, including any of Government Parties. Respondent’s commitment to paying prevailing wage. Evidence of U.S. Department of Labor Certification outlining participation in trade apprenticeship programs is required.
 5. The community engagement and outreach plan for the project and grocery store.
 6. The extent to which the proposal supports the local community in terms of hiring Atlantic City residents, providing good will within Atlantic City and commitment to the Atlantic City community by way of community benefits.
 7. Quality, creativity and originality of Respondent’s proposed equal opportunity and workforce development programs for Atlantic City regional businesses and residents.
 8. To the ownership or control of any property proposed to be utilized for the Project the extent that a Respondent proposes utilizing property other than the Potential Site.

The Evaluation Committee reserves the right to apply consistently across all Proposals and consider criteria other than the foregoing and to assign to each of the above and to such other criteria as are considered such weight as the Evaluation Committee may in its absolute discretion determine.

2.07 RFP Selection Process: Based on a review and evaluation of the Proposals, the Evaluation Committee, intends to recommend the designation of one or more Respondents as the Designated Developer/Operator(s) in accordance with the procedure outlined below:

1. Proposals will be opened by the CRDA on the Proposal Due Date and all Executive Summaries for all qualifying Proposals will be made available to the general public via the CRDA Website within 48 hours of the opening of all Proposals. The CRDA reserves the right, in its sole discretion, to redact information from the Executive Summaries, such as, any financial or business term information prior to posting.
2. The Evaluation Committee expects to complete its review of the Proposals within three months of the Proposal Due Date, and thereafter will make its recommendation to the CRDA members.

3. If appropriate, in its sole discretion, the Evaluation Committee may conduct separate meetings or interviews with eligible Respondents to discuss their Proposal(s).
4. Following completion of such discussions, if the Evaluation Committee determines that there are one or more Proposal(s) that merit further consideration, the Evaluation Committee will present its recommendations to the CRDA Board for its consideration and approval.
5. Upon approval of the Board completion of its review, the CRDA expects to issue the Designation Letter to the successful Respondent(s) who will become the Designated Developer/Operator(s) for all or a portion of the Site, as set forth in such letter.
6. Within sixty (60) days of the date of the Designation Letter, the Designated Developer/Operator shall negotiate, execute and deliver the Memorandum of Agreement and within 120 days thereafter, negotiate, execute and deliver the remaining Disposition Documents. Execution of each of these agreements shall be a condition precedent to a full and binding contract.
7. The CRDA may at any time exclude Proposals that, in its sole and absolute discretion, fail to demonstrate the necessary qualifications or fail to comply with the requirements of this RFP.
8. The Evaluation Committee will review all Proposals for completeness and compliance with the terms and conditions of this RFP, and may, at any stage of the RFP process, request from any or all of the Respondents additional material, clarification, confirmation, or modification of any compliant submitted Proposal. Except at the request or with the consent of the CRDA (which consent shall be in the sole and absolute discretion of the CRDA), Respondents will not be entitled to change their Proposals once submitted.
9. Employees of Government Parties are not eligible to propose or to be included as a participant with any Respondent. Any such Proposal shall be disqualified from consideration by the CRDA.
10. In the event CRDA becomes aware of any material misrepresentation with respect to any information supplied by a Respondent, the CRDA shall have the right to reject at any time the proposal of the Respondent, to refuse to negotiate or continue negotiations with the Respondent and to take any other action, including retaining any deposit made by the Respondent, as shall be deemed appropriate by CRDA in its sole discretion. CRDA reserves the right to request, at any time in the selection process, such additional information or materials as it may deem useful or appropriate to evaluate each Respondent's qualifications and past experience. Submission of a Proposal shall constitute the Respondent's permission to CRDA to make such inquiries concerning the Respondent and members of the Respondent's team, as the CRDA, in its sole discretion, deems useful or appropriate.
11. The CRDA reserves the right, at any time, in its sole and absolute discretion and without liability, to: (a) accept or reject any or all Proposals, (b) withdraw the RFP without notice, (c) use the Proposals as a basis for negotiation with one or more

Respondents or (d) waive compliance with and/or change any of the terms of this RFP.

12. The CRDA further reserves the right to negotiate any and all terms of any transaction with the Designated Developer/Operator(s). If such negotiations cannot be concluded successfully with the Designated Developer/Operator(s), the CRDA may choose to negotiate with other Respondents, to terminate the selection process, or to begin a new selection process.
13. The CRDA will not pay for or refund any costs and expenses incurred by a Respondent in responding to this RFP or by the Designated Developer/Operator(s) following selection or designation.
14. All determinations as to the completeness or compliance of any Proposal, or as to the eligibility or qualification of any Respondent, will be within the sole and absolute discretion of the CRDA.
15. The CRDA shall have the right to reject any Respondent if such Respondent, or any principal, partner, officer, director or principal shareholder of the Respondent is determined, in the sole discretion of the CRDA or any other appropriate regulatory agency, to have been convicted of or, pleaded guilty or *nolo contendere* to a felony or crime of moral turpitude, to be an “organized crime figure”, to be under indictment or criminal investigation, or to be in default on any debt, contract, or obligation to or with any of the Government Parties. The Designated Developer/Operator(s) may be required to complete a background questionnaire to verify that it is in full compliance with these requirements.
16. **Communication Restriction:** All Contacts during the Restricted Period shall be made solely to the CRDA Contact Person, provided, however, that the following activities shall not be considered Contacts, and are therefore exceptions to the foregoing limitation on communication:
 - a. Proposals: the submission of written Proposals in response to this RFP.
 - b. Complaints: complaints by a Respondent regarding the failure of the CRDA Contact Person to respond in a timely manner to authorized Respondent Contacts, provided such complaints are made in writing to the CRDA, to the attention of the Director of Planning and Development.
 - c. Oral Presentations and Discussions with Respondents: CRDA scheduled presentations by a Respondent to the Evaluation Committee or other Government Parties for the purpose of describing its Proposal(s).
 - d. Negotiations: After a Respondent has been preliminarily designated, communications between that Respondent and CRDA for the purposes of negotiation.

By submitting its Proposal and specifically its Respondent Certification, the Respondent agrees to comply with the communication restrictions set forth above.

EXCEPT AS EXPRESSLY AUTHORIZED BY THE TERMS AND CONDITIONS OF THIS RFP, RESPONDENT SHALL NOT CONTACT MEMBERS, OFFICIALS, EMPLOYEES OR CONSULTANTS OF THE GOVERNMENT PARTIES REGARDING THIS RFP, OR SEND PROPOSALS TO ANY OF THEM. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE RESPONDENT'S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS RFP.

17. **Use and Disclosure of Proposal and Proposal Ideas:** The CRDA shall be entitled to retain and use, without compensation to any Respondent to this RFP, all information submitted, including, but not limited to: any concept, element or idea disclosed in or evident from the Proposal or which may be revealed during any communications with Respondent (all such information collectively referred to as "Information"). By submitting a Proposal, Respondent expressly grants to the CRDA a fully paid up world-wide license to use the Information in furtherance of the Project.

Information provided to the CRDA by Respondent may be subject to the State Open Public Records Act. Except as otherwise provided for in this RFP, prior to the issuance of the Designation Letter, the CRDA will not disclose the Proposals or any portion thereof to the general public. Once the Designated Developer/Operator(s) is selected, the CRDA reserves the right to publish any Proposal or a portion thereof, without permission from or compensation to a Respondent or Designated Developer/Operator(s) provided such information does not represent trade secrets clearly identified by Respondent in its Proposal and expressly accepted as such by the CRDA in a separate writing.

A Respondent may designate specific information as "Confidential" and therefore not subject to disclosure provided the Respondent has a good faith legal/factual basis for such determination. The CRDA reserves the right to make its own determination and will advise the Respondent accordingly in writing. The location in the Proposal of any such designation should be clearly stated in a cover letter detailing such "Confidential" information. **THE CRDA WILL NOT HONOR ANY ATTEMPT BY A RESPONDENT EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

18. Proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions, or other compensation will be payable by the CRDA in connection with the selection of the Designated Developer/Operator(s) or the disposition of the Site. Submission of a Proposal by a Respondent in response to this RFP will constitute an undertaking by the Respondent to indemnify, defend and hold the Government Parties harmless from and against any and all expenses, damages, or liability (including, without limitation, attorneys' fees and costs) arising out of any claim for such fees, commissions, or other compensation made in connection with such Respondent's response to this RFP, selection or no selection, or negotiation and execution (or no execution) of the Disposition Documents.

- 2.08 Certain General Conditions:** The CRDA makes no representations or warranties whatsoever with respect to this RFP and the Site, including, without limitation, representations or warranties as to the accuracy or completeness of any information or assumptions contained in this RFP or otherwise furnished to Respondent; the use or progress

of development of the Site or any portion thereof; and environmental conditions or the suitability of the Site for any specific uses or development. Respondents shall make their own analysis and evaluation of the income potential and profits and expense of the Site, and Respondents shall not rely upon any statement or information given to Respondents by the Government Parties, including without limitation, any information contained in this RFP or in any other documents cited in this RFP or made available during this RFP process.

In addition to those stated elsewhere, this RFP is subject to the specific conditions, limitations and terms, stated below:

- a. The Designated Developer/Operator(s) will accept the Site, or the portion thereof, in an “AS IS, WHERE IS” condition on the date of disposition, except as otherwise expressly set forth in the Disposition Documents.
- b. Any construction activities at the Site related to this RFP are to be performed at the sole cost and expense of the Designated Developer/Operator(s).
- c. The Designated Developer/Operator(s) will be required, at its sole cost and expense, to comply with all applicable federal, state, and local laws and regulations, and to obtain from all appropriate government authorities all construction and ancillary permits and approvals for the development of the Project at the Site, including but not limited to, all required building permits and approvals, licenses, certificates of occupancy and environmental approvals.
- d. Acceptance of a Respondent’s Proposal or selection of the Designated Developer/Operator(s) pursuant to this RFP will not create any rights on the Respondent’s or Designated Developer/Operator’s part, including without limitation rights of enforcement, equity or reimbursement. After execution and delivery of the Disposition Documents, the terms thereof will thereafter govern the relationship between the CRDA and the Designated Developer/Operator(s). In the event of any variance between the terms and conditions of this RFP and the Disposition Documents, the terms and conditions of the Disposition Documents will govern.
- e. This RFP does not constitute an offer to sell or lease the Site or any portion thereof, nor a solicitation of offers to sell or lease the Site or any portion thereof. The Government Parties shall not incur any obligation or liability on account of any submission made in connection with this RFP (nor shall any Proposal be deemed accepted) unless and until an agreement setting forth all the terms and conditions of a transaction has been fully negotiated and a written agreement incorporating such terms and conditions has been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals have been obtained.
- f. The Designated Developer/Operator(s) will be responsible for complying with all applicable laws, statutes, regulations, notices and orders of governmental units (collectively, “Law”) regarding development, management and/or operation of the Project at the Site, and agrees to indemnify, defend and hold the Government Parties harmless from and against any and all expenses, damages, or liability (including, without limitation, attorneys’ fees and costs) arising out of or related

to any claim made by any third party, including a Government Party, that the Designated Developer/Operator(s) has violated or is in violation of the Law.

- g. CRDA reserves the right to revise this RFP and the RFP evaluation process, upon issuance of Addenda to all Registered Respondents. CRDA further reserves the right to, at any time and for any reason, discontinue negotiations with the initially selected Designated Developer/Operator and pursue negotiations with another Respondent prior to an agreement between the parties.

Article III List of RFP Submittals including Compliance Documentation

[All compliance documents are available for downloading on NJCRDA.bonfirehub.com.]

A.

1. Respondent Registration Form
2. Respondent Certification
3. Disclosure of Investigations/Actions against Respondent
4. Services Source Disclosure Form
5. Affirmative Action Disclosure
6. Political Contributions Disclosure Form & Instructions
7. Non-Collusion Affidavit
8. Respondent's Proposal
9. Disclosure of Investment Activities with Iran
10. Ownership Disclosure
11. Certification Regarding Prohibited Activities with Russia or Belarus

B. The Respondent must be properly registered to do business with the State of New Jersey as of the date of award, and should submit a copy of the Respondent's NJ Business Registration Certificate with its Proposal. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

C. **BID BOND or LETTER OF CREDIT** – submitted at the time of response and in an amount equal to twenty percent (20%) of the Respondent's budgeted construction costs of the Project. The bond must be from a reputable surety and the letter of credit from a financial institution satisfactory to the CRDA. If the Respondent is designated by the CRDA and fails to enter into the Memorandum of Agreement and other Disposition Documents, the CRDA shall be entitled to retain the bond or present the letter of credit for payment.

D. **PAYMENT AND PERFORMANCE/COMPLETION BOND** – submitted upon execution of all Disposition Documents in such amounts and in a form satisfactory to the CRDA.

Submittal 1

RESPONDENTS REGISTRATION FORM
Available in Bonfire Supporting Documentation File

Submittal 2

RESPONDENT CERTIFICATION

I have read the entire RFP prior to completing this certification on behalf of the below-named entity. I certify that the following statements made by me are true:

1. I am authorized to make this certification on behalf of the below-named entity.
2. Except as expressly authorized by the terms and conditions of this RFP, Respondent, its officers, employees, agents, affiliates, subsidiaries or related entities have not contacted or cause to be contacted the members, employees, officials or consultants of the Government Parties in regard to this RFP

I am aware that if any of the statements are willfully false, the business entity submitting a proposal in response to the RFP may be subject to disqualification and are debarred from contracting with the CRDA.

Respondent Business Entity Name

Signed Name _____ Print Name _____

Title/Position _____

Phone Number _____ Date _____

Submittal 3

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT

The respondent shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector client during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation(s)

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Respondent Contact Name and Telephone for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status or Disposition (if applicable)	Respondent Contact Name and Telephone for additional information

Submittal 4

**N.J.S.A. 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: _____

Contract: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the Casino Reinvestment Development Authority (the "CRDA"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Vendor	Description of Services	Performance Location or Reasons why Subcontractor services cannot be performed in USA

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the CRDA.

The CRDA shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to written determination of the CRDA that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the CRDA, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the CRDA to accept a proposal, with knowledge that the CRDA is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____

[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

Submittal 5
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

PLEASE CHECK THE APPROPRIATE BOX:

_____ **I HAVE A CURRENT NJ AFFIRMATIVE ACTION
CERTIFICATE (PLEASE ATTACH A COPY TO YOUR PROPOSAL)**

_____ **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN
APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR
PROPOSAL)**

_____ **I HAVE COMPLETED THE ENCLOSED FORM AA302
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

Submittal 6

POLITICAL CONTRIBUTIONS DISCLOSURE FORM

Available in Bonfire Supporting Documentation File

Submittal 8

RESPONDENTS PROPOSAL

Submittal 9

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION TITLE:

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach additional Sheets if necessary

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any Submittals thereto to the best of my knowledge are true and complete. I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Casino Reinvestment Development Authority (CRDA) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the CRDA to notify the CRDA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the CRDA and that the CRDA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Submittal 10

OWNERSHIP DISCLOSURE FORM

I. TYPE OR PRINT THE COMPLETE CORRECT NAME, ADDRESS & FEDERAL EIN OF THE RESPONDENT:

Name: _____ Fed ID # _____

Address: _____

II OWNERSHIP LIST. For every person or other entity which owns 10% or more of the Respondent named above, provide the name, address, office held with the Respondent (if any), and the percent of ownership of the Respondent(all stock classes). If such an owner is a corporation or partnership, also provide the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there is no owner with 10% or more interest in the Respondent, enter "None" below.

NAME INTEREST (%)	ADDRESS	OFFICE(S) HELD	OWNERSHIP
----------------------	---------	----------------	-----------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. OWNER ISSUES. Complete all questions below.

- | | YES | NO |
|---|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the Respondent identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i> | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the Respondent and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

IV CERTIFICATION. I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto

to the best of my knowledge are true and complete. I acknowledge that the Casino Reinvestment Development Authority is relying on the information

contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of**

any contracts with the Casino Reinvestment Authority to notify the Casino Reinvestment Development Authority in writing, of any changes

to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will constitute

a material breach of my agreement(s) with the Casino Reinvestment Development Authority and that the Casino Reinvestment Development Authority,

at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge.

I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false,

I am subject to punishment.

Signature

Print or Type Name

Date

Respondent Name

Title with Respondent

SUBMITTAL 11

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS**

Request for Proposal: Landscaping Hardscape Material as needed

Check the Appropriate Box

____ I the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Respondent is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022,c.3 *section 1.e., except as permitted by federal law

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

____ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the submission being rendered as non-responsive, and the CRDA will not be permitted to contract with such person or entity, and if a submission is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach additional sheets if necessary

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the respondent shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the respondent does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the CRDA shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the CRDA that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Respondent Name

*Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2)having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind supportor for profit.

REQUEST FOR PROPOSALS



CITY OF OCALA

GROCERY STORE DEVELOPMENT IN A USDA-DESIGNATED FOOD DESERT

RFP #CMO/190170

Deadline for Submission:
April 30, 2019 at 2:00 pm

Request for Proposals for Grocery Store Development in a USDA-Designated Food Desert

Ocala, Florida
February 22, 2019

I. PURPOSE AND OVERVIEW OF THE PROJECT

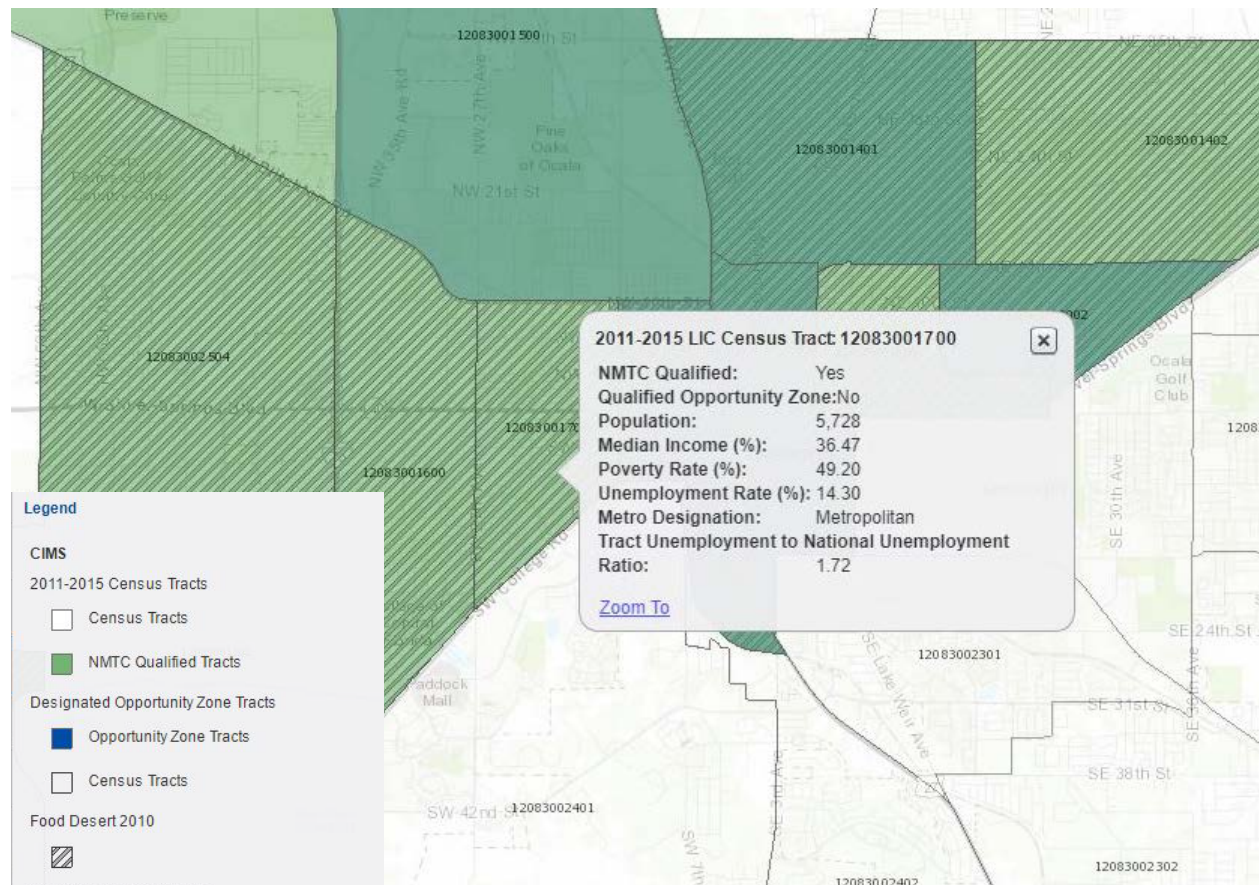
Purpose of the project

The City is seeking a highly-qualified business operator or developer who will build a small-scale, full-service affordable grocery store with healthy food options on a 2.56-acre city-owned site which previously housed a police substation at the SW corner of W Silver Springs Boulevard and SW 24th Avenue. This site is located within a United States Department of Agriculture (USDA)-designated food desert and a full-service grocery store will satisfy a critical need in the community.

Background

The USDA designated this area as a food desert in 2010, highlighting the lack of community access to fresh, healthy, and affordable food that has persisted to the present day. Food deserts are defined as low-income Census Tracts in which a significant number of residents live greater than a mile from the nearest supermarket, supercenter, or large grocery store.

Figure 1: Food Desert & NMTC Qualifying Census Tracts Map



In 2011, the City adopted the *West Ocala Vision & Community Plan (Exhibit A)*, a plan that was driven and defined by extensive public outreach and an engaged group of community leaders. One of six priority needs expressed by the community and included in the plan was the need for a grocery store serving the community. To help address these priority needs in the community, the plan recommended for the designation of a new Community Redevelopment Area (CRA) subarea to focus on physical improvements and economic sustainability.

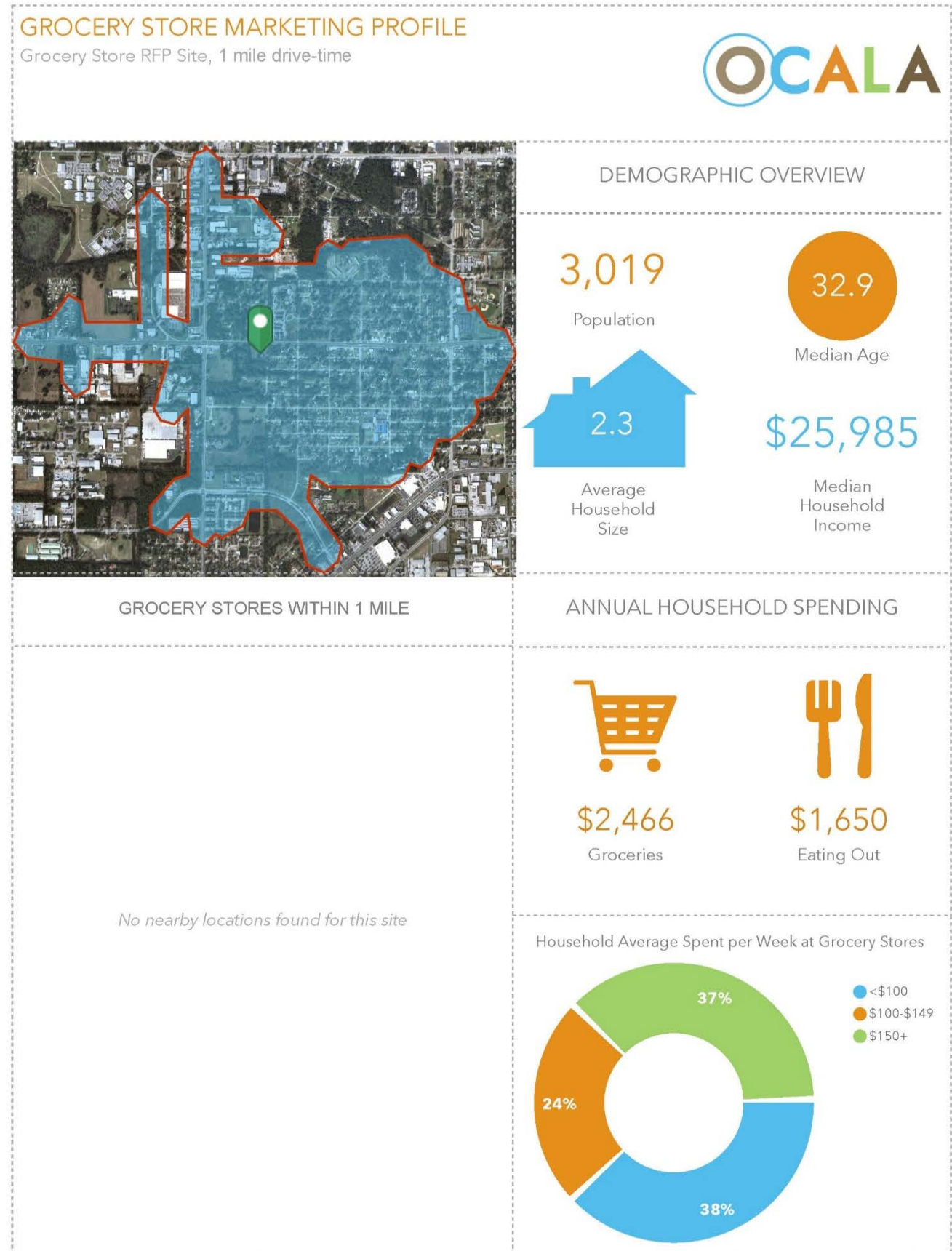
City Council adopted a resolution in 2015 establishing a West Ocala Redevelopment Area, which functions as a subarea of the Community Redevelopment Area (CRA). The CRA establishes tax increment financing (TIF) districts in each of the subareas, allowing for a portion of the incremental increase in ad valorem tax revenues to be spent on targeted redevelopment efforts within the West Ocala Redevelopment Area. The *West Ocala Community Redevelopment Plan (Exhibit B)* adopted in 2015 envisioned corridors that offer residents, businesses, visitors, and investors inviting places to shop for their everyday needs, conduct commerce, interact with one another, and access opportunities for economic growth. The goal of the plan is to improve the appearance, function, and market value of the City's key commercial corridors with the goal of restoring economic vitality.

Since 2015, the City has been working to execute an agreement for a larger shopping center with a grocery store component that incorporated this city-owned property and adjacent privately-owned parcels. While it was possible to attract a grocery store tenant, the development team was unsuccessful in attracting enough additional tenants to meet financing requirements for the rest of the shopping center. Through this RFP, the City is now separating out the component that is most feasible and most critically needed in the community: the grocery store.

This commercially-zoned 2.56-acre parcel is ideally located on W Silver Springs Boulevard (SR 40) between I-75 and downtown with approximately 26,500 daily trips on this segment of the roadway, according to the Ocala/Marion County Transportation Planning Organization. The number of people driving past this site is projected to increase over time, with a reported five-year annual growth rate of 2.78%. Downtown redevelopment has rapidly accelerated in recent years with the construction of a new 400-space parking garage, development of a \$15.7 million-dollar mixed-use project that includes a 105-room Hilton Garden Inn, and many other building and infrastructure investments from both the public and private sectors. The development of downtown Ocala as more of a regional destination will very likely result in the SR 40 corridor between I-75 and downtown being more important and well-traveled in the future.

The site is situated within a mile of a little over 3,000 residents and no other grocery stores. Households within the 1-mile drive-time radius surrounding the target site spend approximately an average of \$2,466 annually on groceries for a total of roughly \$3,198,876 spent on groceries every year by households within a 1-mile drive of this site. Downtown redevelopment, proposed multifamily development, and a city program to incentivize infill development of single-family homes in close proximity to the site will all likely increase traffic on SR 40 and increase the number of households likely to shop at a grocery store on this site in the future. For a more detailed account of the demographics and market potential for this site, please see the grocery store marketing profile below, the *Community Report (Exhibit C)*, the *Retail Market Potential (Exhibit D)*, and the *Retail Goods and Services Expenditures (Exhibit E)*.

Figure 2: Grocery Store Marketing Profile



What funding is available to support development of the site?

The site is within the West Ocala Subarea of the Community Redevelopment Area (CRA) and is thereby eligible for a number of economic development tools that could potentially offset redevelopment costs.

The site is also within a USDA-designated food desert, which makes a grocery store project eligible for special financing with lower interest rates through the Florida's Healthy Food Financing Initiative (FL HFFI) that was established in 2016 by the Florida Legislature and facilitated by the Florida Community Loan Fund (FCLF), a certified Community Development Financial Institution (CDFI). FL HFFI was developed to provide financial assistance to construct, rehabilitate, or expand independent grocery stores to increase access to fresh produce and other nutritious food in underserved and low-income communities. FL HFFI is a component of FCLF's existing Food Access Program, which is a collaborative effort involving a variety of funding sources. Eligibility for FL HFFI enhanced financing will be determined based on project metrics, need, and consistency with the FL HFFI criteria. FL HFFI is one of several tools available through FCLF's Food Access Program that this project may be eligible for.

This site is also within a qualified Census Tract for the New Market Tax Credit (NMTC) Program, making federal tax credits available for significant investments of at least \$6 million within the community. Through the NMTC Program, the CDFI Fund allocates tax credit authority to Community Development Entities (CDEs). There are many certified CDEs throughout Florida. Some of them operate regionally, but many of them operate statewide. CDEs are financial intermediaries through which private capital flows from an investor to a qualified business located in a low-income community. CDEs use their authority to offer tax credits to investors in exchange for equity in the CDE. Using the capital from these equity investments, CDEs can make loans and investments to businesses operating in low-income communities on better rates and terms and more flexible features than the market.

The City is willing to consider developer incentives if justifiably needed. Suggested and required incentives must be identified and quantified for this site. The rationale for each incentive desired must be explained sufficiently to justify its need. The City will not consider incentives requested as compensation for risk. Incentives must be tied to the project's economic feasibility and the proposer's ability to produce the desired results. Other than a potential CRA grant, the City does not have the ability to provide short-term cash incentives or project financing. When necessary, proposers should carefully consider incentive options that would provide long-term but equivalent return to the proposer that are based upon win/win scenarios for the proposer and the City.

II. SCOPE OF WORK

The proposal should outline the conceptual design of the proposed development, including a site layout, floor plan, and architectural elevations or precedent images for the exterior of the building(s). Proposals may include accessory uses, but the primary use shall be a full-service grocery store with healthy food options that is at least 15,000 square feet in size. Proposals may be submitted by either a developer or a grocery store business operator, but a developer respondent must be partnering with a grocery store to provide reasonable assurance to the City that requirements of the RFP related to business operation will be met.

Minimum requirements---in order for a proposal to be considered, the response must include the following items:

1. Business name in which the store will be operating under and a listing of current operations by the franchise, franchisee, and/or company with controlling interest in the proposed store
2. Brief history of the business and experience in grocery retail operations, along with relevant professional affiliations, such as with the National Grocers Association (NGA) or Florida Retail Federation (FRF)
3. Resumes or brief biographies of principal project and store managers
4. A conceptual site layout plan showing buildings, circulation, parking, and landscaping
5. A conceptual floor plan demonstrating square footage and layout of the store
 - a. Full-service grocery store at least 15,000 square feet and providing at least 30 percent of its retail space for perishable goods such as dairy, fresh produce, and fresh meats
6. Documentation demonstrating that the store offers SNAP and WIC redemption
7. Employment plan demonstrating a commitment to hire local residents
8. Evidence of financial capacity and a budget demonstrating financial feasibility of the project, including cost estimates to construct and operate the store after construction, and revenue estimates of construction financing, incentives, and store revenues after construction
9. List of requested incentives and associated costs from the city

Site design standards---the following site design standards will be used to evaluate proposals:

1. Site circulation is designed to minimize traffic impacts on adjacent neighborhoods
2. Landscaping is well-designed, and buffers are used where necessary to ensure that the project does not negatively impact adjacent neighborhoods
3. Architecture designed to provide an attractive view from both the north and east sides of the property utilizing transparency and/or variation in materials to avoid long blank walls
4. Site is well integrated with sidewalks in the public right-of-way
5. Site signage is to be ground mounted and designed to match the architectural style of the building with enhanced landscaping around the base
6. Provide bicycle parking and bus stop integrated into the site layout

Business operation standards---the following business operation standards will be used to evaluate proposals:

1. Business and associated principals or managers have a strong record of operating in similar markets successfully
2. Degree to which the grocery store goes beyond minimum requirements, such as by providing:
 - a. Full-service deli with a variety of premade foods
 - b. Quality meat counter and fresh meat options
 - c. Wide variety of fresh fruits and vegetables
 - d. Robust international foods section
 - e. Aesthetic appeal and concern for the visual appearance of the inside of the building
 - f. Pharmacy or pharmacy connections to retail operations
3. Employment plan that includes store being locally owned or franchised and/or management control at a local level

4. Programs or initiatives to support and connect the store with the community and demonstration of establishing relationships with existing community organizations
5. Store is accessible to the community by being open seven days a week and both before and after standard working hours, such as 7 am – 9 pm.

III. PRELIMINARY SCHEDULE

All dates and information contained herein may be extended, changed, or updated within the listing at www.bidocala.com. **Proposers are responsible for verifying all current listing information before submitting a response to this request for proposals.**

The following dates are proposed as a timeline for this solicitation:

• Pre-Proposal Meeting	March 11, 2019
• Written Proposals Due	April 30, 2019
• Selection Committee Meeting	TBD
• Negotiation with Selected Proposer(s)	May 13, 2019 – June 14, 2019
• Final Selection Announced	June 21, 2019
• Send to City Council for Approval	July 16, 2019
• Contract Development Period	July 22 – August 9, 2019
• Execution of Contract by Council	September 3, 2019

IV. PROPOSAL SELECTION CRITERIA

1. Pre-Proposal Meeting (*Optional for Proposers*)

There will be a non-mandatory pre-proposal meeting with a question and answer session on **March 11, 2019, at 3:00 PM** in the Growth Management Training Room at the Customer Service Center, 201 SE 3rd Street, 2nd Floor, Ocala, FL, 34471.

2. Proposal Submission

Proposals must be received electronically using www.bidocala.com no later than **2:00 PM** on **April 30, 2019**. Responses received at any other location will not be considered. Respondents must be registered as a vendor on the City's e-procurement site at www.bidocala.com to participate.

Proposals must be clear, succinct and **not exceed thirty (30) pages**, excluding the proposal cover letter. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. All submittals will be evaluated on the completeness and quality of the content. Only those proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Ensure your proposal is the best offering for the site. Selection for negotiation may be based solely on your proposal.

This is a non-binding solicitation until the City negotiates and approves an agreement with the successful proposer(s)/respondent(s).

3. Organization of Proposal

The respondents must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

- A. **Cover Letter** which shall be addressed as indicated on the cover page of this proposal (1 page – not included in page total).

The Cover Letter will state the name of the person(s) authorized to represent the proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful proposer, authorized to bind the proposer in contractual matters, must sign the Cover Letter and the Proposal.

The Cover Letter will also include a short narrative describing the proposer's understanding of the scope of work and their overall vision for the successful development the site.

- B. **Project Team***

Identify key personnel, any partnerships, subcontractors, and their specific project roles.

The key personnel description shall include:

- Primary contact for company principal
- Primary contact for grocery store business, if different from above
- Extent of each project team member's involvement
- Names and resumes of key members who will be assigned to this project, and:
 - their responsibilities on this project
 - experience in similar or related projects of this size and scope
 - unique qualifications
- Team qualifications and experience on similar or related projects:
 - qualifications and relevant development experience
 - project manager's experience with similar projects
 - resources available to dedicate to the project

* Proposers are cautioned to carefully select the listed Project Team members and commit to their continuous involvement throughout the entire development project. The Project Team is an evaluation criterion in the selection process. Failure of the proposer to keep the entire stated Project Team in place throughout the term of the agreement will be considered a default condition in the agreement.

C. Financial Capacity/Budget

Each firm is required to provide evidence of their financial capacity and a budget demonstrating financial feasibility of the project. This includes cost estimates to construct and operate the store after construction, and revenue estimates which include construction financing, incentives, and store revenues after construction.

A comparison of costs and revenues should be provided over the length of time required to recover initial costs for the store operator.

The proposal should include estimated dollar amounts for any public subsidies that the Respondent believes are necessary to make the project feasible.

D. Conceptual Site Plans/Support Material

Conceptual plans and support material should address the minimum requirements, site design standards, and business operation standards listed in the scope of work.

4. Proposal Evaluation (All criteria will be considered for ranking)

A. Evaluation Criteria:

A proposal that does not meet the minimum requirements listed in the scope of work will not be considered for selection. All proposals meeting the minimum requirements will be considered based on the following evaluation criteria with weights shown in parentheses:

Business and project team qualifications and experience (20%)

Financial capacity/budget (20%)

Site design standards (25%)

Business operation standards (35%)

B. Proposal Review:

The proposals shall be selected to move forward by the following process:

A Selection Committee will be appointed to evaluate submitted proposals.

The committee members will independently rank each responsive proposal received in accordance with the evaluation criteria. During the Selection Committee meeting the committee members will review the proposals and will submit their rankings. A short list of proposers may be selected for oral interviews if deemed necessary.

If oral interviews are determined to be necessary, the initial ranking will be considered preliminary. Final rankings, based on the same evaluation criteria will be determined following the interviews if required.

Negotiations, up to a Best-and-Final offering, will commence with the highest ranked proposer.

If the City cannot reach a mutually beneficial agreement with the first selected proposer, the City reserves the right to enter into negotiations with the next highest ranked proposer

and continue this process until an agreement is reached, or the City decides to terminate this RFP.

C. Clarifying Proposal during Evaluation:

During the evaluation process, the City has the right to require any clarification or change to understand the Respondent's view and approach to the project and scope of the work.

Any changes to the proposal will be made before executing the contract and will become part of the final contract.

V. CONTRACTUAL ARRANGEMENTS

A City contract will be drafted with the successful Respondent and all general City terms and conditions apply.

VI. GENERAL TERMS AND CONDITIONS

A. Response to RFP:

Please ensure your company registers as a vendor on www.bidocala.com to participate in this RFP. Only registered vendors will be considered.

B. Issuing Office:

City of Ocala, Corrin Fitsemons
City Hall – Procurement and Contracting Division
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471

C. Inquiries:

Questions concerning the scope of work in this RFP should be addressed in writing via the specific bid on www.bidocala.com. Binding written responses will be emailed to the proposer asking the question through the ProRFx system and will also be posted electronically under the corresponding RFP. It is the responsibility of the proposers to check for updates and addenda.

Minor, non-binding clarifications may be requested by calling Tiffany Kimball, Contracting Officer, at 352-629-8366 or via email at: tkimball@ocalafl.org.

D. Issuing Date:

February 22, 2019

F. Closing Date/Time:

April 30, 2019, 2:00 p.m.

All submitted proposals will be available for public inspection once a selection has been made; therefore, confidential information should not be submitted.

G. Incurring Cost:

The City is not liable for any cost incurred by any proposer interested in submitting an RFP, or any selected proposer, prior to the execution of a contract.

H. Indemnification:

The successful proposer shall indemnify and hold harmless the City of Ocala, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the City with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or proposer fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of this Agreement by the successful proposer and for which the proposer would otherwise be responsible unless resulting from the negligence of City or its officers, boards, commissions, agents, or employees.

I. Assignment:

The final selected proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the City.



City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 19-065

NORTHSIDE GROCERY STORE PROJECT

September 20, 2019

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Services

Proposal Form



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

CITY OF O'FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE:

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from grocery store operators, developers or landowners for a grocery store on the City's Northside.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O'Fallon to satisfy the needs as outlined.

PROPOSAL SUBMISSION:

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to Wednesday, November 13, 2019 at 2:00 P.M. (prevailing central time). Each proposal shall consist of one (1) original (identified as such), three (3) copies (identified as such) and one (1) electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the Proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP #19-065 Northside Grocery Store Project**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. *Do not staple or submit bid in any type of binder; binder clips are acceptable.*

QUESTIONS:

All questions must be submitted in writing to Julie Moellering, Purchasing Agent, no later than 12:00 P.M. (CDT) on October 16, 2019 via email jmoellering@ofallon.mo.us or fax (636) 978-4144. The City will only respond by the end of day on October 21, 2019 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP:

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all Proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the Memorandum of Understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Julie Moellering, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record, and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the Proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O'Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Julie Moellering
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
Fax: (636) 978-4144
jmoellering@ofallon.mo.us

END OF TERMS AND CONDITIONS



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

SCOPE OF SERVICES

Article I. General Information

Section 1.01 Introduction

The City of O'Fallon (MO), the largest suburban community in the St. Louis metropolitan area, is seeking a partner in the development of a full-sized grocery store located on its Northside. With all of O'Fallon's full-sized grocery stores located south of a major interstate highway, the City's elected officials are committed to providing the local neighborhood shopping experience with health food options and convenient retail services to the residents and individuals who live and/or work in the Northside area.

The City of O'Fallon is prepared to work directly with grocery store operators, developers and landowners to achieve success. Through a Request for Proposals (RFP) process, the City intends to identify, scrutinize and form a partnership with an organization/entity that is able to deliver on the City's stated goal. The partnership may take many forms, including special financial incentives, utility and infrastructure support, fast-track permitting, and tax sharing agreements. Recent examples of public-private partnerships within the City include projects with O'Fallon Retail Walk, Missouri Rush Sports Park, Cosmos Corporation, and DynaFlex. Additional details on these partnerships are available upon request.

Article II. Project Scope

Section 2.01 Intent

The City of O'Fallon (MO) is seeking development proposals from grocery store operators, developers or landowners, for the Northside Grocery Store Project. The desired location for this project is within the boundaries of Interstate 70 to the south; Highway 79 to the east; O'Fallon city limits to the north; and Elaine Drive/Deer Creek Drive to the west (see Exhibit A – Boundary map). The City has identified and provided preliminary information in this proposal on five locations within this target area (see Exhibit B through F). The City is open to proposals on alternate sites not included in the RFP as long as they are within the designated area, able to meet the development goals (Section 2.02) and presently zoned, or able to be rezoned, for a grocery store.

Section 2.02 Development Goals

The goal of this RFP is to identify and form a partnership that would result in the creation of a welcoming, well-managed, full-sized grocery store serving residents of O'Fallon's Northside along with visitors from nearby communities.

The prime motivation of this RFP is to attract and launch a successful full-sized grocery store, although creative proposals with complement mixed-use development, outlots for additional retail, and/or multiple food shops/restaurants will also receive strong consideration.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

Article III. Property Data

Section 3.01 Ownership

There are a number of undeveloped land sites – both privately and public owned – within the target area. While the City of O'Fallon does not own or control any of the potential sites identified in the RFP, it will provide owner contact information, utility data, and development history on any site within the target boundaries. Respondents are responsible for contacting and negotiating with any landowners.

Section 3.02 Incentives

The City of O'Fallon will strongly consider sales tax sharing agreements to incentivize the project. In addition, the City has a proven record of accomplishment in working with developers to achieve project success that includes the use of Community Development Districts (CID) and Transportation Development Districts (TDD). The target area has one existing CID (O'Fallon Station) which is inactive, but potentially restarted based upon new retail activity. Other Northside commercial sites are eligible for these same development tools, depending on the size, scope, needs, and public benefits of the project. The City is open to RFP responses suggesting other incentives that will directly facilitate the development of a Northside grocery store.



Article IV. Demographics

The City of O'Fallon is prepared and willing to provide, upon request, a wealth of demographic data to encourage and support RFP responses. A majority of this data is available on O'Fallon's business attraction website at www.selectOFALLON.com. The following is a sample of the data:

Section 4.01 Population

The City of O'Fallon's estimated population in 2019 is 88,418 with a median age of 36.4 years. According to American FactFinder, more than 61,000 of O'Fallon's population is over the age of 18 with 48.3% male and 51.7% female.



Esri's 2019 Tapestry Segmentation Report classifies O'Fallon overwhelmingly in the "Family Landscapes" category (LifeMode Group 4) at 63% of its total population. This category features successful young families with at least two members employed. "Soccer Moms" are the primary segment in O'Fallon at 44% followed by "Middleburg" at 13.9% and "Home Improvement" at 5.1%. Other segments include "Green Acres" and "Up & Coming Families" which are both well represented in O'Fallon's Northside. For more details on the Tapestry, go to <https://www.esri.com/en-us/arcgis/products/tapestry-segmentation/overview>.

Section 4.02 Income

O'Fallon has an estimated median household income of \$85,299 that is one of the highest in Missouri. Within a five-mile radius from the center of O'Fallon, the number jumps to \$88,769. (By comparison, the State's



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

median household income in 2017 was \$53,578. In the same year, the nation's median household income was \$60,336.)

Section 4.03 Attractions

Alligator's Creek Aquatic Center (Civic Park)



Renovated in the Winter/Spring of 2018, O'Fallon's family-friendly aquatic center doubled in size and now features a new bathhouse, concession stand, zero-depth beach entrance, splash pad for kids of all abilities, and interactive water playground with an extended lazy river.

Carshield Field

O'Fallon's premier ballpark celebrated its 20th year in 2018. The 3,500-seat stadium (with capacity for another 1,650 in the lawn area and outfield bleachers) receives high praise and ranks among the best minor league baseball fields in the country. The City of O'Fallon recently converted the grass field to all-turf and hosts a number of family-oriented events and sports activity at the ballpark throughout the calendar year.



Westhoff Park

The 65-acre Park conveniently located in the center of North O'Fallon, offers a host of amenities, including two lighted baseball diamonds and two lighted softball fields; sand volleyball, horseshoe pits, basketball courts, tennis courts, and a citizen-designed skate park. Westhoff also has two large playgrounds including Brendan's Playground, one of the first "all-inclusive" play areas in St. Charles County.

Dames Park

Three football fields is the primary feature of the 59-acre Dames Park. In addition, the Park has two large playgrounds, two pickleball courts, three picnic pavilions, a fitness course, and a one-mile asphalt walking/biking path.

Heritage & Freedom Festival (Ozzie Smith Sports Complex)

A three-day, free-to-all-attendees, Independence Day celebration featuring nationally-recognized musicians, entertaining side shows, kids' activities and fireworks. The Festival coincides with an all-community Independence Day parade the winds through North O'Fallon. Each year the Festival and Parade draws more than 100,000 attendees.

Section 4.04 Household Data

U.S. Census estimates calculated on a five (5) mile radius of 100 North Main Street:



**City of O’Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

2019 Population by Occupation Classification	90,610
<ul style="list-style-type: none"> • Civilian Employed • Civilian Unemployed • Civilian Non-Labor Force • Armed Forces 	<p>62,686 (69.18%) 1,833 (2.02%) 26,048 (28.75%) 43 (0.05%)</p>
Households by Martial Status	
<ul style="list-style-type: none"> • Married • Married No Children • Married with Children 	<p>25,486 13,208 12,278</p>
2019 Worker Travel Time to Job	59,916
<ul style="list-style-type: none"> • < 30 Minutes • 30-60 Minutes • 60+ Minutes 	<p>34,986 (58.39%) 22,299 (37.22%) 2,631 (4.39%)</p>
Households	
<ul style="list-style-type: none"> • 2024 Projection • 2019 Estimate • 2010 Census 	<p>43,705 41,400 37,937</p>
2019 Occupied Housing	41,400
<ul style="list-style-type: none"> • Owner Occupied • Renter Occupied 	<p>34,714 (83.91%) 6,686 (16.15%)</p>
2019 Housing Value	
<ul style="list-style-type: none"> • < \$100K • \$100K to \$200K • \$200K to \$300K • \$300K to \$400K • \$400 to \$500K • \$500K and above 	<p>1,911 (5.51%) 14,090 (40.59%) 12,261 (35.32%) 3,594 (10.35%) 1,545 (4.45%) 1,311 (3.78%)</p>

For additional U.S. Census data/estimates based upon specific sites in North O’Fallon, contact Ben Motil, O’Fallon’s Economic Development Coordinator, at (636) 379-5634.

Section 4.05 Employment

The City of O’Fallon has a labor force of 49,045 and employs 47,841 within its boundaries. The City’s largest employers include Mastercard’s Global Operations & Technology Center, Citi, True Manufacturing, Fort Zumwalt School District, O’Fallon City Government, and Progress West Hospital. The following chart is a sample of the largest employers in O’Fallon’s Northside.

North O'Fallon Major Employers	Employee Counts
Carshield	300
City of O’Fallon*	266
Cosmos Corporation (opening in 2020)	160



**City of O’Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

Fort Zumwalt School District*	915
Living Word Christian Academy	70
MEMC	350
Merric Milling	85
O'Fallon Casting	145
Permian Plastic	56
SAK	500
St. Dominic	85
True Manufacturing	1400 (est.)
VSM	100

* Employee Count in North O’Fallon

Section 4.06 Economy

See Exhibit G.

Section 4.07 Accolades

The City of O’Fallon strongly believes in the “live, work, learn, and play” philosophy to that creates an environment for families to thrive. As one of the nation’s fastest-growing cities, O’Fallon continues to build upon strengths and face its challenges with nationally recognized success. Recent honors include:



- #24 on Money Magazine’s “Best Places to Live in America”, 2019
- "Best Place to Live in the State of Missouri," www.ChamberofCommerce.org, 2019
- #52 on "The Top 101 Safest Cities in America," SafeHome.org, 2019
- Safest large City in Missouri, National Council for Home Safety, 2018 & 2019
- Ranked #8 by 247WallSt.com in its list of "America's 50 Best Cities to Live," 2017
- Ranked #3 by SmartAsset.com's on list of "Best Small Cities to Raise a Family," 2017
- Ranked #42 on Money Magazine "Top 100 Places to Live," 2017
- #2 on Military Times' listing of "Best Places for Vets," 2017
- One of the top 50 cities to “build your dream home,” goodcall.com, 2017
- “Safest City in Missouri” (pop. 75,000+), National Council of Home Safety/Security, 2017
- ApartmentList.com’s 8th best of the country’s “Top 10 Cities for Families 2017”

For additional honors/accolades, go to: <https://www.ofallon.mo.us/about-ofallon>

Article V. Supplemental Information (use additional sheets)

1. Name of primary contact, address and phone number.
2. What day(s) and time(s) is the primary contact available?
3. Provide a brief history of the company.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

4. Describe any name or ownership changes in the past five (5) years.
5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).
6. A list of three business/project references. Please include contact name, telephone number and email address.

Article VI. Response

The City of O'Fallon has set approximately 8 weeks (see actual due date and time in the section titled "Proposal Submission) for responses to this first phase of the proposal process. During this phase, the process will focus on development team experience, past performance, proposed grocery store concept, and general project timeline. A short-list of qualified responders will be provided in the second phase, detail on specific site options, project budget and financial capacity, public assistance requirements, and economic development impact.

Responses to this RFP must include the following information presented in the recommended format:

Section I – One-page Executive Summary of the proposed grocery store in North O'Fallon and development team.

Section II – Narrative on the proposed development team (e.g. company executives and project leaders, architects, engineers, project managers, general contractors, legal advisors, financing partners, consultants, real estate brokers); relevant experience and past project successes; previous use of any public assistance for grocery store projects; and list of on-going development projects.

Section III – Description of proposed grocery store concept, including a preliminary building and site concept; size and characteristics of grocery operations and any additional retail activity within the development; targeted customer market; and proposed ownership of the operation and management plan.

Section IV – Summary of project benefits and public-private partnership expectations; a preliminary project timeline with key milestones; and criteria for evaluating a North O'Fallon grocery store a long-term success.

Note: Responders are encouraged to include supporting materials and past project descriptions/visuals as proposal attachments.

Article VII. Evaluation Criteria

The City reserves the right to select the respondent best able to meet and exceed the stated purpose of this Request for Proposals. Criteria used to make this selection include, but are not limited to the following:

- Experience with delivering a full sized, well-managed grocery store including past performance on achieving project goals and meeting deadlines;
- Capabilities of proposed development team;



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

- Project concept and its ability to meet and exceed the City's expectations;
- Form and reasonableness of request for public assistance; and
- Additional public benefits generated by the development, including, but not limited to, land assembly of and improvements to underutilized properties, major infrastructure investments, community outreach programs, and school partnerships.

Article VII. Exhibits

Exhibit A	Project Boundary Map
Exhibit B	O'Fallon Station Site*
Exhibit C	St. Mary's Site*
Exhibit D	Tom Ginnever Site*
Exhibit E	Highway P/SCCAD Site*
Exhibit F	Highway M Site*
Exhibit G	Map of Latest Economic Activity in North O'Fallon
Exhibit H	2019 ESRI Tapestry Segmentation Report for O'Fallon, MO
Exhibit I	2017 Buxton Retail Leakage and Surplus Analysis

* *includes aerial, five-minute drive time map, and five-mile drive time map*

END OF SCOPE OF SERVICES



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

CITY OF O'FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 19-065 and to all the conditions imposed herein, the undersigned offers and agrees to provide development services for a Northside Grocery Store Project for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____ SIGNATURE: _____

ADDRESS: _____ NAME: _____

CITY: _____ TITLE: _____

STATE/ZIP: _____ PHONE NO.: _____

TAX ID NO.: _____ DATE: _____

EMAIL ADDRESS: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.



**City of O'Fallon – Economic Development
Northside Grocery Store Project
Request for Proposals #19-065**

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

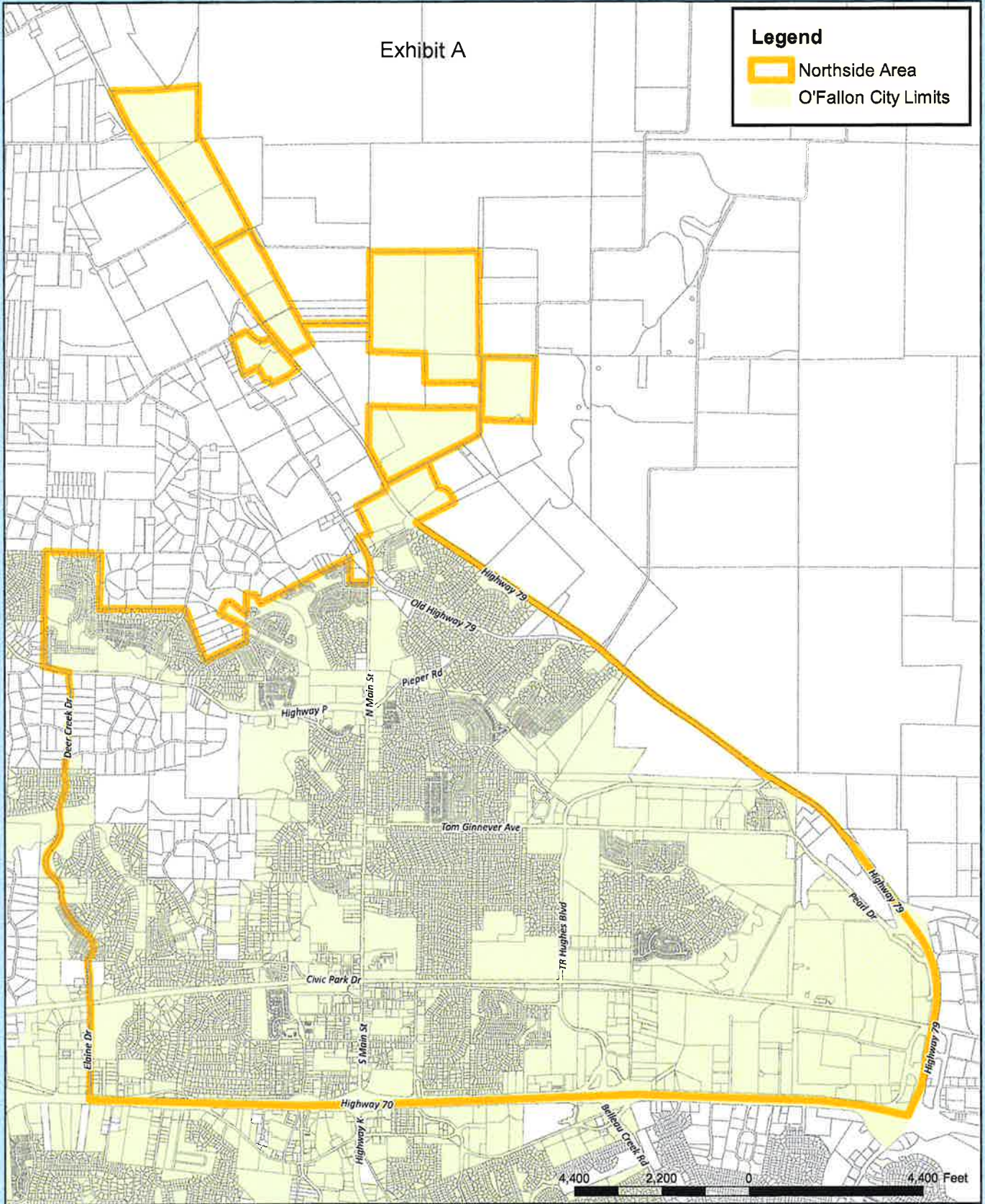
Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

Exhibit A

Legend

-  Northside Area
-  O'Fallon City Limits



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

Northside O'Fallon Area

Printed: 9/3/2019

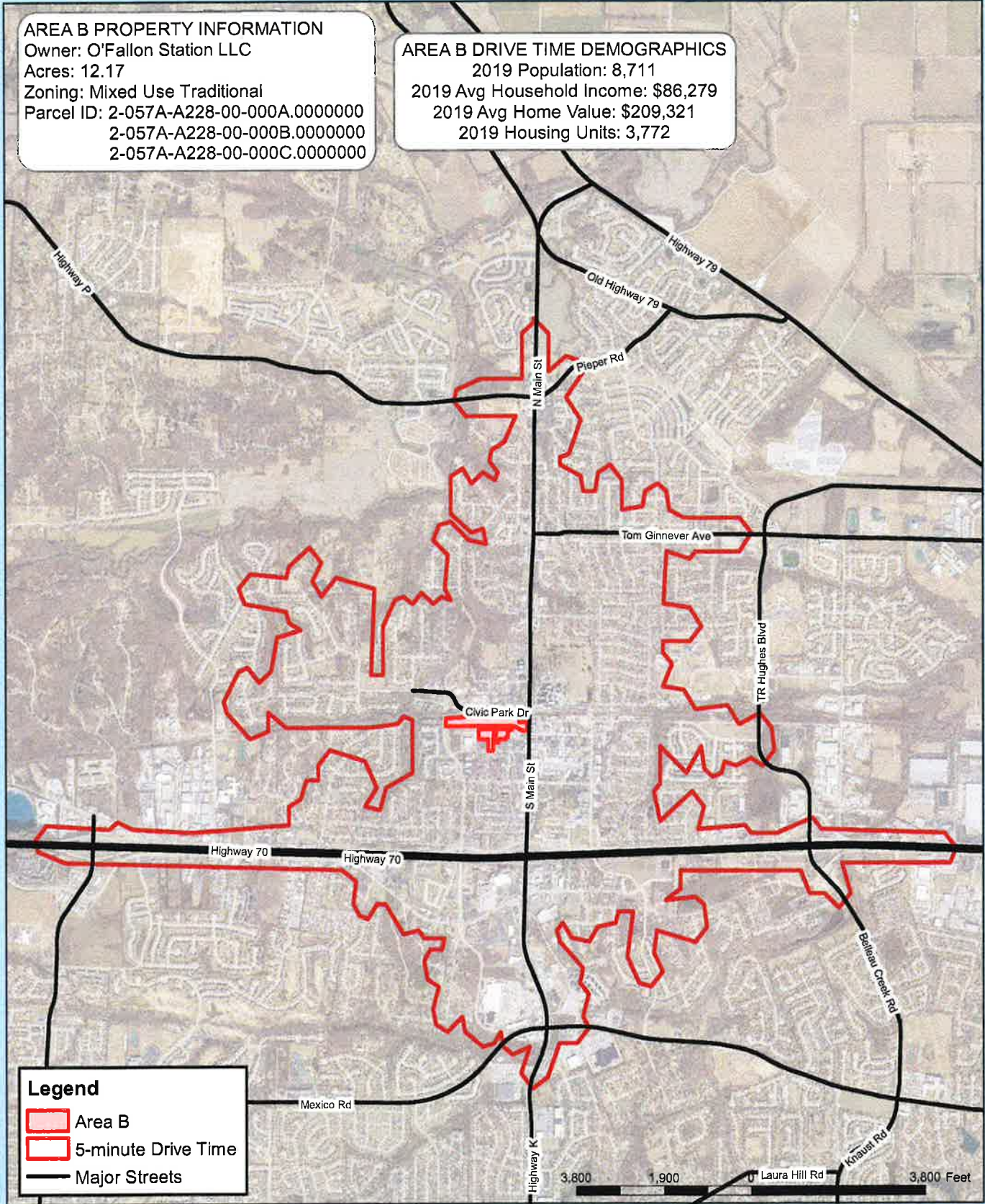




Exhibit B-2

AREA B PROPERTY INFORMATION
Owner: O'Fallon Station LLC
Acres: 12.17
Zoning: Mixed Use Traditional
Parcel ID: 2-057A-A228-00-000A.0000000
2-057A-A228-00-000B.0000000
2-057A-A228-00-000C.0000000

AREA B DRIVE TIME DEMOGRAPHICS
2019 Population: 8,711
2019 Avg Household Income: \$86,279
2019 Avg Home Value: \$209,321
2019 Housing Units: 3,772



Legend
Area B
5-minute Drive Time
Major Streets



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

N Main St - Project Area B

Drive Time and Demographics

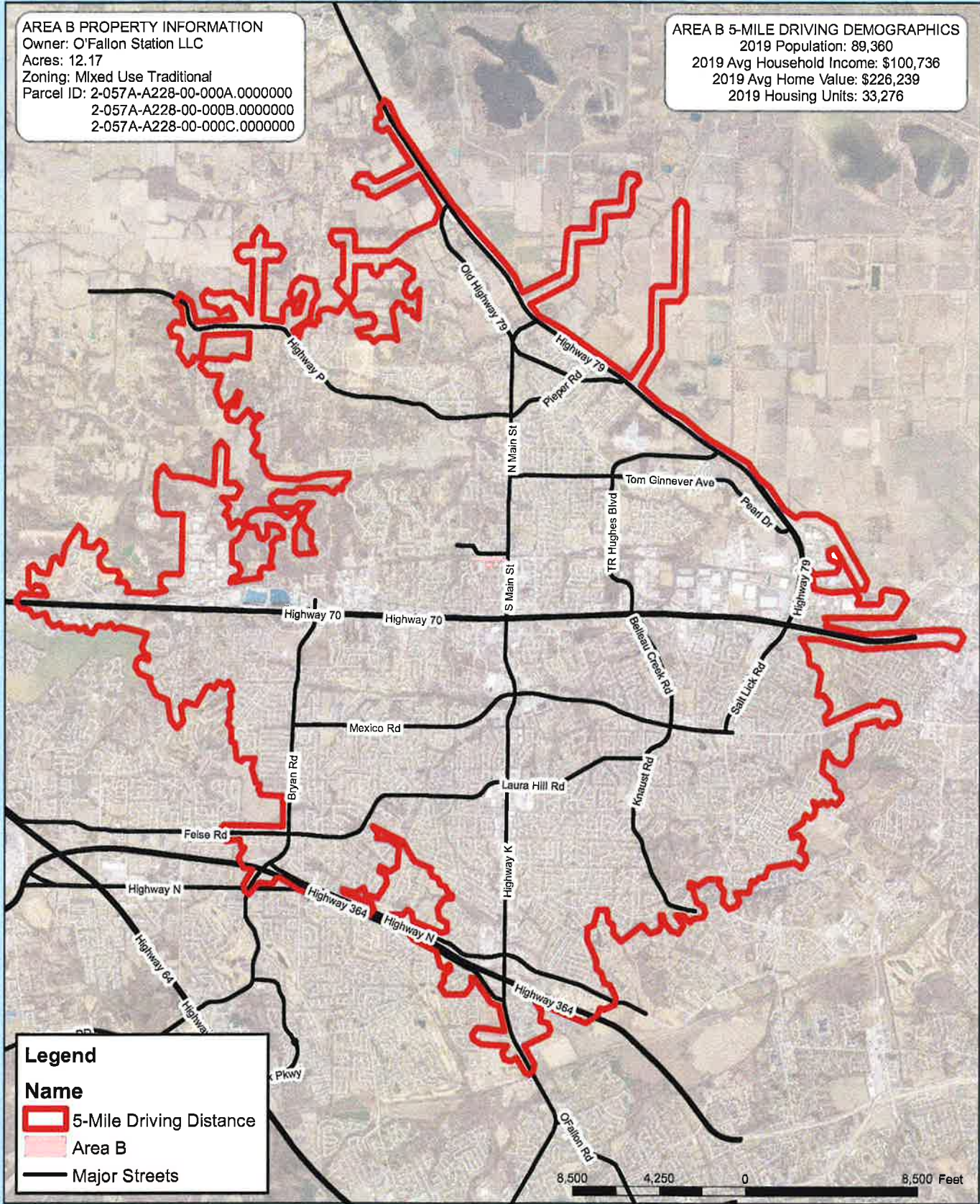
Printed: 8/5/2019



Exhibit B-3

AREA B PROPERTY INFORMATION
 Owner: O'Fallon Station LLC
 Acres: 12.17
 Zoning: Mixed Use Traditional
 Parcel ID: 2-057A-A228-00-000A.0000000
 2-057A-A228-00-000B.0000000
 2-057A-A228-00-000C.0000000

AREA B 5-MILE DRIVING DEMOGRAPHICS
 2019 Population: 89,360
 2019 Avg Household Income: \$100,736
 2019 Avg Home Value: \$226,239
 2019 Housing Units: 33,276



Legend

Name

- 5-Mile Driving Distance
- Area B
- Major Streets



Planning & Development
 Geographic Information Systems
 O'Fallon, Missouri

N Main St - Project Area B

5-Mile Driving Distance and Demographics

Printed: 8/28/2019

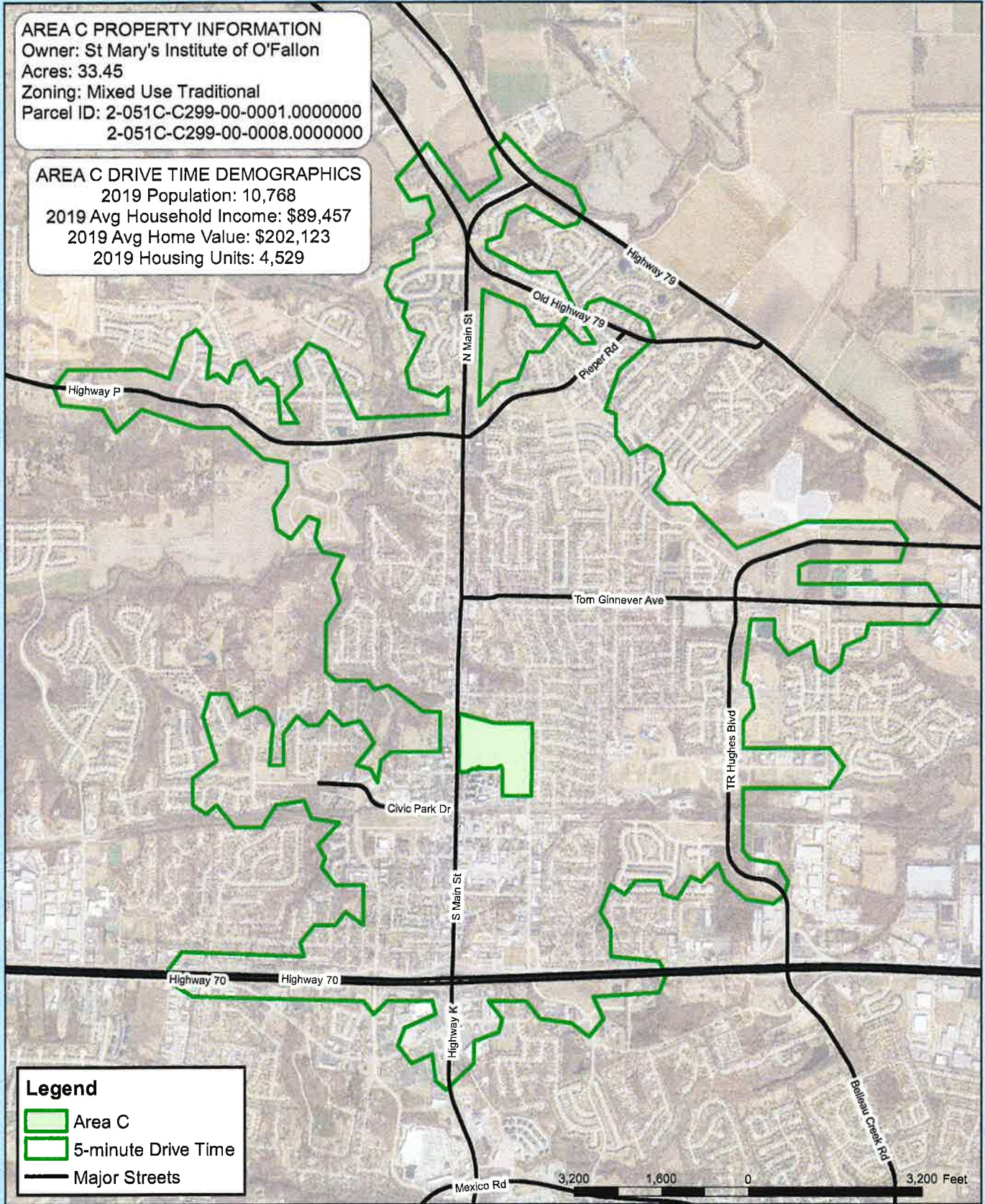




Exhibit C-2

AREA C PROPERTY INFORMATION
Owner: St Mary's Institute of O'Fallon
Acres: 33.45
Zoning: Mixed Use Traditional
Parcel ID: 2-051C-C299-00-0001.0000000
2-051C-C299-00-0008.0000000

AREA C DRIVE TIME DEMOGRAPHICS
2019 Population: 10,768
2019 Avg Household Income: \$89,457
2019 Avg Home Value: \$202,123
2019 Housing Units: 4,529



Legend

- Area C
- 5-minute Drive Time
- Major Streets



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

N Main St - Project Area C

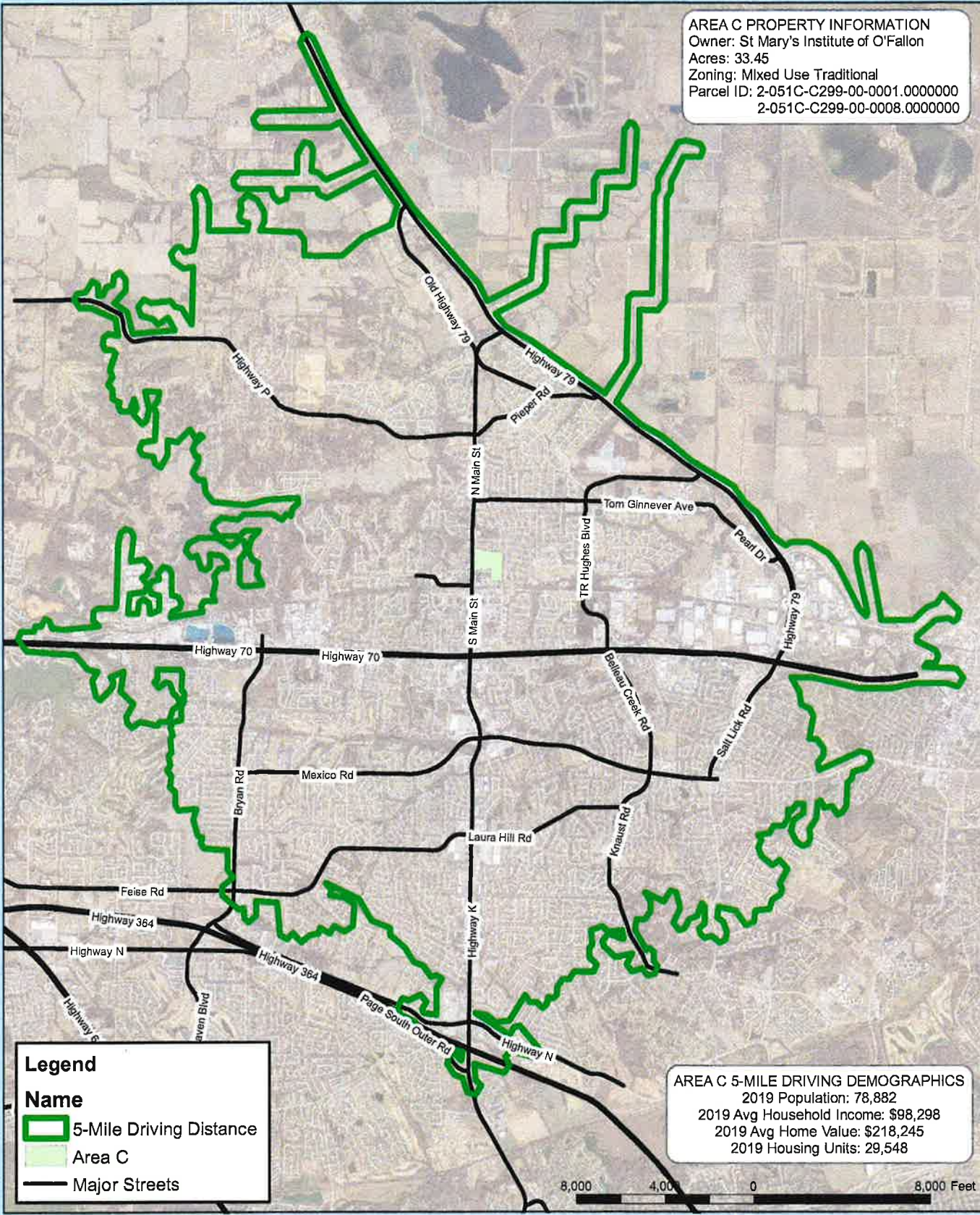
Drive Time and Demographics

Printed: 8/5/2019



Exhibit C-3

AREA C PROPERTY INFORMATION
 Owner: St Mary's Institute of O'Fallon
 Acres: 33.45
 Zoning: Mixed Use Traditional
 Parcel ID: 2-051C-C299-00-0001.0000000
 2-051C-C299-00-0008.0000000



Legend

Name

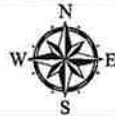
- 5-Mile Driving Distance
- Area C
- Major Streets

AREA C 5-MILE DRIVING DEMOGRAPHICS
 2019 Population: 78,882
 2019 Avg Household Income: \$98,298
 2019 Avg Home Value: \$218,245
 2019 Housing Units: 29,548



Planning & Development
 Geographic Information Systems
 O'Fallon, Missouri

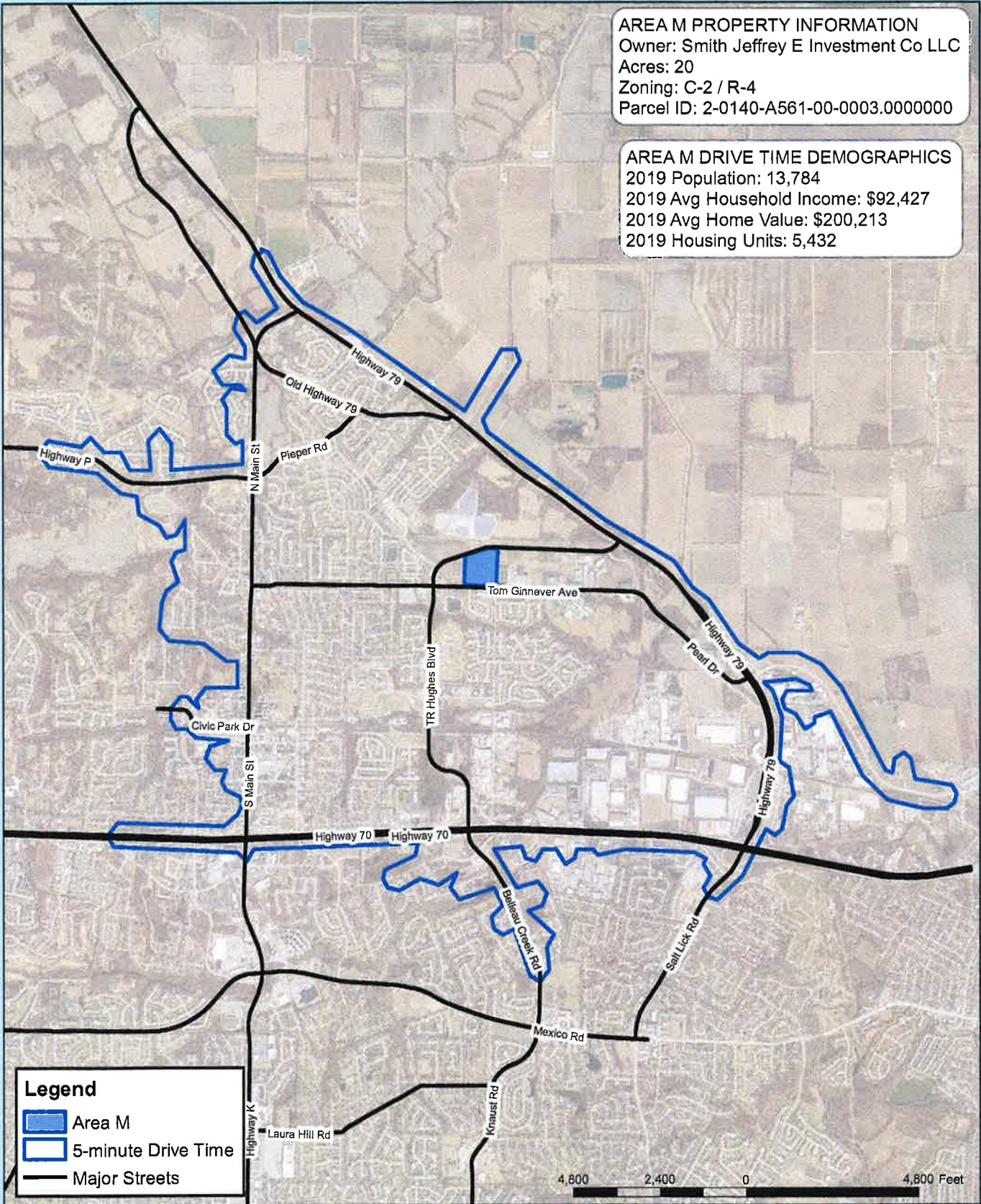
N Main St - Project Area C
 5-Mile Driving Distance and Demographics
 Printed: 8/28/2019





AREA M PROPERTY INFORMATION
Owner: Smith Jeffrey E Investment Co LLC
Acres: 20
Zoning: C-2 / R-4
Parcel ID: 2-0140-A561-00-0003.0000000

AREA M DRIVE TIME DEMOGRAPHICS
2019 Population: 13,784
2019 Avg Household Income: \$92,427
2019 Avg Home Value: \$200,213
2019 Housing Units: 5,432



Legend

- Area M
- 5-minute Drive Time
- Major Streets

4,800 2,400 0 4,800 Feet



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

N Main St - Project Area M

Drive Time and Demographics

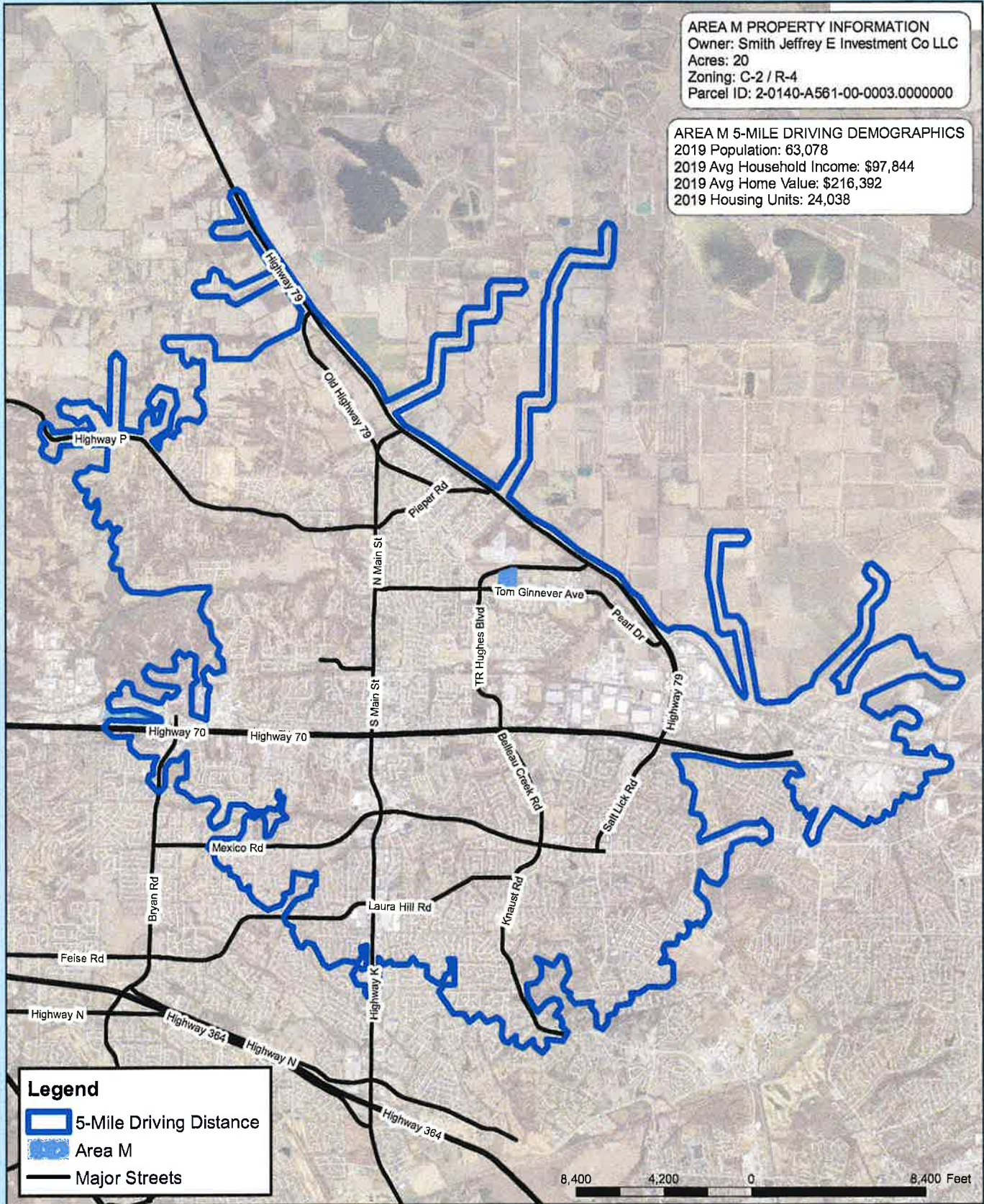
Printed: 8/5/2019



Exhibit D-3

AREA M PROPERTY INFORMATION
Owner: Smith Jeffrey E Investment Co LLC
Acres: 20
Zoning: C-2 / R-4
Parcel ID: 2-0140-A561-00-0003.0000000

AREA M 5-MILE DRIVING DEMOGRAPHICS
2019 Population: 63,078
2019 Avg Household Income: \$97,844
2019 Avg Home Value: \$216,392
2019 Housing Units: 24,038



Legend

- 5-Mile Driving Distance
- Area M
- Major Streets

8,400 4,200 0 8,400 Feet





Planning & Development
Geographic Information Systems
Ofallon, Missouri

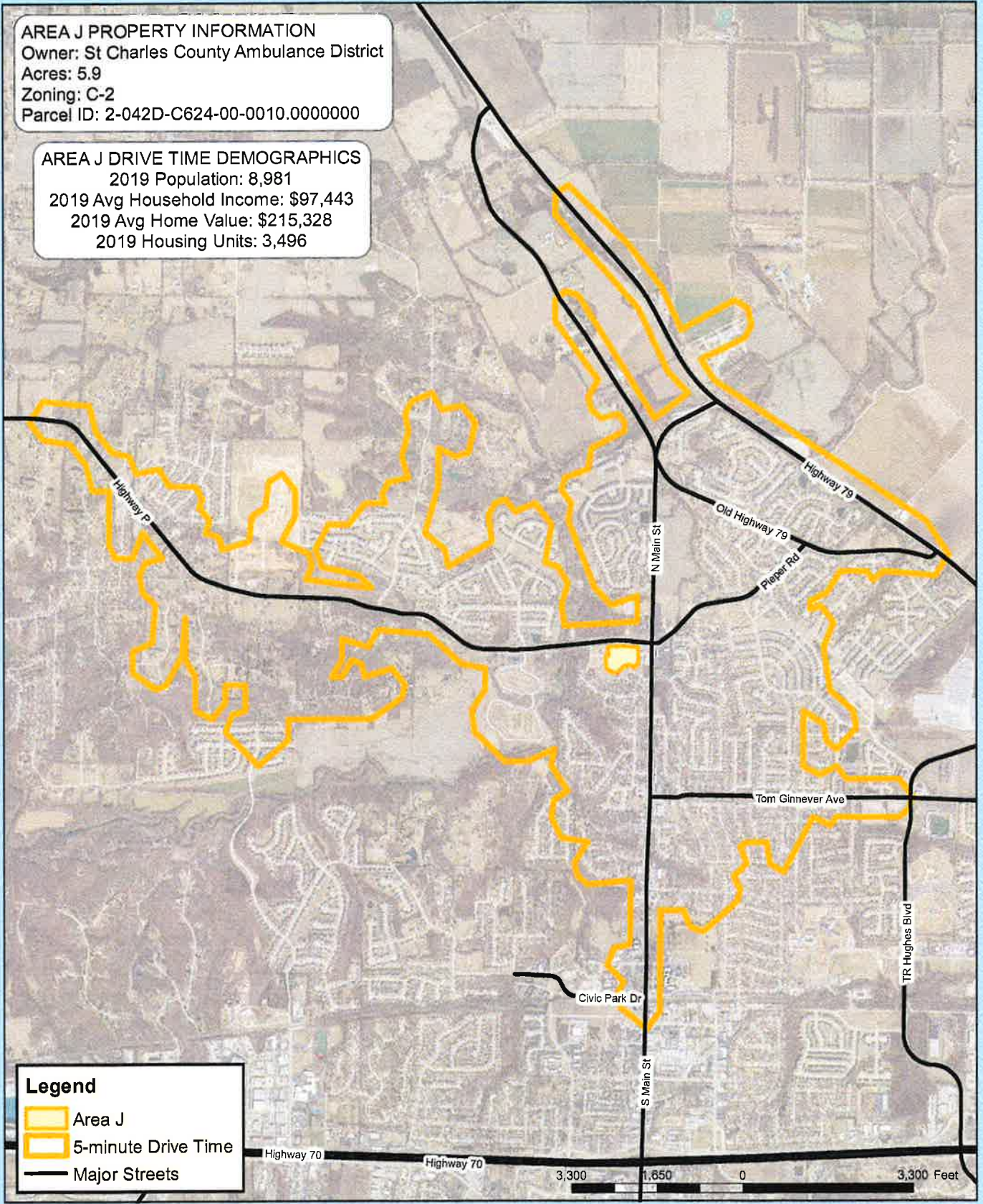
SCCAD Site

Printed: 9/17/2019



AREA J PROPERTY INFORMATION
Owner: St Charles County Ambulance District
Acres: 5.9
Zoning: C-2
Parcel ID: 2-042D-C624-00-0010.0000000

AREA J DRIVE TIME DEMOGRAPHICS
2019 Population: 8,981
2019 Avg Household Income: \$97,443
2019 Avg Home Value: \$215,328
2019 Housing Units: 3,496



Legend

- Area J
- 5-minute Drive Time
- Major Streets



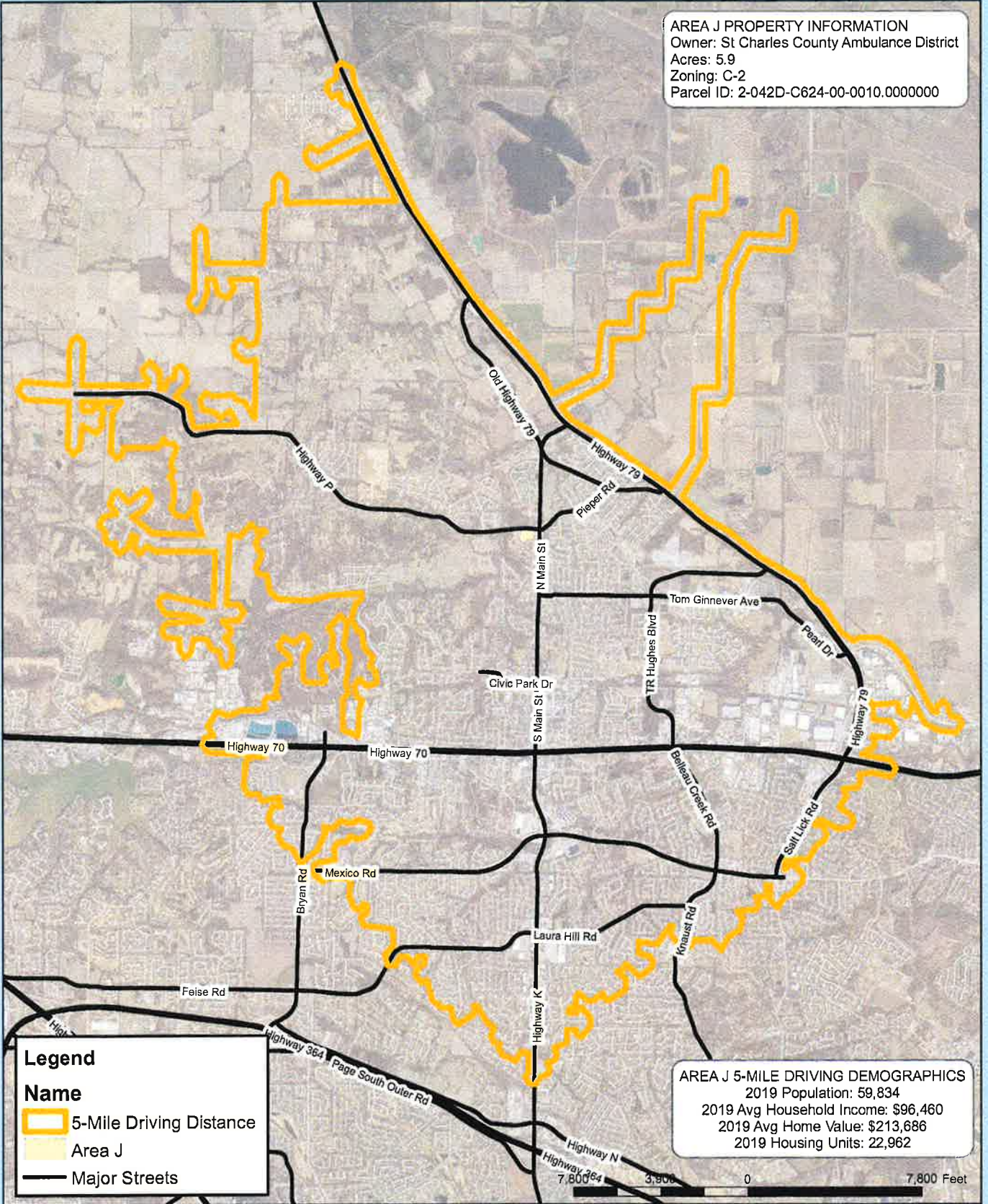
Planning & Development
Geographic Information Systems
O'Fallon, Missouri

N Main St - Project Area J

Drive Time and Demographics
Printed: 8/5/2019



AREA J PROPERTY INFORMATION
Owner: St Charles County Ambulance District
Acres: 5.9
Zoning: C-2
Parcel ID: 2-042D-C624-00-0010.0000000



AREA J 5-MILE DRIVING DEMOGRAPHICS
2019 Population: 59,834
2019 Avg Household Income: \$96,460
2019 Avg Home Value: \$213,686
2019 Housing Units: 22,962

Legend

Name

- 5-Mile Driving Distance
- Area J
- Major Streets



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

N Main St - Project Area J

5-Mile Driving Distance and Demographics

Printed: 8/28/2019



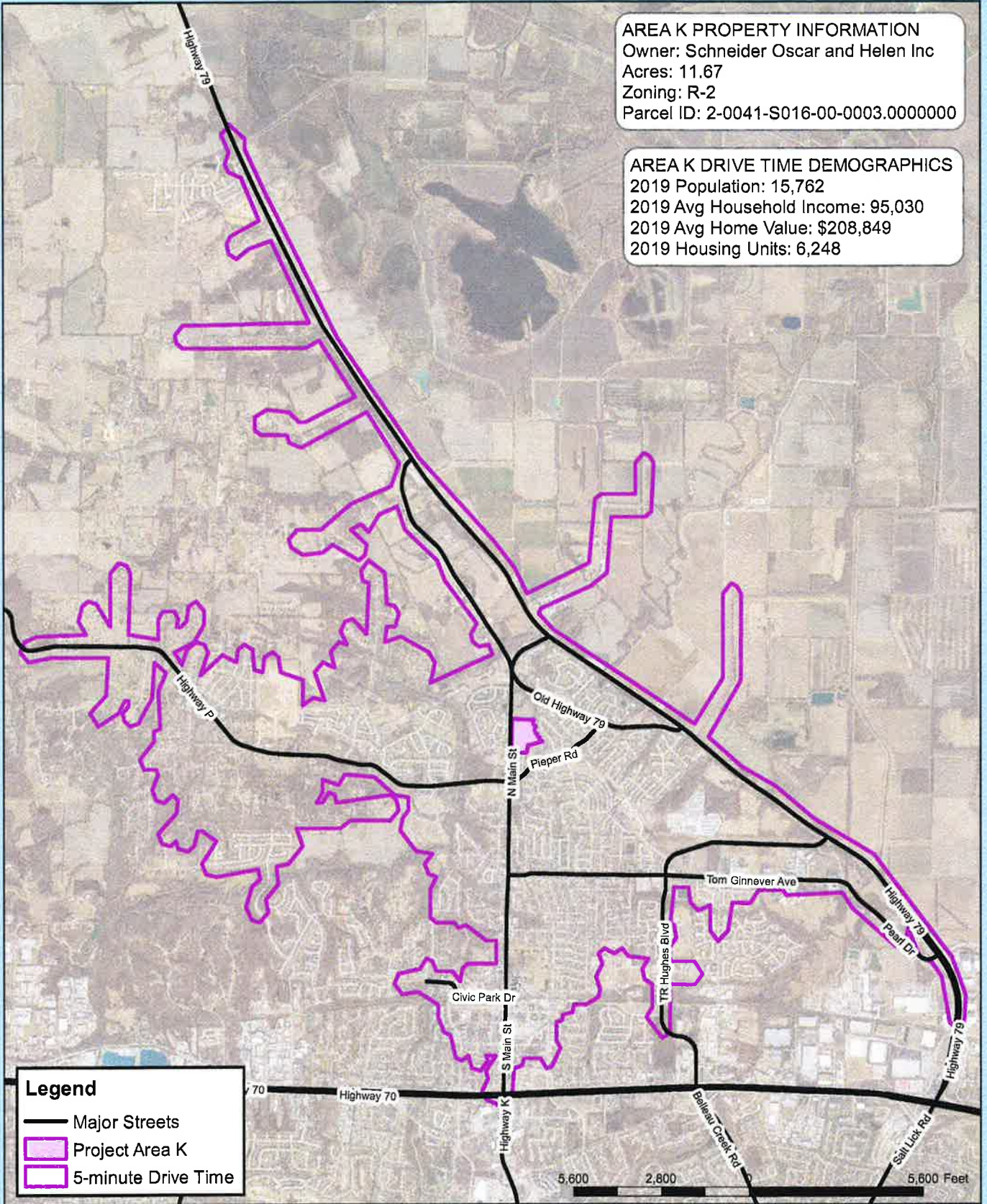


Exhibit F-1

Exhibit F-2

AREA K PROPERTY INFORMATION
Owner: Schneider Oscar and Helen Inc
Acres: 11.67
Zoning: R-2
Parcel ID: 2-0041-S016-00-0003.0000000

AREA K DRIVE TIME DEMOGRAPHICS
2019 Population: 15,762
2019 Avg Household Income: 95,030
2019 Avg Home Value: \$208,849
2019 Housing Units: 6,248



Legend

- Major Streets
- Project Area K
- 5-minute Drive Time



Planning & Development
Geographic Information Systems
O'Fallon, Missouri

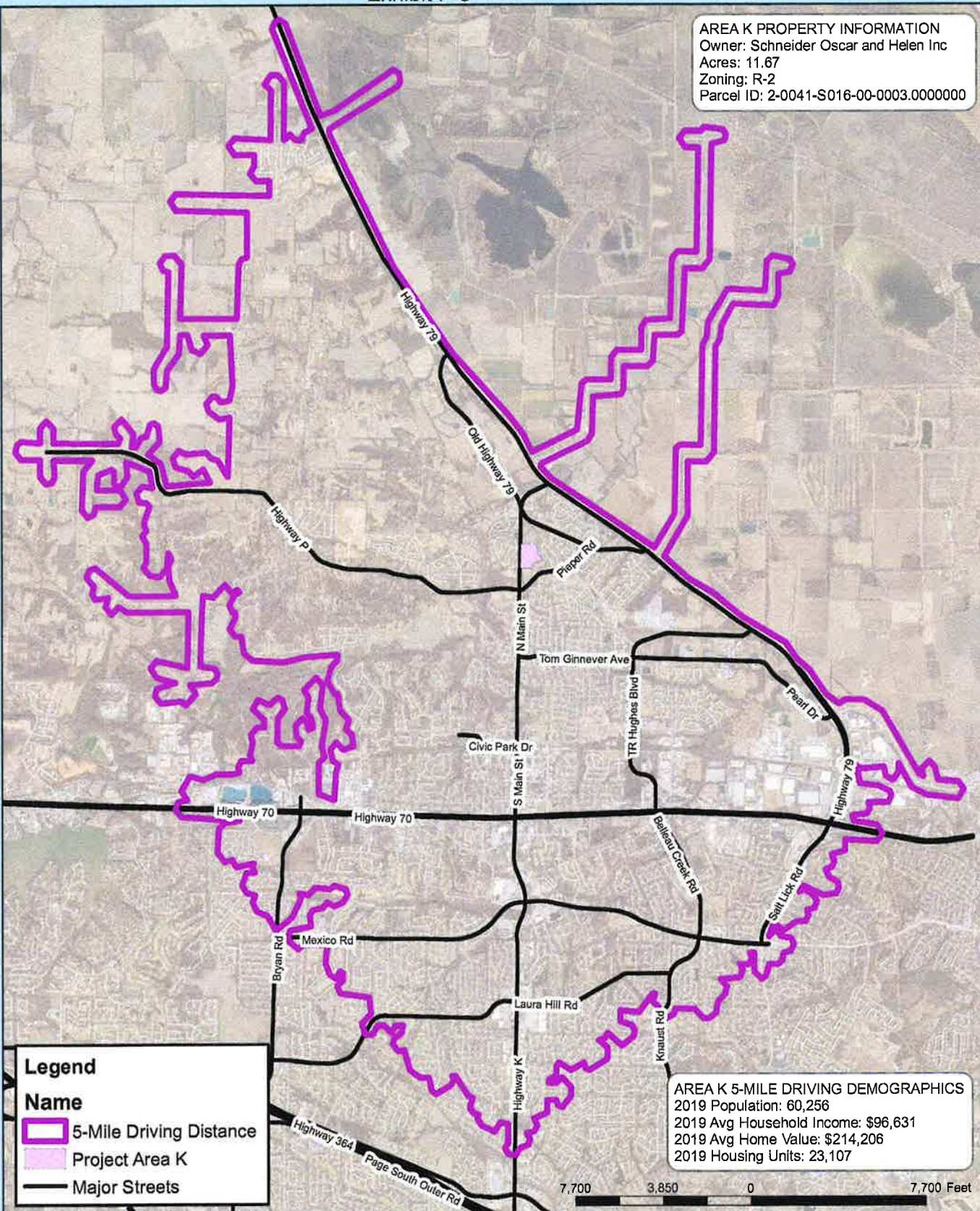
N Main St - Project Area K

Drive Time and Demographics
Printed: 8/5/2019



Exhibit F-3

AREA K PROPERTY INFORMATION
 Owner: Schneider Oscar and Helen Inc
 Acres: 11.67
 Zoning: R-2
 Parcel ID: 2-0041-S016-00-0003.0000000



AREA K 5-MILE DRIVING DEMOGRAPHICS
 2019 Population: 60,256
 2019 Avg Household Income: \$96,631
 2019 Avg Home Value: \$214,206
 2019 Housing Units: 23,107

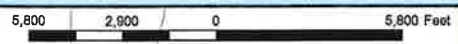
Legend

Name

-  5-Mile Driving Distance
-  Project Area K
-  Major Streets



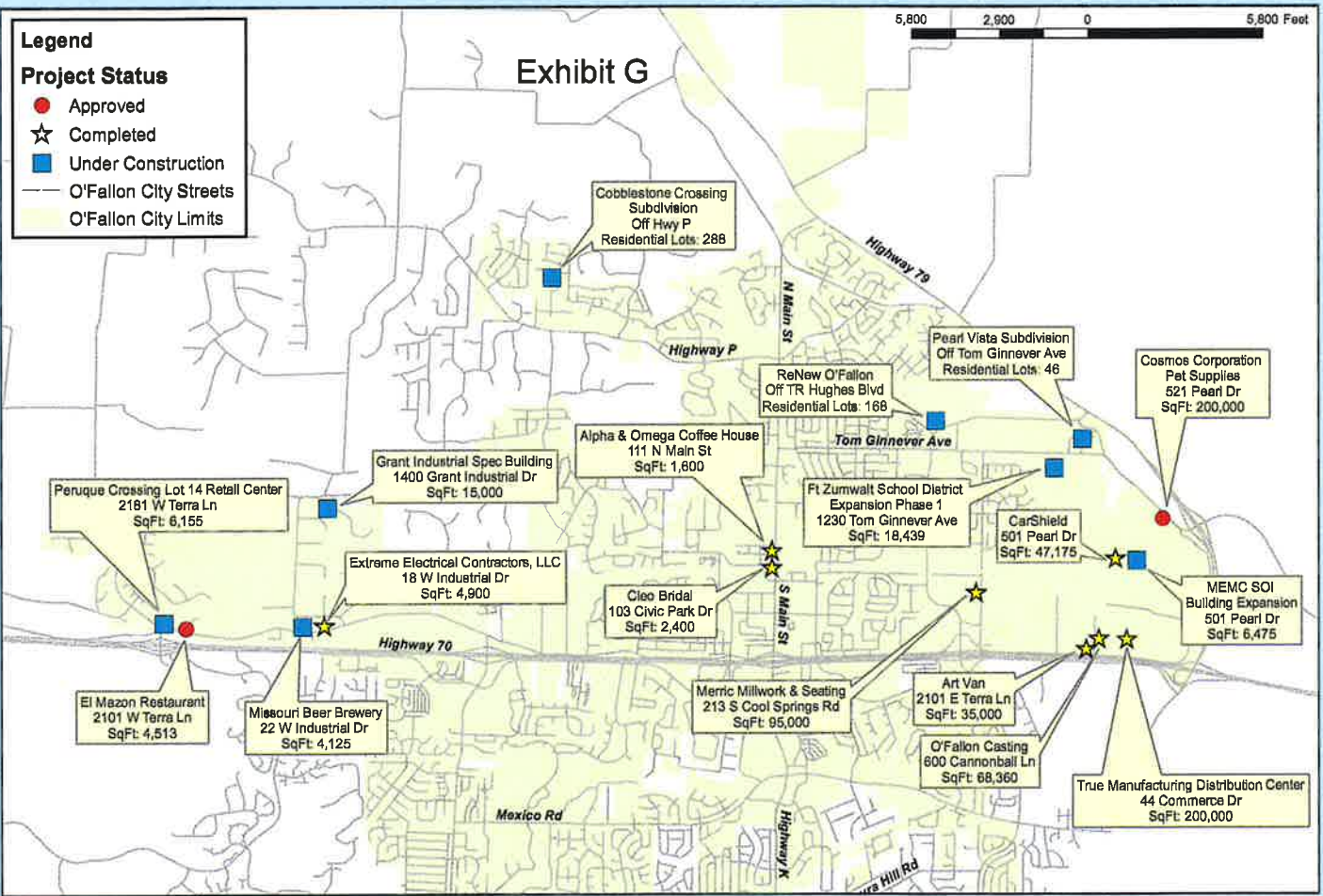
Exhibit G



Legend

Project Status

- Approved
- ★ Completed
- Under Construction
- O'Fallon City Streets
- O'Fallon City Limits



Planning & Development
 Geographic Information Systems
 O'Fallon, Missouri

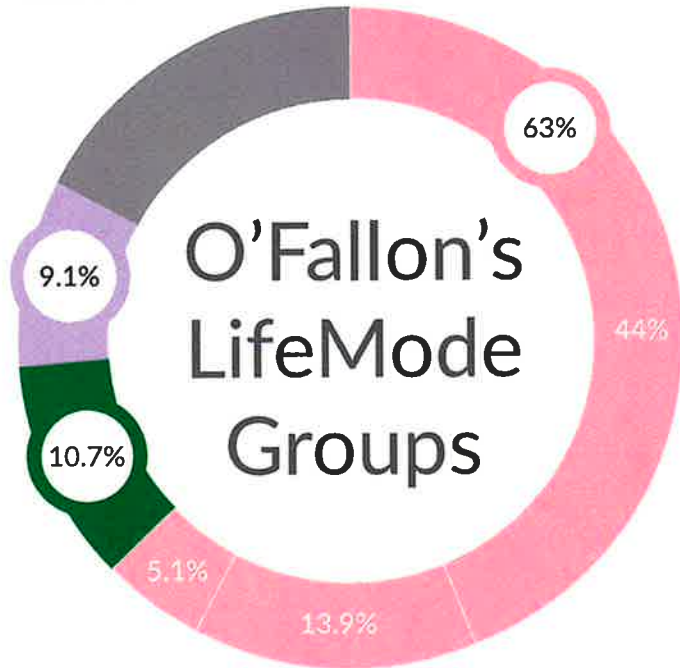
Economic Development Activity in North O'Fallon

Printed: 8/7/2019



O'FALLON, MISSOURI TAPESTRY™ SEGMENTATION

Exhibit H



- 63% LifeMode 4:** Family Landscapes
- 10.7% LifeMode 6:** Cozy Country Living
- 9.1% LifeMode 7:** Ethnic Enclaves
- 17.2%** Other various LifeMode Groups

Tapestry Segmentation divides U.S. residential areas into 14 distinct LifeMode groups, which are then subdivided into 67 unique segments based on their socioeconomic and demographic composition. By utilizing Tapestry's location-based intelligence and O'Fallon's demographics data, developers and site selectors can gauge the likelihood of success for new locations and expansions within the City.

Three out of five of O'Fallon's top Tapestry Segments fall within LifeMode Group 4 – Family Landscapes, for a total of 63% of O'Fallon's population. LifeMode Group 4 features primarily successful young families residing in their first homes and have at least two workers in the family, contributing to the second highest labor force participation rate nationally as well as low unemployment.

O'Fallon's other top Tapestry Segments include Green Acres (6A) at 10.7% and Up and Coming Families (7A) at 9.1%.

Green Acres
Up and Coming Families
Soccer Moms
Home Improvement
Middleburg

Source: 2019 Esri Tapestry Segmentation Report for O'Fallon, MO

O'FALLON, MISSOURI TAPESTRY™ SEGMENTATION

44% Soccer Moms

Soccer Moms is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.



13.9% Middleburg

Middleburg neighborhoods transformed from the easy pace of country living to semirural subdivisions in the last decade, when the housing boom reached out. Residents are conservative, family-oriented consumers. Still more country than rock and roll, they are thrifty but willing to carry some debt and are already investing in their futures. They rely on their smartphones and mobile devices to stay in touch and pride themselves on their expertise. They prefer to buy American and travel in the US. This market is younger but growing in size and assets.



10.7% Green Acres

The *Green Acres* lifestyle features country living and self-reliance. They are avid do-it-yourselfers, maintaining and remodeling their homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports: hunting and fishing, motorcycling, hiking and camping, and even golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.



9.1% Up and Coming Families

Up and Coming Families is a market in transition—residents are younger and more mobile and ethnically diverse than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new; their families are young. And this is one of the fastest-growing markets in the country.



5.1% Home Improvement

Married-couple families occupy well over half of these suburban households. Most *Home Improvement* residences are single-family homes that are owner occupied, with only one-fifth of the households occupied by renters. Education and diversity levels are similar to the US as a whole. These families spend a lot of time on the go and therefore tend to eat out regularly. When at home, weekends are consumed with home improvement and remodeling projects.



Source: 2019 Esri Tapestry Segmentation Report for O'Fallon, MO

Exhibit I

Retail Leakage and Surplus Analysis

10-minute drive-time around 38.810608, -90.699848

Sub-Categories of Food & Beverage Stores



Store Type	Potential	Estimated Sales	Surplus/Leakage
Supermarkets and Other Grocery (except Convenience) Stores	144,310,226	170,198,383	1.2
Convenience Stores	6,332,979	940,887	0.1
Specialty Food Stores	5,657,696	1,390,747	0.2
Beer, Wine, & Liquor Stores	16,158,857	4,103,365	0.3
Total Food & Beverage Stores	172,459,758	176,633,382	1.0

All estimates, projections or forecasts in this model are subject to errors, including statistical error, error due to the subjective nature of some data, error due to changes in demographics, error based on lagging competitor information or growth data, and error due to factors that are not included in the model. The user assumes all risk of reliance on this information.

Department of Procurement

REQUEST FOR PROPOSAL



RFP R24062

For

“Downtown Grocery Development”

Article I. General Information

Section 1.01 *Introduction*

The Unified Government of Wyandotte County/Kansas City, KS (UG) is excited to announce and solicit proposals for an urban grocery store development opportunity. The successful proposal will demonstrate the ability to develop and operate a 20,000 – 40,000 sq. grocery store or mixed use development project located in downtown Kansas City Kansas. See section 2.01 for the area boundaries. According to an independent market research study, the trade area, with an estimated 2011 population of nearly 16,000 residents is currently underserved by a 32 percent void in market share for the grocery store operations. With no known or reported competitive moves planned for the trade area encompassing the Downtown area, this represents a unique opportunity for a successful retail grocery store development.

The Unified Government is prepared to offer special financing incentives for the ideal proposal. Several new single-family housing and major infrastructure projects have been recently completed within the trade area boundaries. The access to healthy food choices and retail offerings is a critical next step in improving the quality of life for residents living in this section of our community.

Additionally, our Community has had recent success in designing creative incentive plans for both stand-alone grocery stores, as well as those that anchor retail centers. Recent stand-alone stores include the Happy Foods North at N55th & Leavenworth Rd, and the proposed Save-A-Lot at 21st & Metropolitan. Examples of grocers in retail centers include the Sun Fresh in Prescott Plaza, the Sun Fresh at Shawnee Plaza, and the proposed Price Chopper at Wyandotte Plaza. Furthermore, these stores also represent a variety of footprints, ranging from 15,000 sq. ft., to 75,000sqft, truly representative of the community's needs.

Article II. Project Scope

Section 2.01 *Intent*

The Unified Government of Wyandotte County/ Kansas City, Kansas (Unified Government) is seeking development proposals from end users, developers or development teams, for the Downtown Grocery Store RFP. The eligible area is bordered by 20th Street on the West, 1st Street on the East, Quindaro Blvd. on the North, including properties bordering Quindaro Blvd and Orville Ave. on the South (map attached). This delineated trade area has an estimated 2011 population of 15,533, which equates to a weekly supermarket sales potential of \$477,946.

Section 2.02 *Development Goals*

The goal of this RFP is to create an attractive, well managed grocery store to serve the residents of downtown Kansas City, Kansas and neighboring communities. Ideally, the proposal would be configured in a manner that maximizes the surrounding neighborhood's development potential.

Although the solicitation is focused primarily on attracting a grocery store, proposals incorporating a mixed use, office space, or other reasonable development approach could be considered given their ability to meet the minimum proposal standards and scope.

All new development will be expected to comply with the Unified Government's City-Wide Master Plan (which anticipates this development) as well as the design guidelines for commercial development. The Master Plan and Commercial Design Guidelines overlay district ordinance to assure high quality development. Examples of recent developments utilizing these standards include the new Family Dollar at 7th & Nebraska, Dollar General at 21st & Metropolitan and 27th & Quindaro as well as individual developments by users such as Mc Donald's, Sam's Club, Best Buy and the 39th and Rainbow project. For creative proposals, the Unified Government has a traditional Neighborhood Design ordinance available.

Article III. Property Data

Section 3.01 Ownership

Within the designated area there are open tracks of privately and public owned property. For any property owned by the Unified Government, the government is willing to entertain proposals including this ground as part of the project area. Land value can be negotiated as part of the overall proposal submitted.

Section 3.02 Incentives

There are currently six incentive districts already established within the defined RFP area. The established districts are: the Strawberry Hill Tax Increment Financing (TIF) District, the State Avenue Townhomes TIF district, the Zion TIF district, the Tremont Redevelopment District, the MT Carmel TIF district, and the East Parallel Redevelopment & TIF District. Of the existing districts, the East Parallel Redevelopment District has not initiated any project and the mechanisms for a TIF are in place. (see exhibit __ for maps of existing TIF districts)

The Economic Development Department for the Unified Government is willing to work with developers on getting the right bundle of incentives together to work in any location. Within the defined target area we are able to utilize any combination of the following incentives assuming the project meets the incentive criteria: Community Improvement Districts (CID), Tax Increment Financing (TIF), the Kansas Constitutional Property Tax Abatement (EDX), the Neighborhood Revitalization Area tax rebate and local property tax and sales tax agreements. For property owned by the Unified Government special consideration can be given to assist with lower site acquisition costs.

Depending on the needs of your particular project we would consider upfront financing through bond issuance, lower costs of ownership through tax abatements, or create ongoing revenue streams through tax sharing mechanisms. We are very committed to a grocery store in this target area and anticipate taking a strong incentive package to our elected body for consideration.

Article IV. Regional Development Factors

Section 4.01 Population

The Kansas City Metropolitan Area (MSA) which includes 15 counties in Missouri and Kansas, has seen steady, consistent growth in recent decades, and is now over two million people. Wyandotte County is the 4th largest County in the region—after Jackson County, MO, Johnson County, KS and Clay County, MO—with a population of over 157,000 people. Wyandotte County has lost population in recent decades, but the rate of decline has steadily decreased over the last decade. In fact, several areas of the county are experiencing resurgent growth, including older established neighborhoods.

Section 4.02 Income

The most current Census data shows median annual household income in the MSA is estimated at \$55,749. This exceeds the national average by about \$3,800. Wyandotte County's median household income is estimated to be \$38,503.

Section 4.03 Attractions

The Kansas City Metropolitan Area offers a wealth of attractions. The striking landscape provides beautiful bluff views of the Missouri River valley, and the area cities are improved with wide boulevards, generous parks, fantastic architecture and well-planned municipal services. In Wyandotte County, the booming Village West retail and entertainment area, located next to Kansas Speedway at I-435 and I-70 is the latest and one of the largest retail-entertainment districts in the MSA. In addition to the Kansas Speedway, the Legends at Village West—a 750,000 sq. ft. outdoor entertainment center offers specialty stores, unique retail, entertainment, and dining. Unique lodging options include the Great Wolf Lodge and Chateau Avalon. Set to open in February 2012, is the Hollywood Casino, a \$386 Million destination casino. This area is also home to Nebraska Furniture Mart (700,000 sq. ft.), Cabela's Outfitters (188,000sf) and the T-bones, an independent baseball team with the Northern League. Opened in 2011, Livestrong Park is the home of the Major League Soccer team, Sporting KC. Schilletterbahn Vacation Village, a \$750M water park, is also in the area.

The Kansas Speedway hosts two of NASCAR's premier series, the NEXTEL Cup Series. It also brings Indy Racing League's Indy Car Series, the NASCAR Busch and Craftsman Truck Series and ARCA's RE/MAX Series to Kansas City, Kansas, for expanded motor-sports action.

Section 4.04 Housing

The MSA offers a wide array of housing options, from newly converted downtown lofts to older neighborhoods in the region's "first suburbs" to new developments in fast-growing outer-ring suburbs. In comparison to other large metro areas, Kansas City's housing options are still highly affordable, with a large percent of the region's housing stock affordable to median-income families. The median home value in the metro area is \$158,500.

Wyandotte County has a predominantly older housing stock. Approximately 80% of the houses were built prior to 1970. The median housing value for the County is \$97,600. During the mid-2000's, the residential housing market experienced growth not seen since the 1960's. In Kansas City, Kansas alone, nearly 3,100 single family units were added. Since this time, the housing market has slowed significantly. However, Kansas City, Kansas and Wyandotte County are poised to see renewed growth in the housing market.

Section 4.05 Education

Overall education levels are higher in the MSA than the national average, with 39 percent of the region's population holding associates or higher degrees, compared to 35 percent nationally. Wyandotte County, by contrast, has a lower education level with 22 percent of its population holding an associate or higher degree.

Section 4.06 Economy

The metropolitan area economy closely mirrors that of the nation, but there are a few key differences. The area generally experiences solid, middle-of-the-road economic performance, without extremely high peaks or low valleys. The region's central location makes it a transportation hub, with the junction of several major interstates and the second largest rail center in the country. HCA Midwest Health Systems is the largest employer in the metro area with over 8,000 employees in 10 hospital campuses and many other health related centers. The following are other major employers in the metro area: Sprint Nextel (communications), 7,000 employees; Saint Luke's Health System (health care), 6,700 employees; Cerner Corp. (health care information technology), 5,700 employees; and Children's Mercy Hospitals and Clinics (health care), 5,100 employees.

Nearly one-third of Wyandotte County's employment consists of services related jobs (professional, technical, accommodations, information, etc.). This is followed by government jobs (federal, state and local) which make up 19% of the County's jobs. Additionally, manufacturing and retail/food each making up 14% of jobs. Between 2000 and 2010, annual payroll in the County increased by \$713 million.

Village West is a shopping and entertainment destination located in western Wyandotte County. Within Village West is the Legends (opened in 2006) which is a \$230 million shopping center housing nearly 855,000 square feet of retail, dining and entertainment. In 2011, 105 businesses, including 28 restaurants, were open in Village West and employing nearly 5,700 persons. In 2010, businesses generated over \$550 million in retail sales with local and state sales tax, use and transient guest collection of over \$48 million. STAR bonds issued for Village West and the Legends shopping district are on schedule to be retired by mid-year 2017.

In 2000 retail sales in Wyandotte County were \$1.3 billion and a 2011 estimate is \$1.9 billion. In the past five years, commercial projects in Kansas City, Kansas have been valued at \$645 million. With known upcoming projects over the next five years, commercial value added to the City over this 10-year period may approach \$1 billion.

Article V. Work Schedule

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

Issuance of RFP	Friday, June 22 nd , 2012
Last Day for Questions	Friday, August 31st, 2012
Proposals Due	Thur, Sept 13th, 2012 @ 3:00p
Short List of Proposers	TBD
Potential Interviews	TBD
Negotiations w/Proposer(s)	TBD
Begin construction	TBD

Article VI. Proposal Format

Section 6.01 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Jaime Clark, jclark@wycokck.org, Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

Section 6.02 RFP Process

This Request for Proposals ("RFP") is an invitation by the Unified Government for proposers to submit a proposal, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. One or more proposals may be accepted. A proposal for the entire property is preferred. However, individual proposals for individual parcels or combination thereof may be considered. Submittal of a proposal does not create any right or expectation of a contract with the Unified Government.

This Request for Proposals represents the initial step in the selection of a Developer for the Site. Responses to this RFP should (1) demonstrate the Proposer's specific expertise in developing high quality commercial projects; (2) disclose financial capability to undertake the proposed development, and (3) present a proposal for the development of the property to the Unified Government.

Each proposer to this RFP agrees that the preparation of all materials for submittal to the Unified Government and all presentations are at the proposer's sole cost and expense, and the UG shall, under any circumstances, be responsible for any costs or expenses incurred by a proposer. In addition, each proposer agrees that all documentation and materials submitted with a proposal shall remain the property of the UG.

Proposals which utilize TIF or other public assistance will be expected to develop MBE/WBE/LBE goals for design, construction and operational components of the new development along with implementing prevailing wage requirements for contractors and subs during the construction of the proposed project.

If the UG selects a proposer, it will negotiate an agreement with proposer. All legal rights and obligations between the selected proposer (s), if any, and the Unified Government will come into existence only when a lease is fully executed by the parties and approved by the UG Board of Commissioners.

The UG will designate a project manager to work closely with the proposer during the pre-development and construction process, including permitting and public review. The project manager will help the selected proposer coordinate with all Unified Government departments and applicable City Boards. This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the UG and any proposer.

Submittals are public records subject to disclosure under the Kansas Open Records Act. Information demonstrating the proposer's financial capabilities shall remain confidential.

Section 6.03 Electronic Filing Requirements

A proposer must submit a complete copy of its response via our eprocurement system. In addition a complete copy must be submitted on a USB drive. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in PDF or Microsoft Excel or Microsoft PowerPoint format.

Any proposer that does not comply with these policies may be disqualified from the procurement.

Section 6.04 Proposal Submittal

ALL PROPOSALS MUST BE SUBMITTED THROUGH THE EPROCUREMENT SYSTEM. ADDITIONAL COPIES MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – “RFP R24062 Downtown Grocery” (along with the name and address of the offeror)

1 Electronic and 11 Copies of your proposal and supplementary material should be submitted to:

Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

Section 6.05 *Authorized Signature*

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 6.06 *Proposal Format and Content*

The Unified Government has established an aggressive time frame for this proposal process. As a result, the proposal process will be split into two phases. Phase I will focus on the experience, qualifications, capacity and conceptual description of the development concept for the proposed site. Phase II of selection process will result in a short-list of proposers that will be requested to provide more detailed information regarding the development plan for the property.

Phase I Proposals - Please submit materials in keeping with the following format, identifying each item by letter and number.

1) Development Entity

Provide information relating to the development and management team including but not limited to:

- a) A full description of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or legal interest in the proposal.
- b) Complete description of the development team (e.g. architects, legal representatives, commercial tenants, real estate brokers/marketing representatives, proposed tenants, retail consultants, and contractor).including names, addresses, individual resumes' of those individuals to be assigned to the project; the responsibilities of each team member or firm; and the experience of all those involved.
- c) Identifying potential end users of the proposed development including type of business and nature of occupancy

2) Proposer Experience

- a) Describe relevant project experience with developments in urban locations and developments with other public entities with a focus on retail/entertainment projects. Please note that project delivery and the ability to deliver against a proven schedule of performance are critical aspects of the evaluation
- b) Please include the following information for each past project identified:
 - i) Location and photographs of the projects. General description of the project including the role of the development entity, a brief history of the project, and any unique challenges of the project.
 - ii) Identify the lease-up period and the commercial and/or retail tenants selected. Describe the relationship with tenant(s) and the approach used to incorporating retail/commercial uses into the project.
 - iii) Identify the key development team members of the project. If any team members are different from the team being proposed for this project, provide an explanation of why the new team member(s) were selected.

- iv) State whether or not development was undertaken in conjunction with public entities, with reference/contact information
- v) Present total development cost; identify the amount of debt and the amount of equity used to finance each project, and economic return(s) achieved.
- vi) Discuss the project's schedule and whether the project was on schedule and within budget.
- vii) Discussion of the project successes, including achievement of project specific goals. Provide any supporting documentation demonstrating success in buyer/renter satisfaction regarding after-sale/ongoing property maintenance/ management and operations for the uses proposed by the Proposer, as appropriate.

3) **Financial Capacity:**

- a) Submit evidence of financial capacity to undertake and sustain a successful project of this nature.
- b) Additional financial information may be required the selection committee. Such information will be reviewed by parties so as to protect the confidentiality of information deemed appropriate. Examples of such information may include:
 - i) An "audit" or "review" financial statement for the Proposer or development team prepared by an independent accounting firm in accordance with generally accepted accounting principles. At the UG's discretion, other information will be considered if it demonstrates the proposer's financial capacity to implement the proposed project.
 - ii) Identify the specific relationships (and contact information) for the entity(s) that provided the debt and equity invested in the projects identified in the "Proposer's Experience" section.
 - iii) Identify any real estate loan obligations of the proposer team that have been foreclosed on, declared in default, or defined as non-performing loans during the last five years.
 - iv) Sample Development Agreement from previous project

4) **Project Proposal & Business Terms**

- a) A narrative description including the sites to be utilized, the development concept, the square footage of proposed land uses, height, density and other detailed information about the site, building and urban design elements and relationships. Pedestrian and vehicular access and circulation should also be addressed. Include a description of how the project addresses the purpose and vision of the Unified Government.
 - i) Proposals that include a larger project area will be accepted and considered if the proposing developer can provide evidence of site control or a plan to acquire the additional parcels.
- b) Estimated project costs including:
 - i) Construction costs, site preparation and an estimate of "soft" costs to be incurred including, but not limited to, architecture and engineering fees; financial charges and all other relevant expenses or fees.

- ii) Identify any anticipated Unified Government financial involvement, direct or indirect, in implementing your proposal.
- c) State the key terms of the development proposal including: requested options; and the responsibilities proposed to be accepted by the Unified Government.
- d) A proposed timeframe for the development, including identification of any conditions that must be met before the proposal can become a reality.
- e) A description of the public benefits that will result from the proposed development. Evaluation and Selection

Section 6.07 Evaluation

Interested Proposer(s) will submit statements of qualifications and proposals in response to this RFP. Submittals delivered by the deadline indicated herein will be reviewed and evaluated based on the Evaluation Criteria for submittals outlined below.

During the second phase of the process, members of the Unified Government selection panel and/or consultants retained by the Unified Government will evaluate the submittals. At its discretion, the panel may contact references and industry sources, investigate previous projects and current commitments, interview some or all of the development team members, and take any other information into account in its evaluation of the responses. The Unified Government reserves the right to request clarification or additional information from proposers.

Based on the evaluations, a short list of the responsive Proposers will be prepared. These short listed Proposers may be interviewed by a review panel and may be asked for conceptual drawings, and additional details and/or clarifications regarding their proposed project as part of the interviews.

Based on the quality of the proposal, the proposed uses compatibility with the adjacent properties, ability to move quickly and required terms and conditions, the Selection Committee will recommend a Proposer(s) to the UG Commission for approval. The UG reserves the right to select a proposer(s) for all or a portion of the development.

Proposals may be evaluated and award made with or without discussions and/or negotiations with proposers. The Unified Government reserves the right to request additional information from any or all proposers. The Unified Government will review the proposer's capacity to finance or leverage financing for the proposed development partnership. This will include a review of appropriate equity in the project and a fair distribution of risk between the private and public sector.

Section 6.08 Selection Criteria

In the selection process, emphasis will be placed on the directly relevant qualifications and financial capacity of the proposer, and the financial terms being proposed. Submittals will be evaluated based upon the following:

- i) The development concept for the Site and its relationship to the goals and objectives of the Unified Government.
- ii) The public benefits that would be provided by the project.

- iii) The experience and the financial and organizational capacity of the developer in successfully planning and completing development projects of similar type and scale, on time and within budget.
- iv) The market and financial feasibility of the project.
- v) The anticipated ability of the project to secure necessary public and private funds.
- vi) Understanding of the regulatory approval process, as reflected by the Proposer's advisors and consultant team, business terms and conceptual development schedule.
- vii) Proposer's acceptance of RFP terms, completeness of submissions and compliance with the submission requirements of the RFP.
- viii) Establishment of clear lines of responsibility within the team upon which the UG can rely during negotiations and implementation of the project.
- ix) Ability of the Proposers and architects to implement high quality development projects within budget and with timely project delivery, including a limitation on claims or delays that may affect project timeliness.
- x) The use of creative site expansion options.
- xi) Other factors as appropriate.

Article VII. Exhibits

Exhibit A: Signature Form

Exhibit B: Maps

- **Downtown Master Plan**
- **TIF Boundary Site Plan**
- **Tremont Redevelopment**
- **East Parallel**
- **Zion**
- **Strawberry Hill**

Exhibit A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

RFP R24062

“Downtown Grocery Development”

**PROPOSAL FORM
AUTHORIZED SIGNATURE**

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of _____ days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

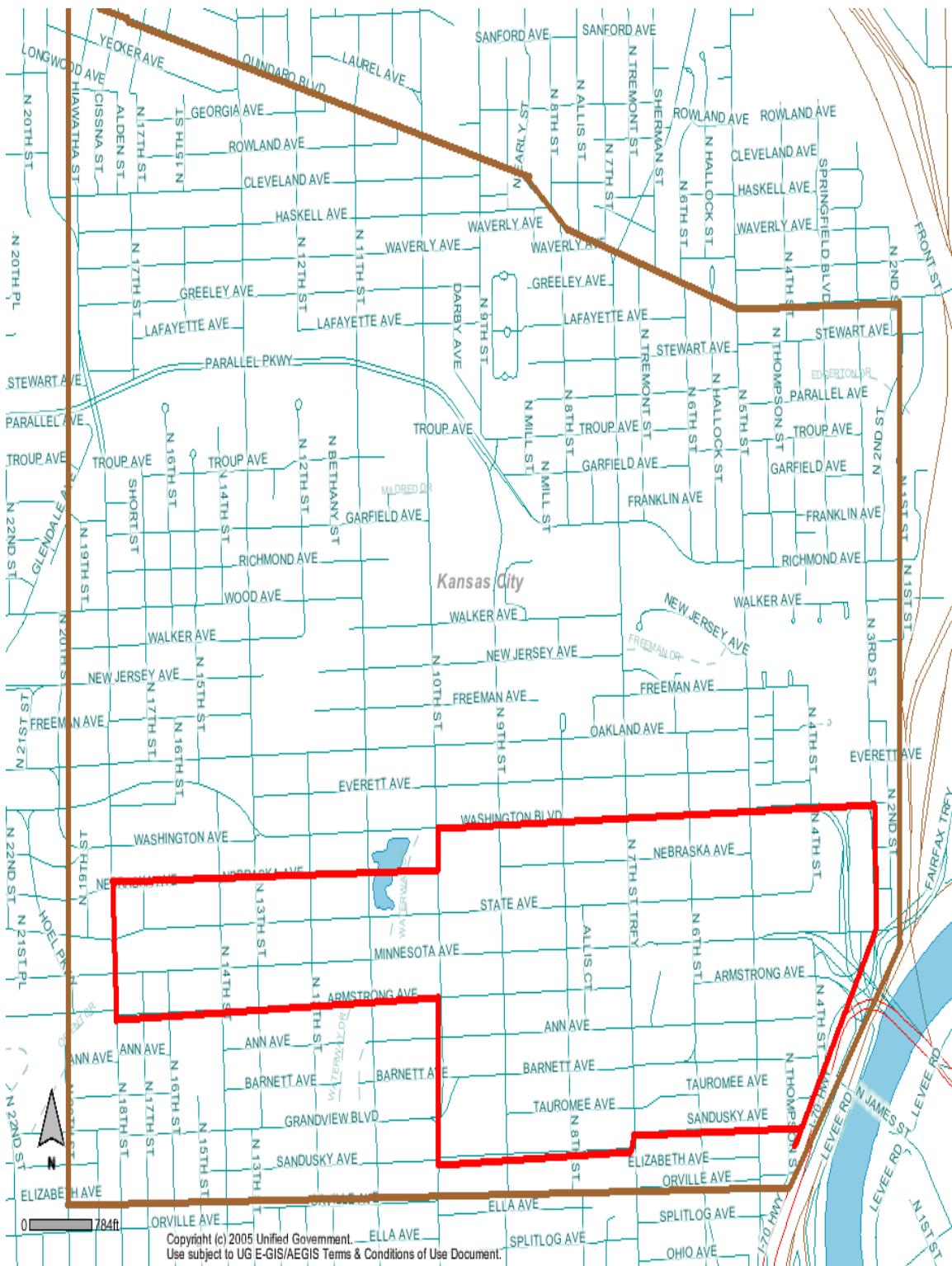
Phone Number: _____

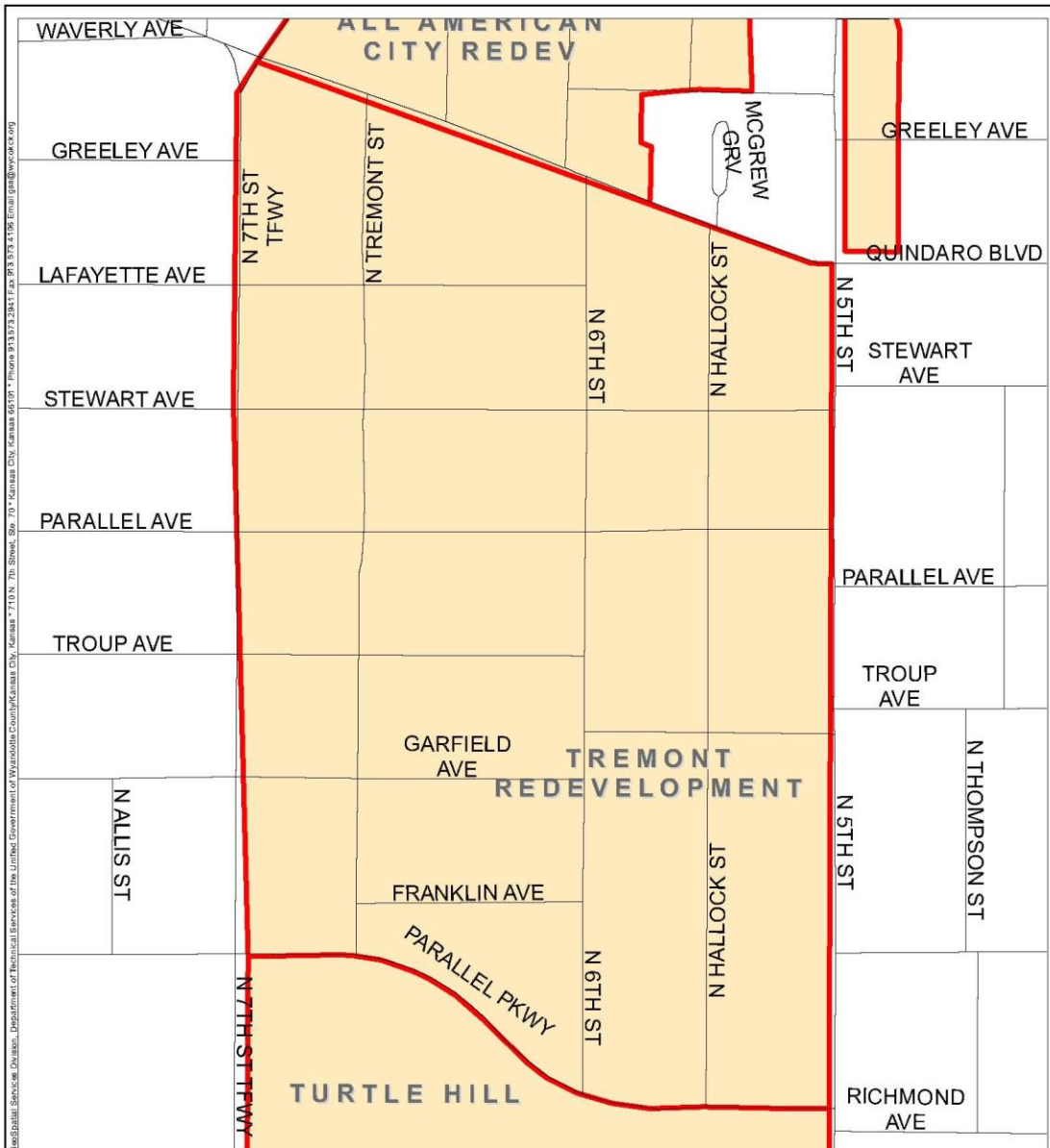
Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Exhibit B





Geospatial Services Division, Department of Technical Services of the Unified Government of Wyandotte County/Kansas City, Kansas • 710 N. 7th Street, Ste. 70 • Kansas City, Kansas 66101 • Phone 913.373.2347 Fax 913.373.2106 Email gsd@wyocok.org

DISCLAIMER OF WARRANTY AND ACCURACY
 Unified Government of Wyandotte Co., Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose.
 Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.
 Publication Date: April 13, 2010
 Contents Copyright © 2010 Unified Government
 All Rights Reserved
 DoiMap Web Mapper: <http://www.wyocok.org/doi/maps>

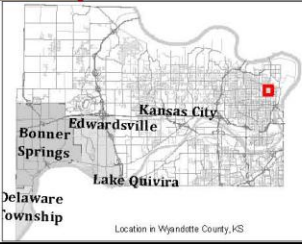
TREMONT REDEVELOPMENT

Wyandotte County, Kansas

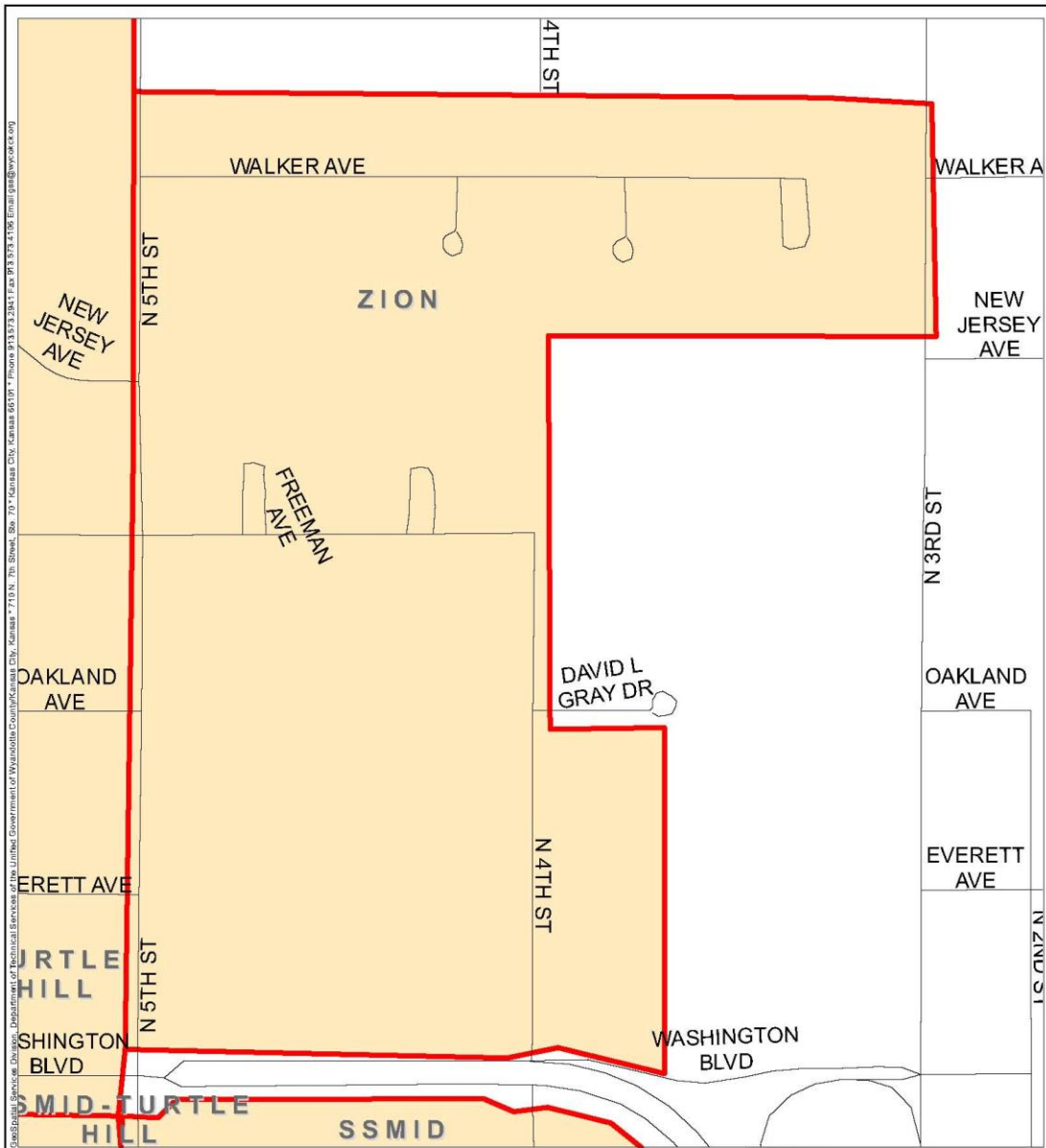
1 inch = 333.333333 feet



Legend
 TIF Districts







Qualified Professional Services: Bureau of Planning, Department of Business Services, Unified Government of Wyandotte County/Kansas City, Kansas • 710 N. 7th Street, Ste. 70 • Kansas City, Kansas 66101 • Phone 913.373.2347 Fax 913.373.4196 Email [mailto:planning@wyoct.org]

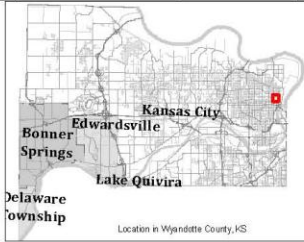
DISCLAIMER OF WARRANTY AND ACCURACY
 Unified Government of Wyandotte County, Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose.
 Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.

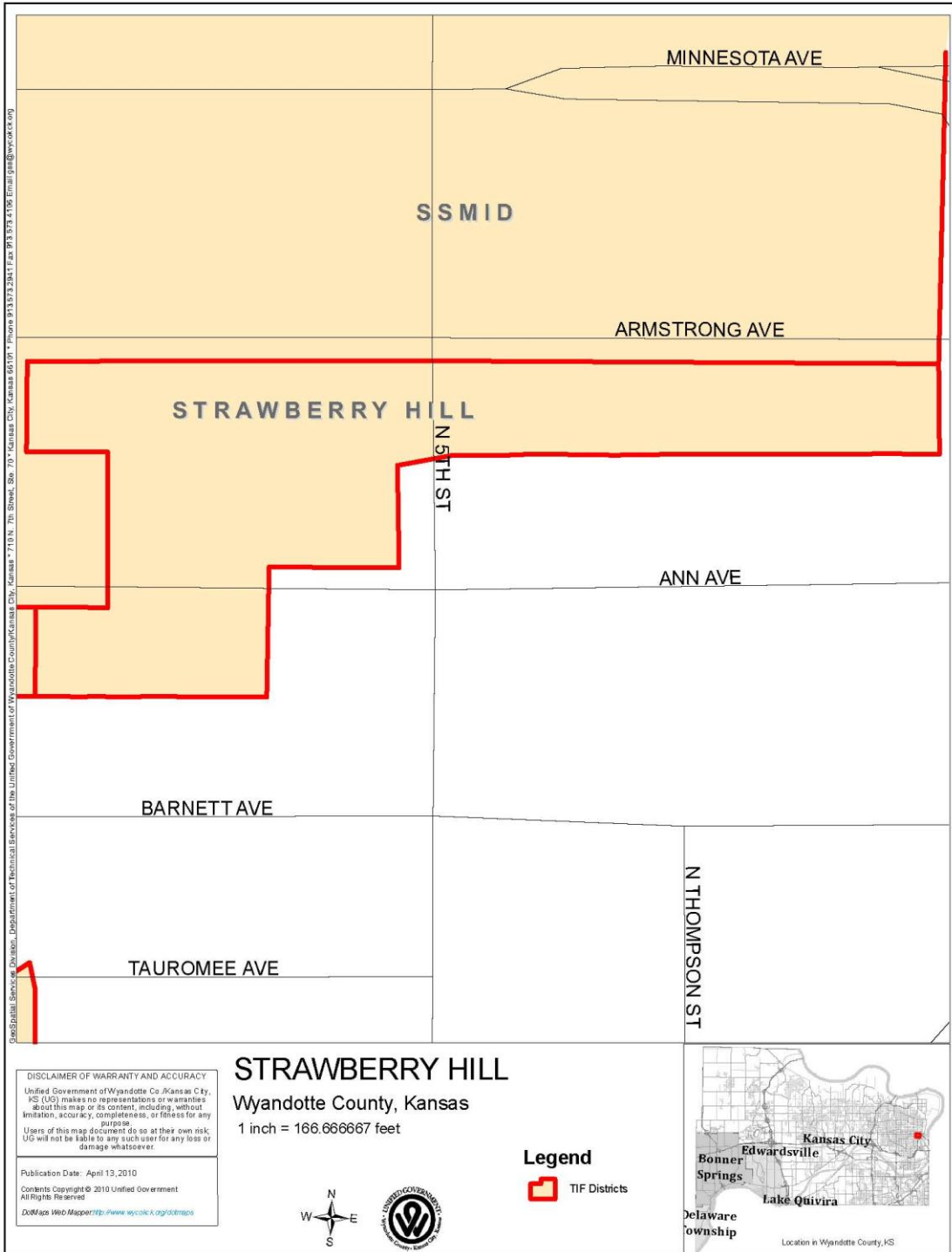
Publication Date: April 13, 2010
 Contents Copyright © 2010 Unified Government
 All Rights Reserved
 DoiMap Web Mapper: <http://www.wyoct.org/doi/maps>

ZION
 Wyandotte County, Kansas
 1 inch = 250 feet



Legend
 TIF Districts





DISCLAIMER OF WARRANTY AND ACCURACY
 Unified Government of Wyandotte County, Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose.
 Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.

Publication Date: April 13, 2010
 Contents Copyright © 2010 Unified Government
 All Rights Reserved
 DoiMap Web Mapper: <http://www.wyocokc.org/dotmaps>

STRAWBERRY HILL

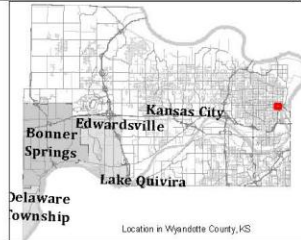
Wyandotte County, Kansas

1 inch = 166.666667 feet



Legend

 TIF Districts





Appendix D. MSU-E Food System Handout

What is the food system?

The food system is the interconnected web of people, places, activities, and policies involved in the production, processing, distribution, consumption, and disposal of food.

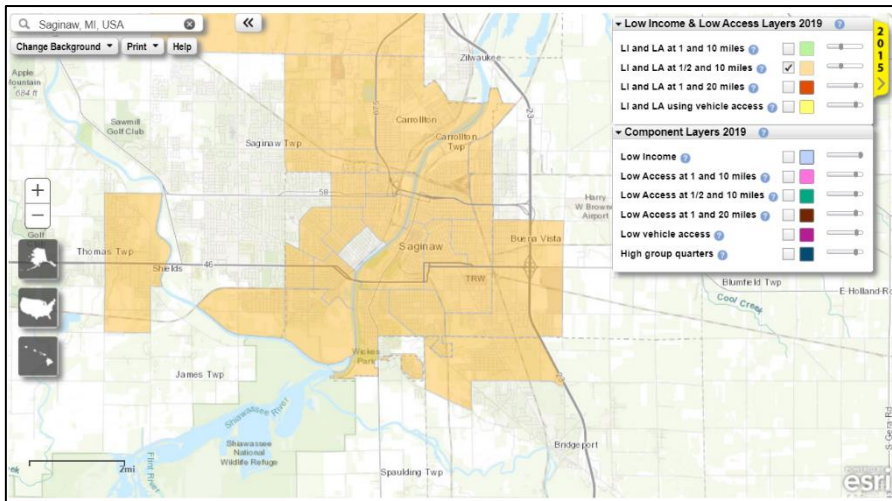
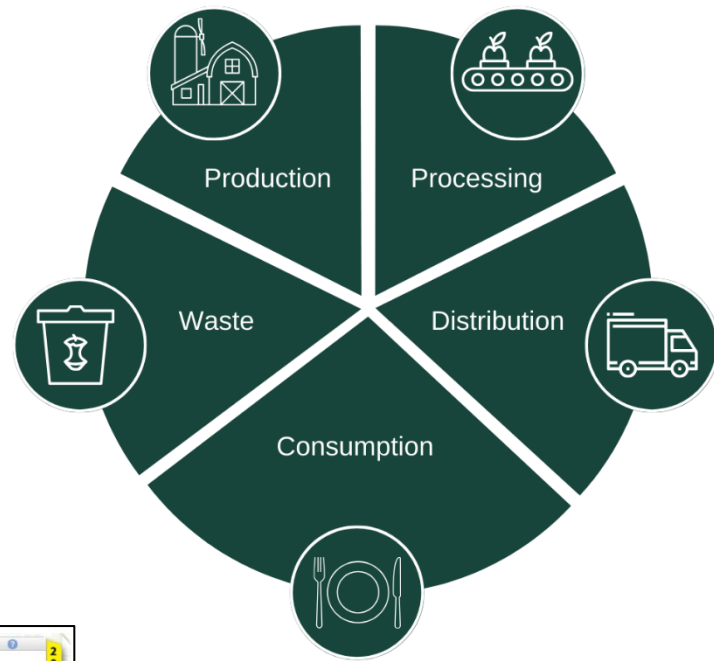


Figure 1. Low Income and Low Access at 1/2 and 10 miles (USDA Food Access Research Atlas)

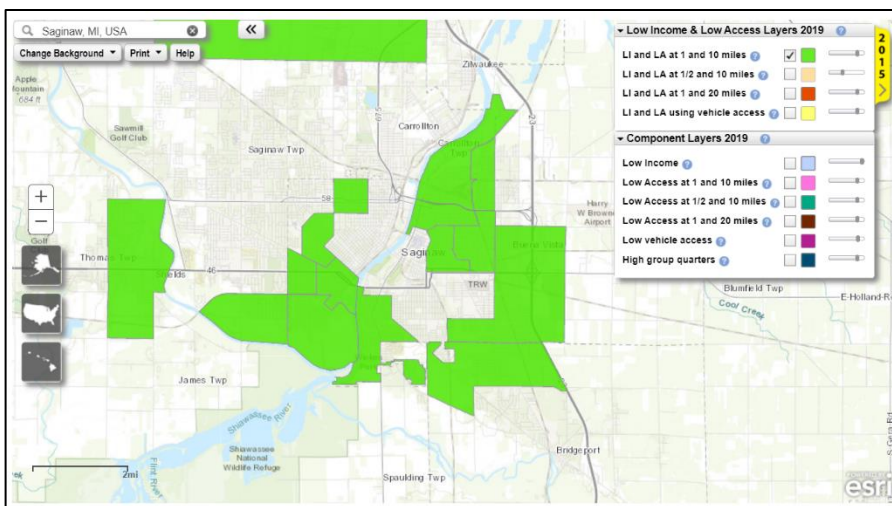


















Figure 2. Low Income and Low Access at 1 and 10 miles (USDA Food Access Research Atlas)

Food Access

Sometimes the term “food desert” is used to describe geographic areas with limited access to the foods that make up a healthy diet. The [USDA Food Access Research Atlas](https://www.ers.usda.gov/data-products/food-access-research-atlas/) shows food access levels by census tract. The Figures 1 & 2 show that most of the city of Saginaw falls into the “Low Income and Low Access at 1/2 mile” classification (figure 1), while portions of the city are classified as “Low Income and Low Access at 1 mile” (figure 2). Note that this data includes supercenters, supermarkets, and large grocery stores but does not include drug stores, dollar stores, convenience stores, and warehouse club stores. More info about this measurement can be found at: ers.usda.gov/data-products/food-access-research-atlas/

Common Food System Components

<p>Community Garden</p> <p>Definition: A piece of land gardened by a group of people collectively. Often in a community garden, individuals or families lease an area that they are responsible for tending, and the food grown on that plot is theirs to consume.</p> <p>Michigan Example: Rochester Community Garden</p> 	<p>Community Supported Agriculture</p> <p>Definition: A model of direct-to-consumer farm sales where consumers purchase a “farm share” at the beginning of the growing season and receive a weekly box of fruits and vegetables as items are ready for harvest throughout the growing season.</p> <p>Michigan Example: Find a CSA through the MI CSA Network</p> 
<p>Educational Farm</p> <p>Definition: a food production site that is focused on teaching about the process of agriculture and/or gardening</p> <p>Michigan Example: Edible Flint Educational Farm, DP-FLI</p> 	<p>Farmers Market</p> <p>Definition: A food market at which local farmers sell fruit and vegetables and often meat, cheese, and bakery products directly to consumers</p> <p>Saginaw Example: Downtown Saginaw Farmers Market</p> 
<p>Emergency Food</p> <p>Definition: The system of distributing food that exists to make sure that no one goes hungry. The emergency Food System includes institutions like: Food Banks, Food Pantries, and Soup Kitchens</p> <p>Saginaw Example: East Side Soup Kitchen, Saginaw Community Action</p> 	<p>Food Rescue Organization</p> <p>Definition: An organization that collects food that would otherwise be thrown away or composted and either distributes it through the emergency food system or processes it into a value-added product for donation or sale</p> <p>Saginaw Example: Hidden Harvest</p> 
<p>Food Bank</p> <p>Definition: a non-profit, charitable organization that distributes food to those who have difficulty purchasing enough, usually through intermediaries like food pantries and soup kitchens</p> <p>Saginaw Example: The Food Bank of Eastern Michigan serves Saginaw</p> 	<p>Food Hub</p> <p>Definition: a centrally located facility with a business management structure facilitating the aggregation, storage, processing, distribution, and/or marketing of locally/regionally produced food products</p> <p>Michigan Example: Flint Fresh Food Hub</p> 
<p>Food Pantry</p> <p>Definition: a distribution location where those in need can receive food</p> <p>Saginaw Example: Saginaw Food Pantry Map can be accessed through the Food Bank of Eastern Michigan</p> 	<p>Food Policy Council</p> <p>Definition: A network of food systems stakeholders who convene to support food system programs and policies in a geographic area</p> <p>Saginaw Example: Food Access Collaboration Team of Saginaw County</p> 
<p>Grocery Store</p> <p>Definition: A retail store that primarily sells food such as fruits, vegetables, meat, poultry, and canned and frozen foods.</p> <p>Saginaw Example: Great Giant Supermarket</p> 	<p>Cooperative Grocery Store</p> <p>Definition: A grocery store owned and governed by the customers who shop there</p> <p>Michigan Example: Eastside Lansing Food Co-op</p> 
<p>Food Club</p> <p>Definition: A food store where families with low-income pay a monthly fee and receive points with which to purchase the food</p> <p>Saginaw Example: Saginaw Food Club</p> 	<p>Non-profit Grocery Store</p> <p>Definition: A grocery store with a mission to provide access to affordable food, not focused on making a profit</p> <p>Michigan Example: The Bridge Food Center, Midland</p> 
<p>Food Business Incubator Space</p> <p>Definition: a location that provides food businesses with low-cost or free access to a licensed kitchen, food preparation, or food processing space.</p> <p>Michigan Example: Flint Food Works, FARM</p> 	<p>Food Hall</p> <p>Definition: a collection of small, usually locally owned restaurants and food vendors arranged around a communal seating area</p> <p>Saginaw Example: SVRC Marketplace</p> 

How Could MSU Extension Support?

In Saginaw County, MSU Extension's Community Food Systems Educator, Community Nutrition Instructors, and 4-H Program Coordinator support agriculture education, food system collaboration, and nutrition and physical activity Interventions. This programming leads to community members gaining knowledge about food production, nutrition, and healthy foods; increasing their daily physical activity; and increasing food security across Saginaw through Policy, Systems, and Environmental Changes. MSU Extension could increase impact in Saginaw by replicating projects occurring elsewhere in the state or expanding upon current programming.

The following are examples of MSU Extension projects across Michigan that involve one or more food system components:

The Detroit Partnership for Food, Learning, and Innovation (DP-FLI)

MSU operates the [Detroit Partnership for Food, Learning, and Innovation](#), an urban agriculture center dedicated to research and programming to improve the quality of life for Detroit residents and farmers. DPFLI serves as an **Educational Farm** that hosts educational classes, community events, internships, research projects, and youth programming focused on sustainable urban food production. The facility also serves as a community space for recreation, respite, and connecting with nature.

The site, located in northwest Detroit, is just under 3.5 acres on the former grounds of Thomas C. Houghten Elementary School. MSU selected the location in partnership with the City of Detroit and community members based on accessibility and presence of urban agriculture in the surrounding area.



Aerial view of DP-FLI site, 2022.
(@msu_detroit_ag on Instagram)

The Food, Agriculture, Research, Manufacturing Center (FARM)

The [Food, Agriculture, Research, Manufacturing Center](#) in Muskegon is a **Food Business Incubator Space** that is jointly run by MSU and Muskegon Community College and supported by the West Michigan Food Processing Association. FARM offers 8,000 square feet of food-grade industrial space with individual suites with flexible lease and space options. FARM is a collective effort to bring venture capital funds to new entrepreneurs in the West Michigan region; link college students together with entrepreneurs; and a one-stop shop of resources for entrepreneurs to take new innovations and technologies to commercialization. FARM enables successful entrepreneurs to take the next step in growing their business to full commercialization. FARM is supported by [MSU Extension](#), the [MSU Product Center](#), and the [MSU Institute of Agricultural Technology](#).



Rendering of FARM facility ([WMFPA](#))

Food Pantry Support

MSU provides support for **Food Pantries** in implementing Policy, Systems, and Environmental changes that lead to healthier choices and increased food access through the [SNAP-Ed program](#). Specifically, this intervention can support food pantries in transitioning to a “client choice” model, and provides nutrition, cultural competency, and food safety training for food pantry staff and volunteers.



Community Food Pantry (K. McClelland)

Youth Food Production & Agriculture Education

Saginaw County 4-H plans to partner with the Saginaw Food Club in 2024 to provide educational programming about food gardening to youth. This programming will provide educational experiences about agriculture through garden and orchard space in the city, including currently cultivated and uncultivated spaces. The skills learned will be helpful in starting and sustaining **Community Gardens** in Saginaw. The Saginaw Food Club then plans to provide hands on education with the grown produce in the kitchen. With additional support, this program could potentially expand to include more participants and more partners across the city.



Community Garden (K. McClelland)

Supplemental Nutrition Assistance Education Program

The Supplemental Nutrition Assistance Education Program (SNAP-Ed) teaches participants how to establish healthy eating habits and increase their time spent being physically active, while staying within a limited food budget. In addition, Policy, systems, and environmental (PSE) change interventions are utilized to improve a community's health by addressing socioeconomic factors and by making healthy choices more accessible, easier and the default choice.



#SNAPedWorks Funded by the USDA's Supplemental Nutrition Assistance Program—SNAP.
Delivered by MSU Extension.

Expanded Food and Nutrition Education Program

The Expanded Food and Nutrition Education Program (EFNEP) is the nation's first nutrition education program for low-income populations and remains at the forefront of nutrition education efforts to reduce nutrition insecurity of low-income families and youth today. The Expanded Food and Nutrition Education Program (EFNEP) is designed to help children and families acquire the knowledge, skills, attitudes and changed behavior necessary for nutritionally sound diets. Michigan State University Extension delivers EFNEP in a group setting to adults and youth in Saginaw County.





Appendix E: Representatives from Local Organizations and the City that Participated in Food- Access Conversations

- Dawn Earnesty, Ph.D., RDN, Senior Extension Specialist, MSU-E
- Jamie Forbes, Saginaw Transit Authority Regional Services (STARS)
- Robert Gollin, Urban Planner, City of Saginaw
- Kendra Kempf, Saginaw Community Foundation
- Kelly McClelland, Food Systems Educator, MSU-E
- Samantha McKenzie, Hidden Harvest
- Joshua Miller, Saginaw Independent School District
- Tom Miller Jr., Saginaw Future
- Tom Miller Sr., Saginaw County Land Bank
- Tim Morales, City Manager, City of Saginaw
- Dr. Pamela Pugh, Saginaw Just Transition Indaba
- Mark Rankin, District 9 Director, MSU-E
- Tina Swanton, MiHIA, and the Food Club
- Katie Wisneski, Food Bank of Eastern Michigan



Appendix F: Survey Results Presentation

Public Policy Associates



Saginaw Food Access Survey Results

Updated on 01-26-24



Public Policy Associates



Characteristics of Survey Respondents



Survey respondents are...

- Adults that live in the City of Saginaw (zip codes: 48601, 48602, 48603, 48607, 48609)
- Distributed across ages, but with fewer 18-24 year olds
- Mostly identify as women (76%)
- Most grocery shop for their household (all but 3%)
- More from the west side (62%) than the east side of the river including downtown (38%)
- Mostly low income- up to 200% of the federal poverty level (77%)
- Over half receive Medicaid (51%)
- Nearing half receive SNAP or food stamps (45%)
- More than half are in one or two-person households
- Most are food insecure (73%)
- Mostly White (48%), Black (35%) or Latino/a/x or Hispanic (10%)
- Total: 651 eligible respondents

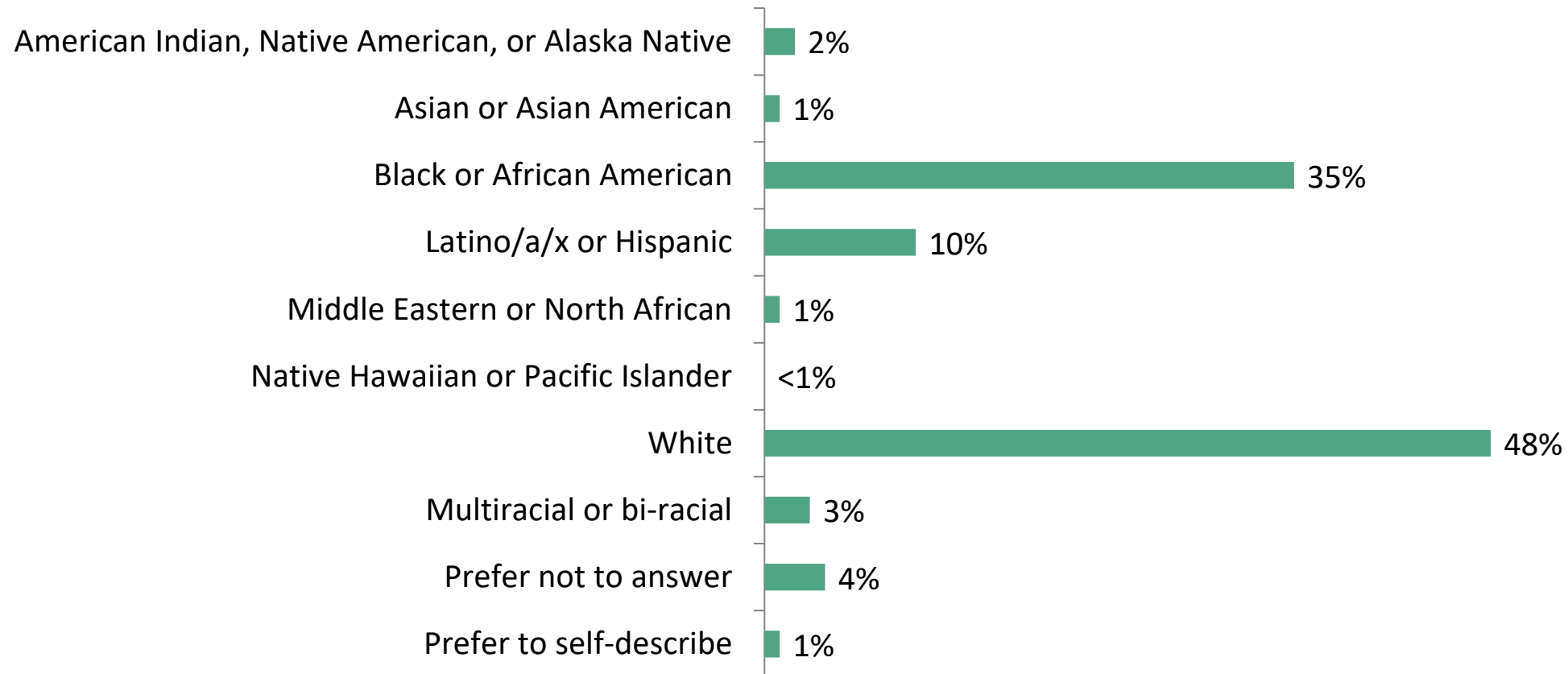
Survey limitations...

- Convenience sample
- Ineligible “bots” taking the survey- several step process to remove but resulted in some “noise” in the survey



How would you describe your race/ethnicity?

Respondents=648



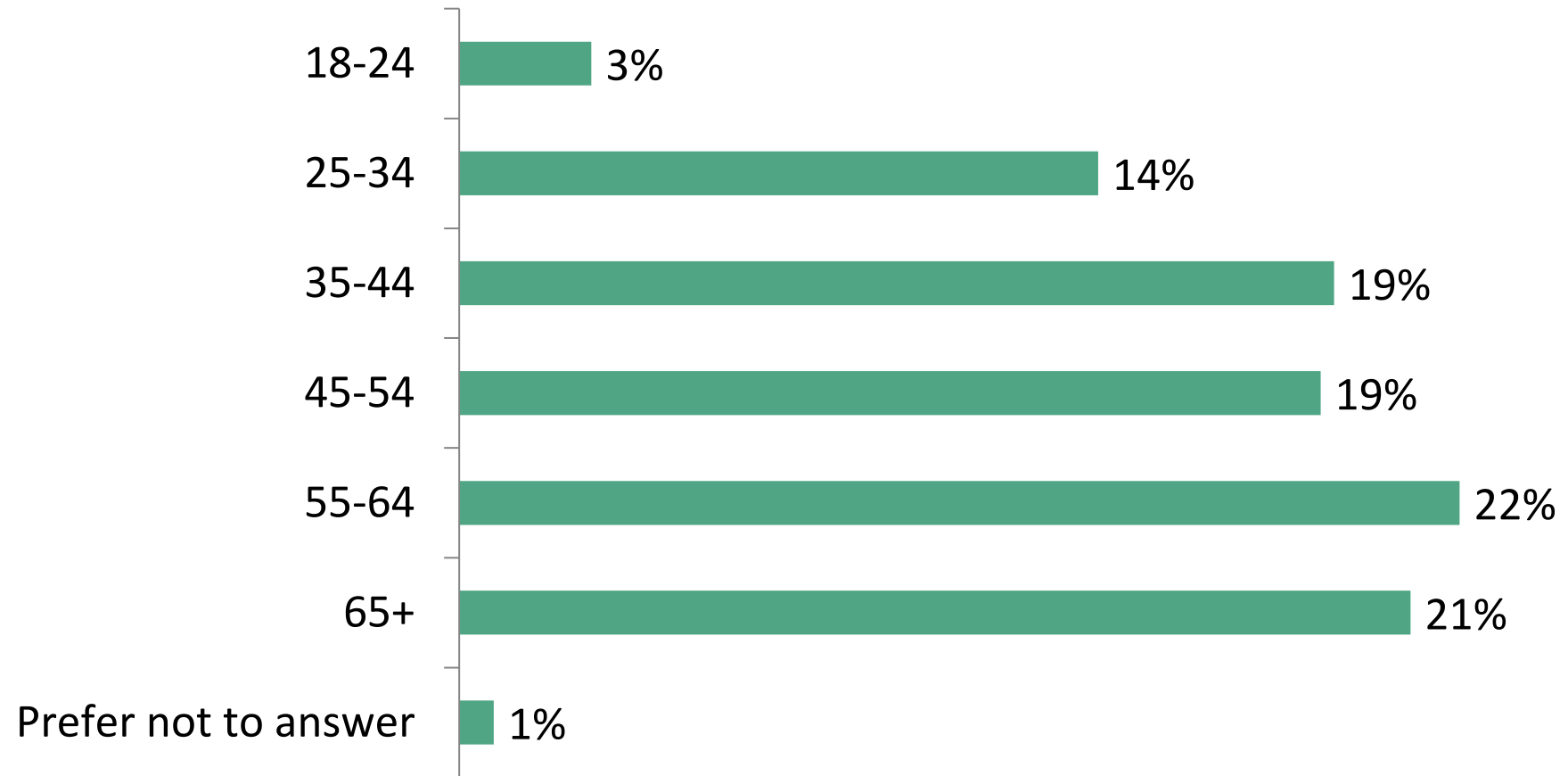
Percentages sum to greater than 100% because respondents could select more than one option.

Public Policy Associates



What is your current age?

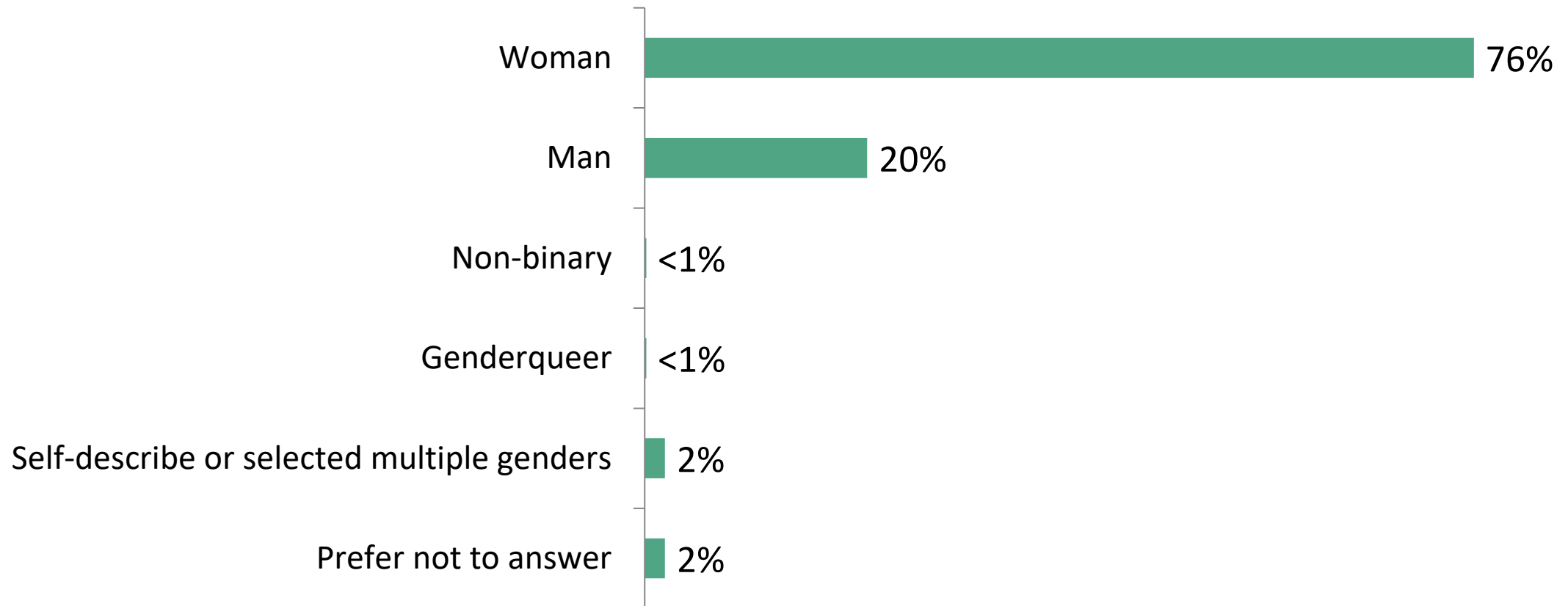
Respondents=647





How would you describe your gender identity?

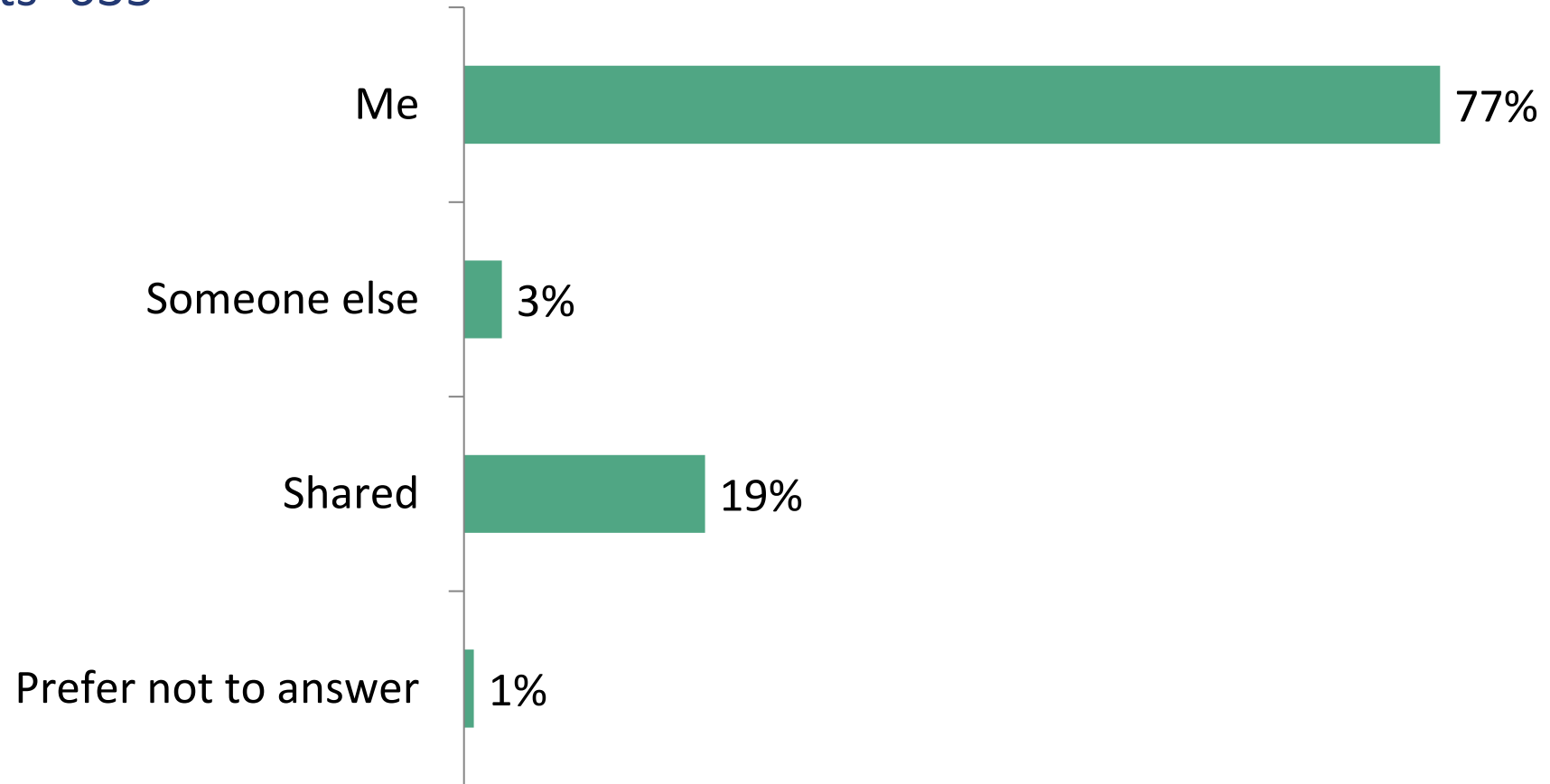
Respondents=650





In your household, who shops for groceries?

Respondents=635

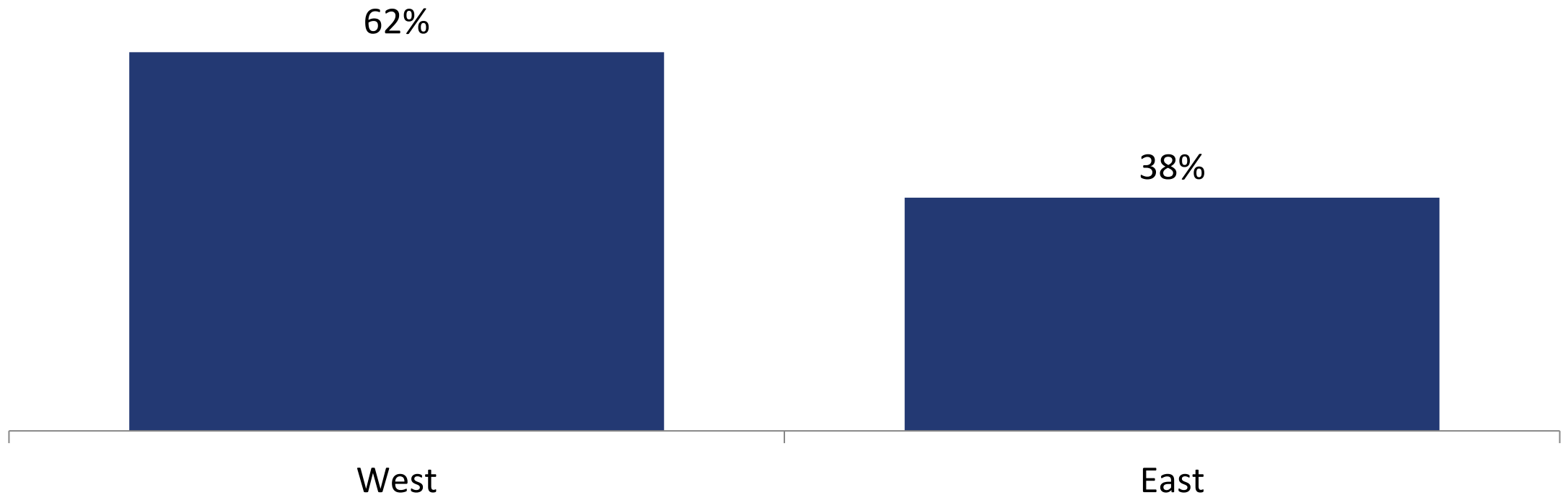




Side of the City Where Respondents Live (Determined by Zip Code)

Respondents=651. East zip codes including downtown=48601, 48607.

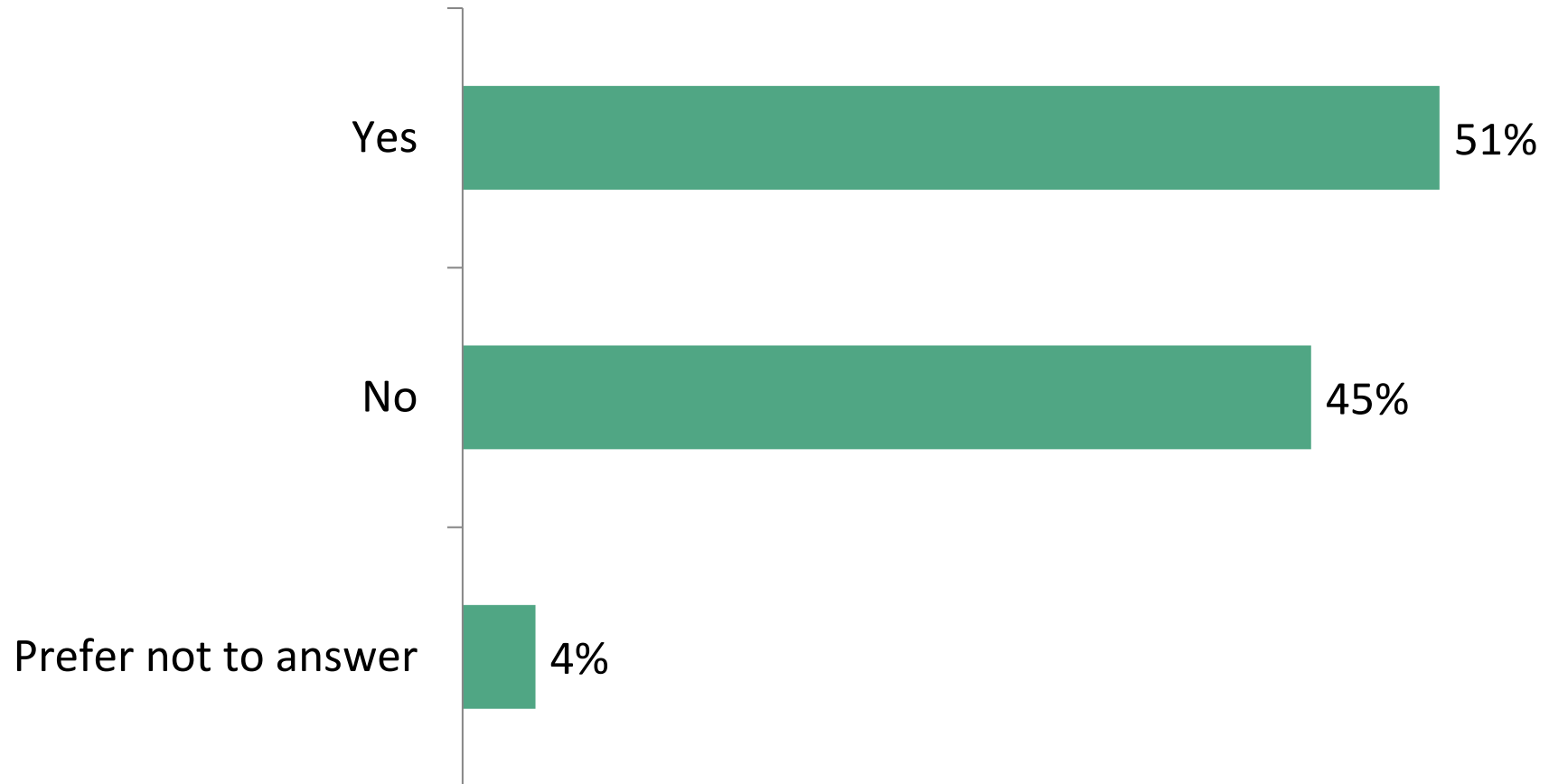
West zip codes= 48602, 48603, 48609





Do you or anyone in your household receive Medicaid benefits?

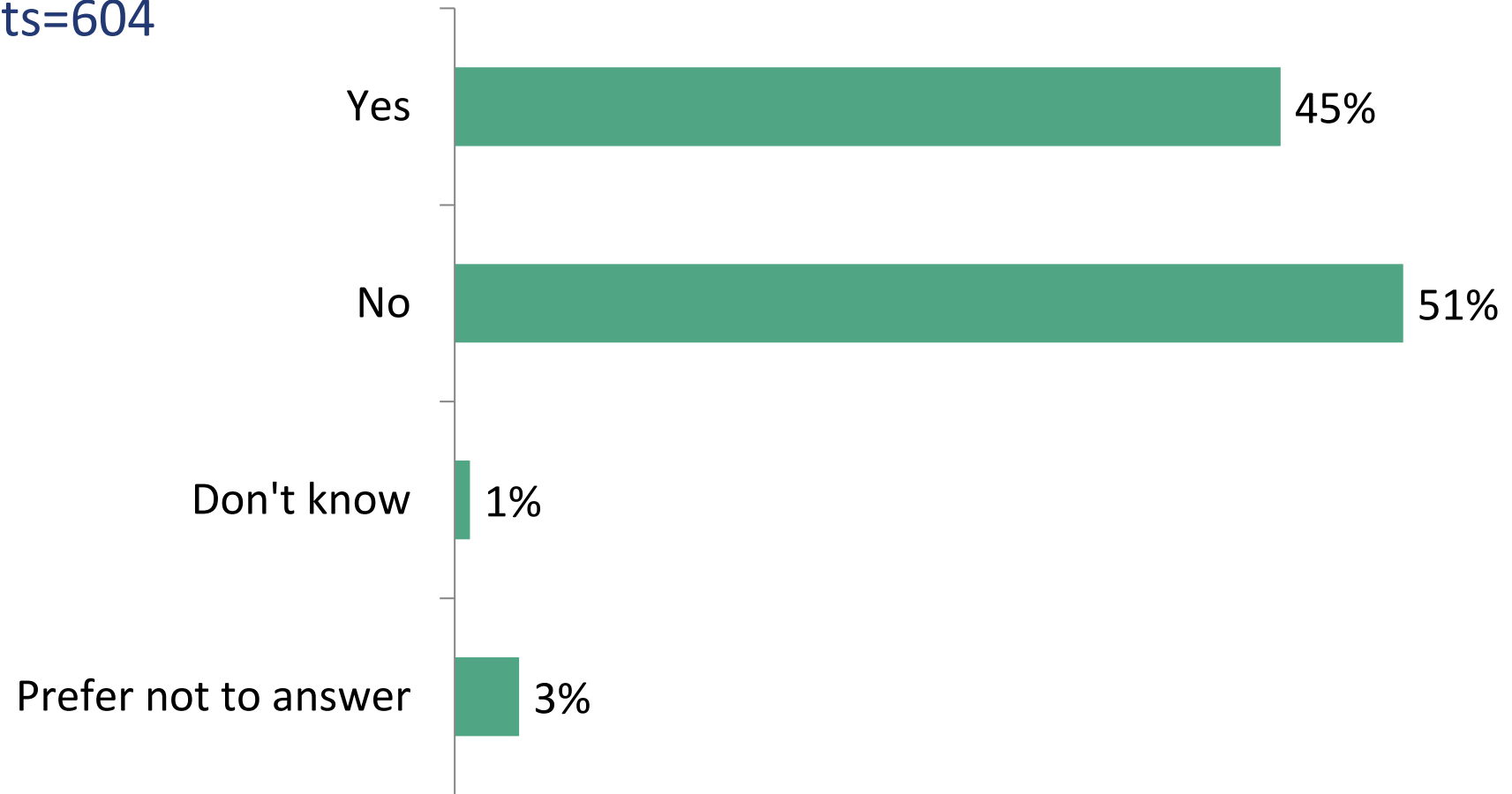
Respondents=651





In the last month, have you or anyone from your household received SNAP, EBT, or food stamp benefits?

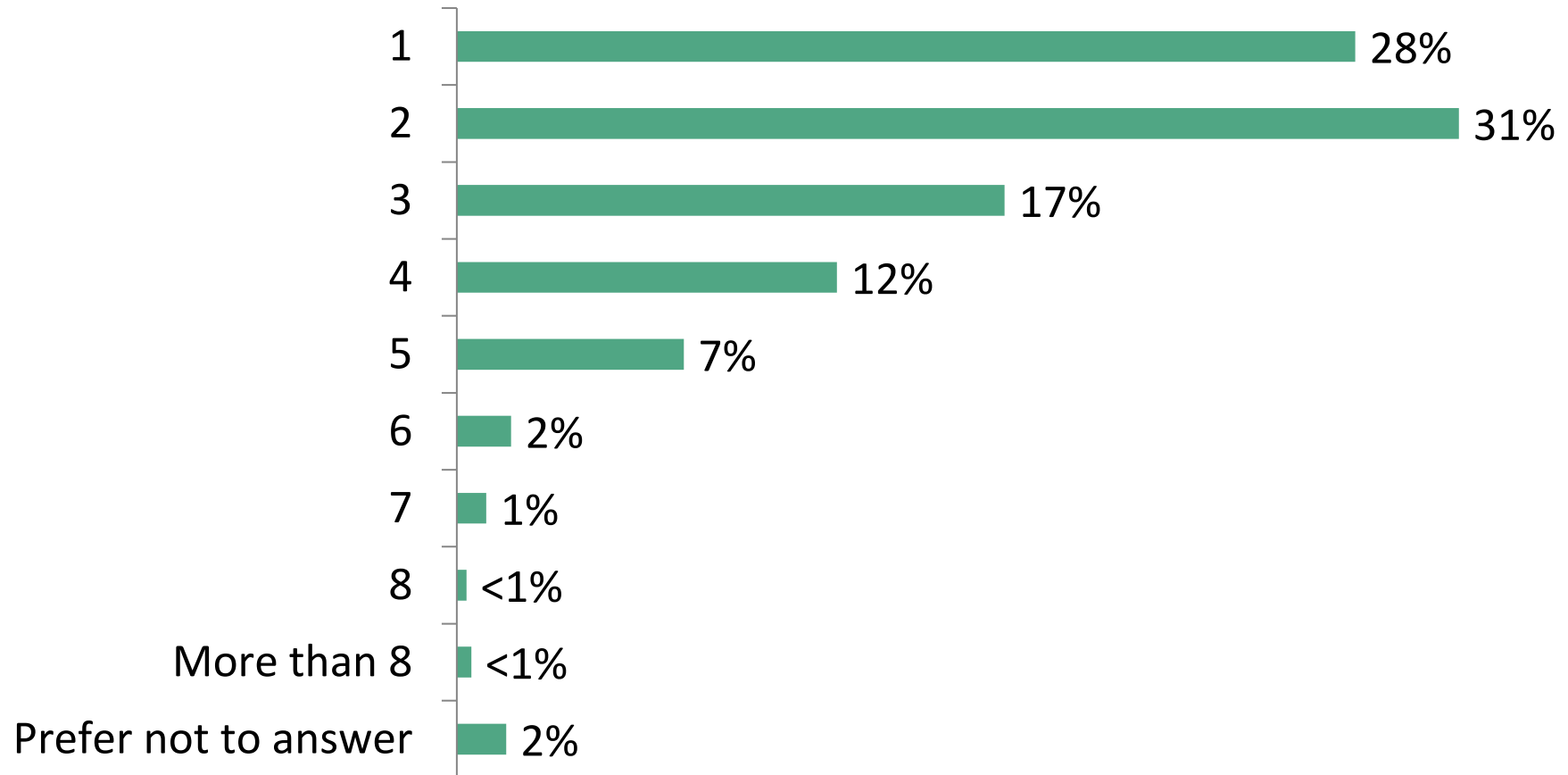
Respondents=604





How many people live in your household including you?

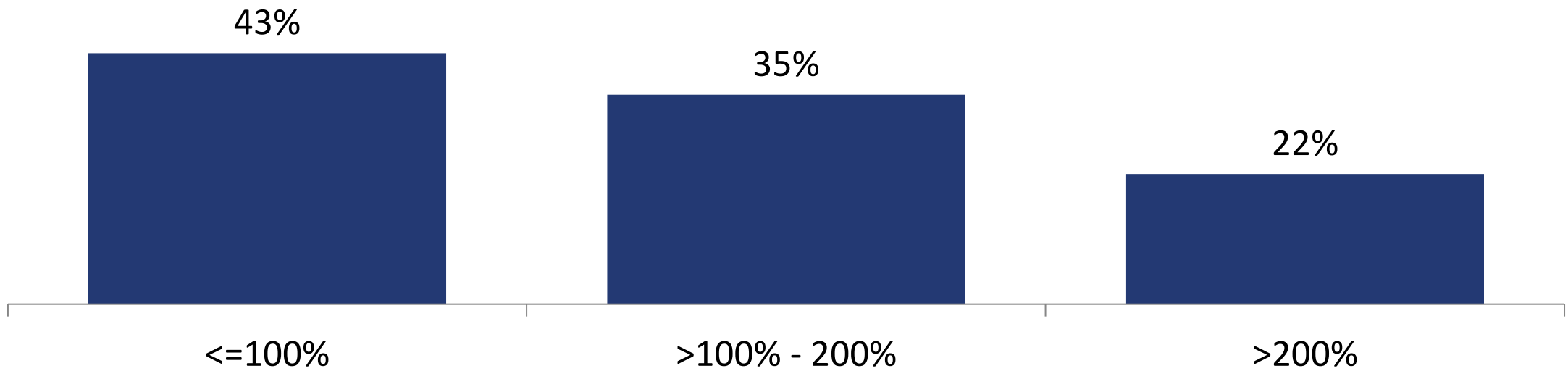
Respondents=651





Federal Poverty Level (Up to 200% Is Considered Low Income)

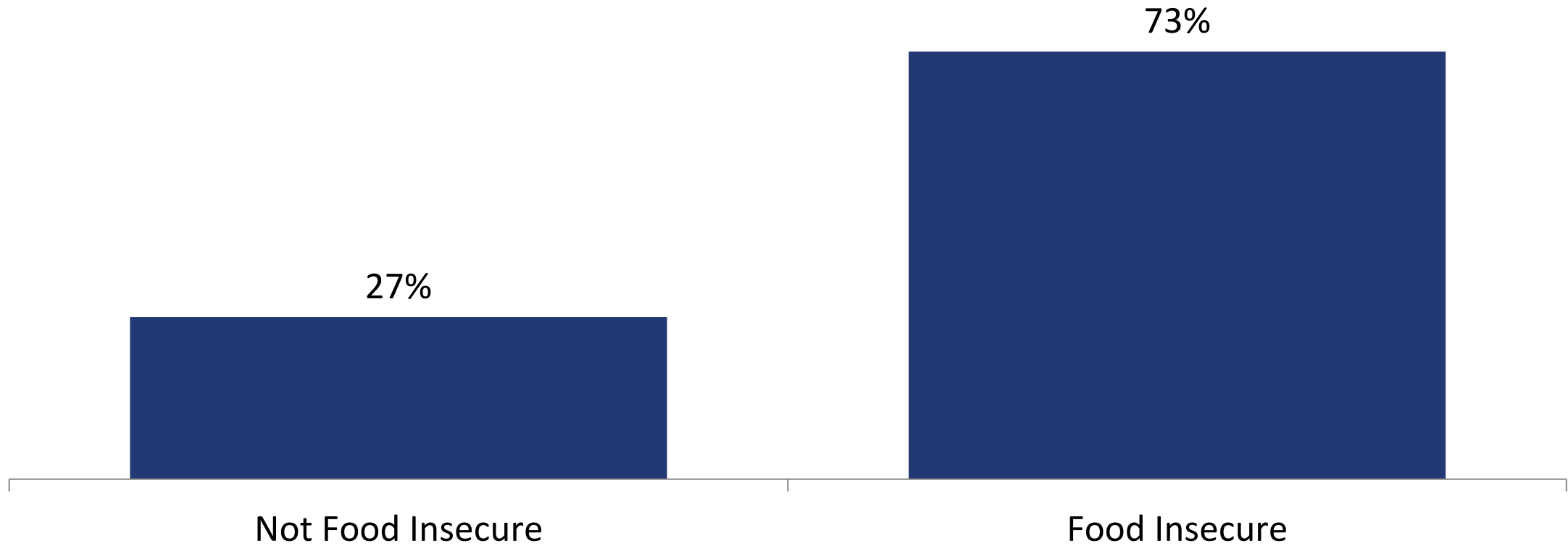
Respondents=567





Food Insecurity of Respondents

Respondents=582



Public Policy Associates



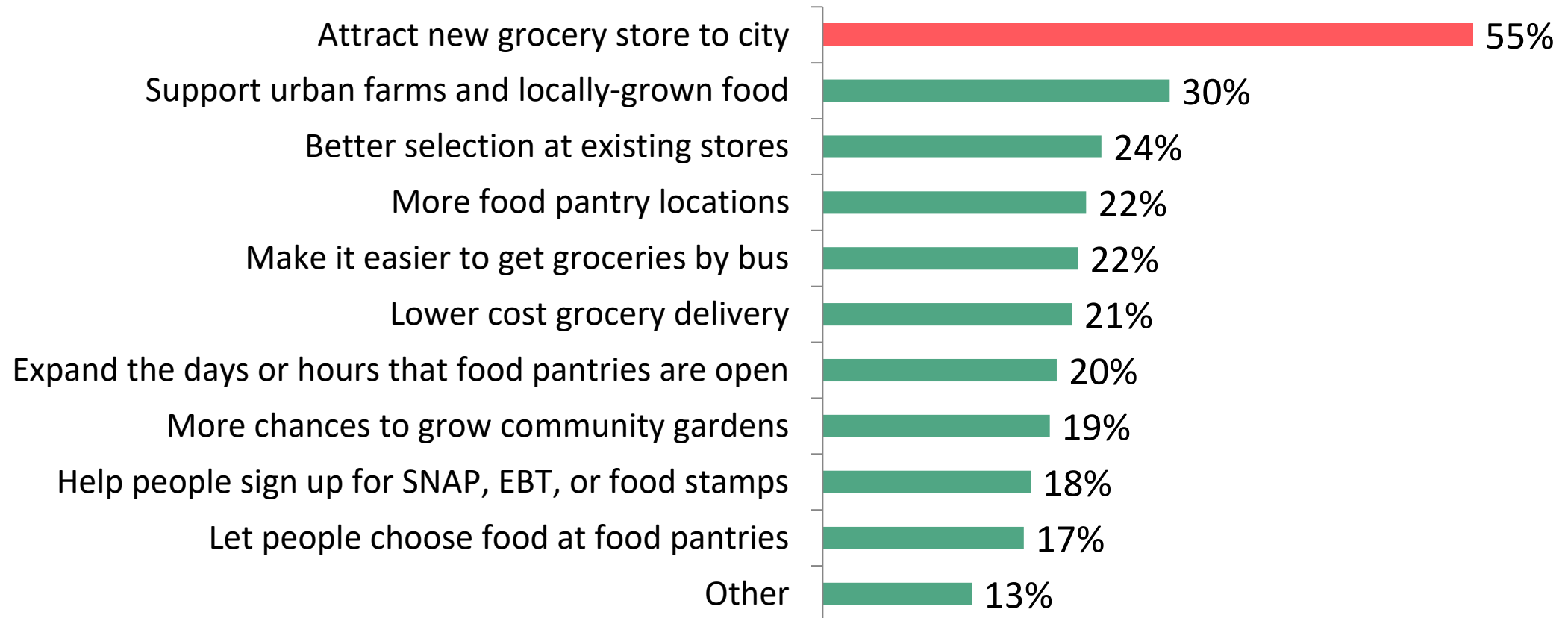
Priorities of Respondents



Attracting a New Grocery Store Was Selected the Most

What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three.

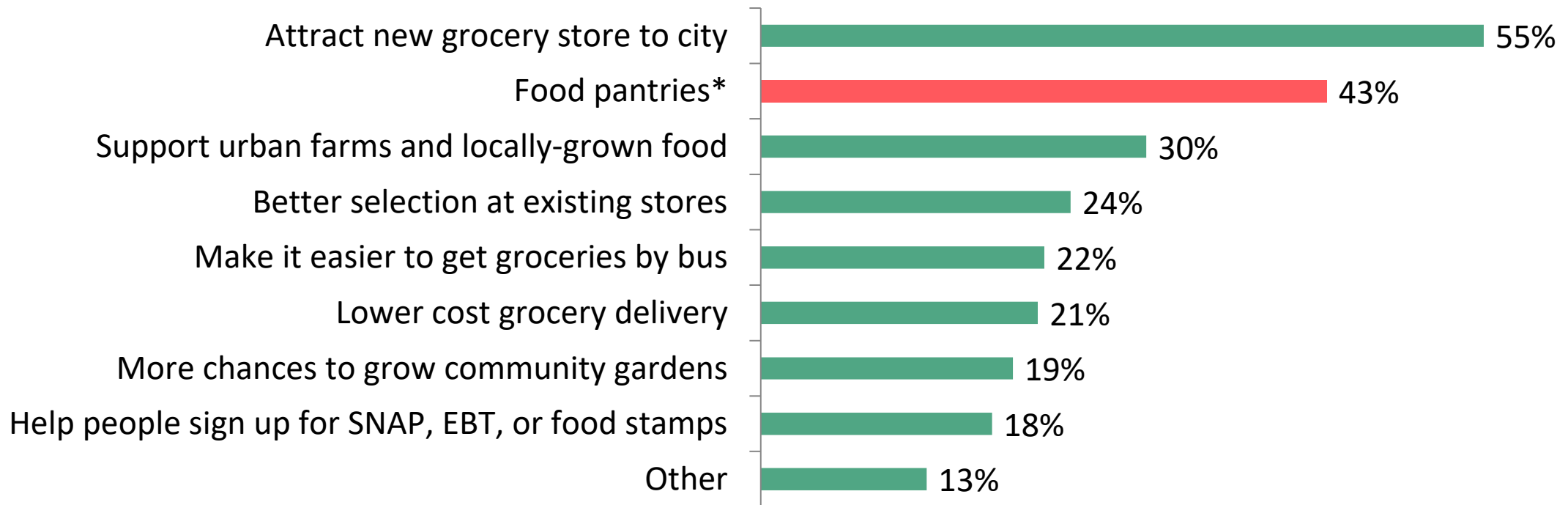
Respondents= 637





A High Percentage of Respondents Selected at Least One of the Food Pantry Options

What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three. Respondents= 637



*Food pantries is a combined category that includes the percentage of respondents that selected “more food pantry locations”, “let people choose food at food pantries”, or “expand the days or hours that food pantries are open.”



Priorities Change Based on Level of Income

Top 3 Priorities by Level of Income

Very Low Income

- 01 Food pantries* (56%)
- 02 Attract new grocery store (42%)
- 03 Lower cost grocery delivery (29%)

Low Income

- 01 Attract new grocery store (60%)
- 02 Food pantries* (39%)
- 03 Support urban farms and locally grown food (35%)

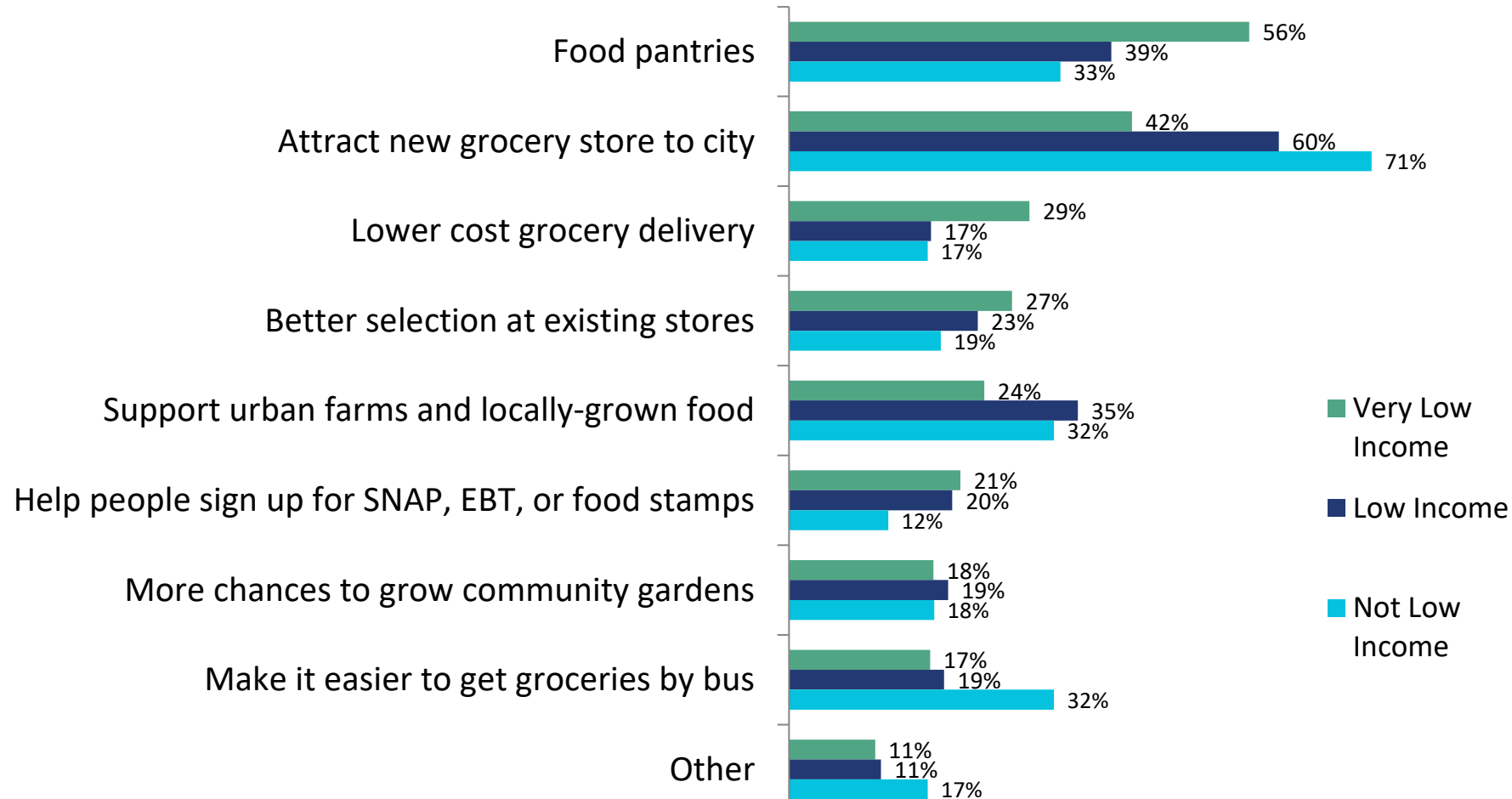
Not Low Income

- 01 Attract new grocery store (71%)
- 02 Food pantries* (33%)
- 03 Make it easier to get groceries by bus (32%)
- 03 Support urban farms and locally grown food (32%)

Public Policy Associates



What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three. By level of poverty. Respondents=559



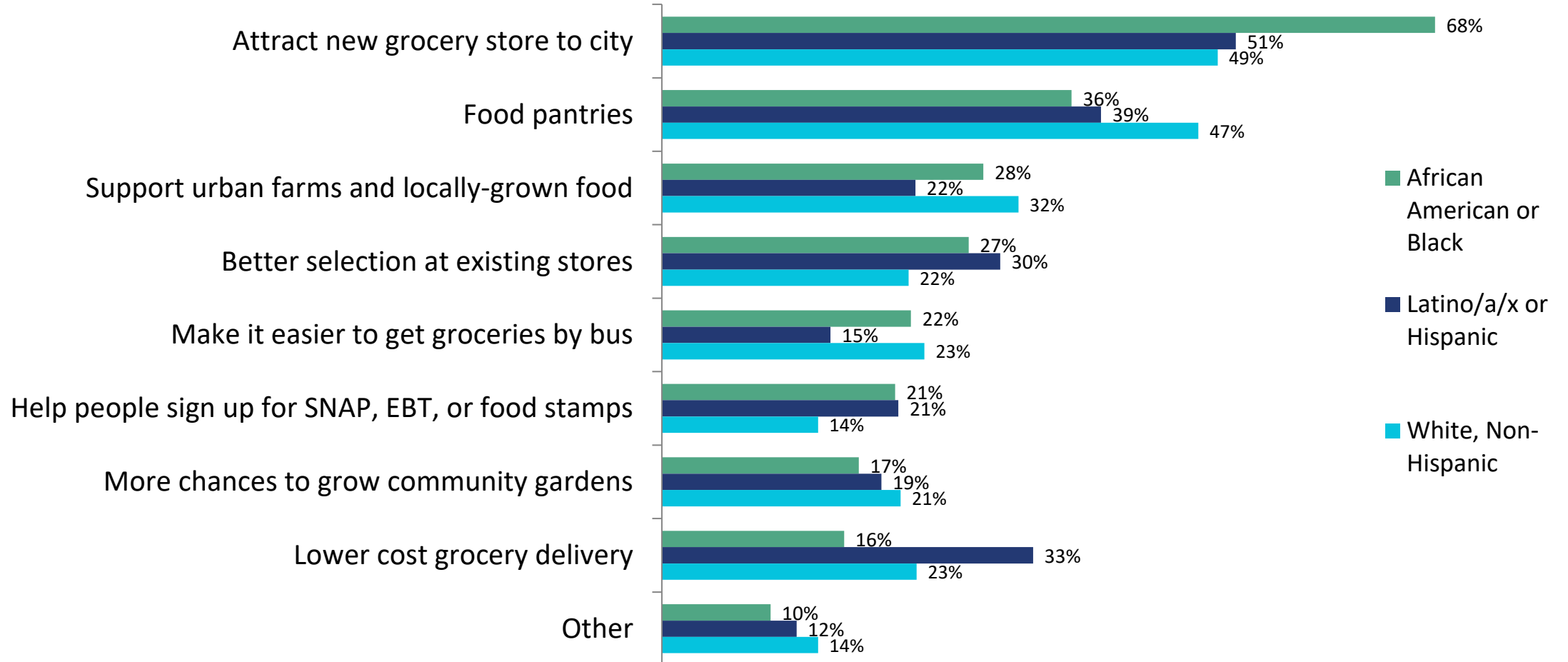
*Food pantries is a combined category that includes the percentage of respondents that selected “more food pantry locations”, “let people choose food at food pantries”, or “expand the days or hours that food pantries are open.”



Priorities change by race and ethnicity of respondents, but **attracting a new grocery store is #1 for all race and ethnicity groups** (for which there are adequate number of responses to report)



What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three. By select race and ethnicity. Respondents=574



*Food pantries is a combined category that includes the percentage of respondents that selected “more food pantry locations”, “let people choose food at food pantries”, or “expand the days or hours that food pantries are open.”



There is more support for attracting a new grocery store from respondents that live on the east side of the City.

However, the most selected priorities are the same for the east and west side:

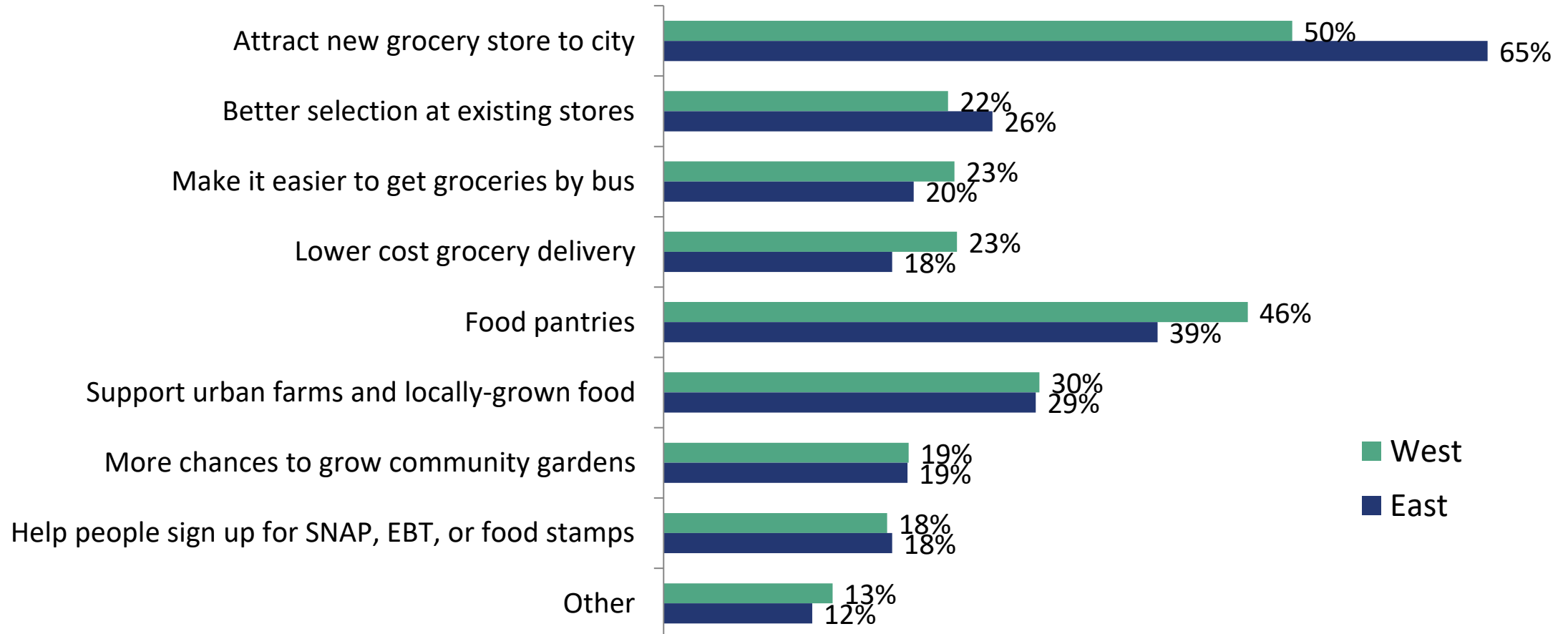
1. Attract a new grocery store
2. Food pantries
3. Support urban farms and locally-grown food

Public Policy Associates



What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three. By side of the City that the respondent lives.

Respondents= 637



*Food pantries is a combined category that includes the percentage of respondents that selected “more food pantry locations”, “let people choose food at food pantries”, or “expand the days or hours that food pantries are open.”

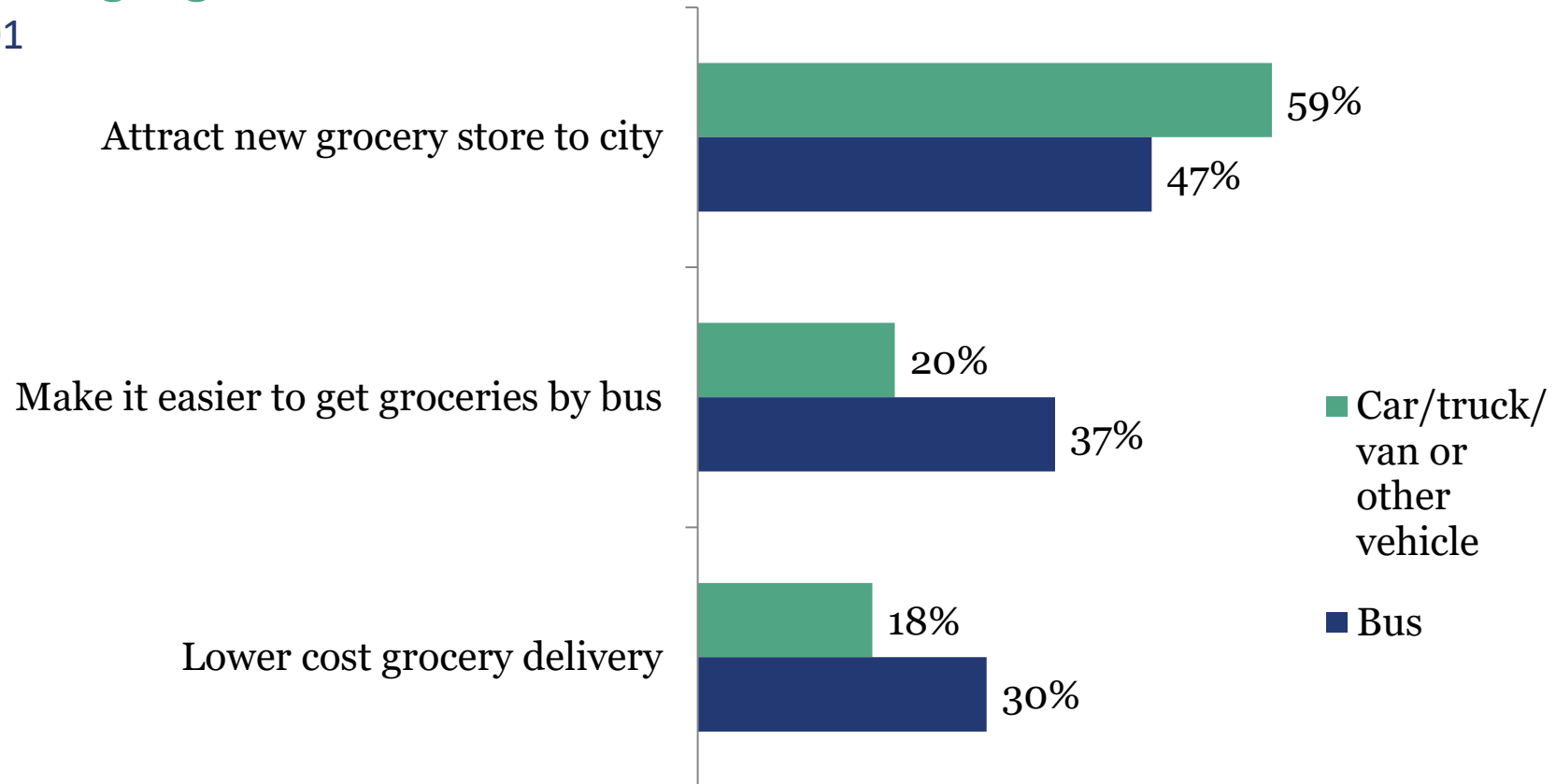


Respondents that get groceries by bus are more likely to prioritize making it easier to get groceries from existing stores—by bus or through grocery delivery—than those that get groceries by car, truck, van, or other vehicle.



What do you think the City should do or help others do, to increase access to the foods you want and need? You can select up to three. By primary means of transportation to get groceries.

Respondents=501

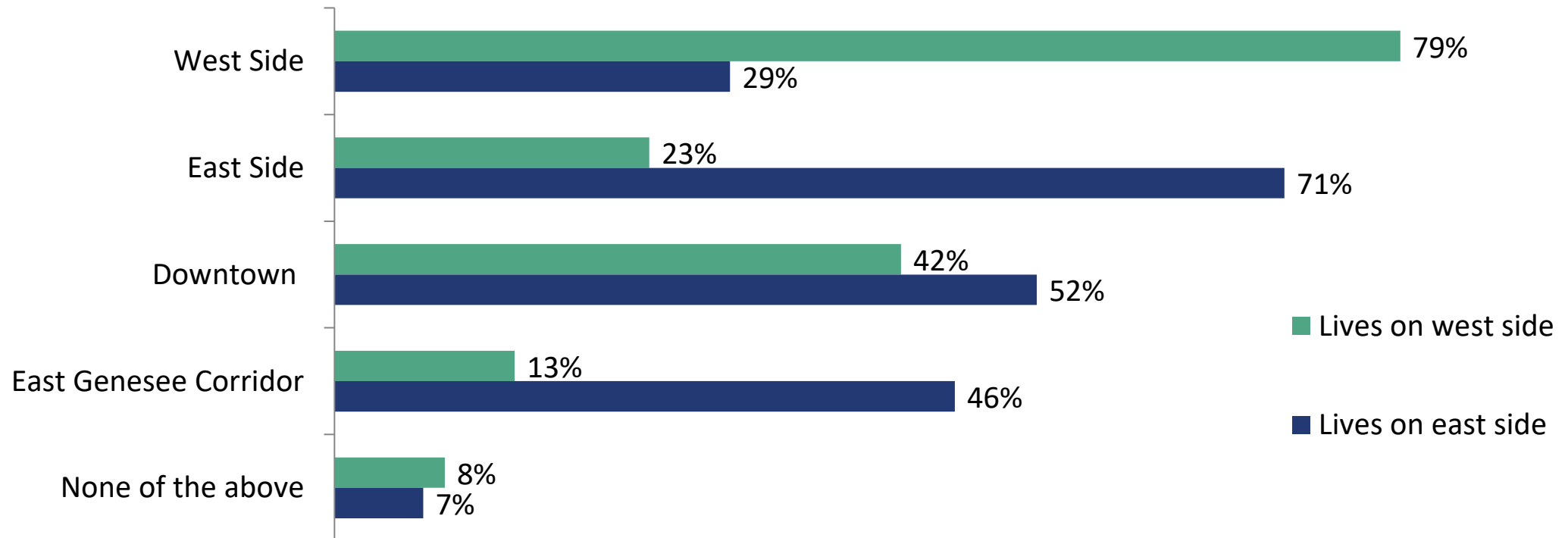




Respondents Are More Likely to Shop at a New Store if it is Near Their Home

Which areas in the Saginaw Riverfront Business district would your household shop if there was a new grocery store? By side of the City that respondent lives.

Respondents=608

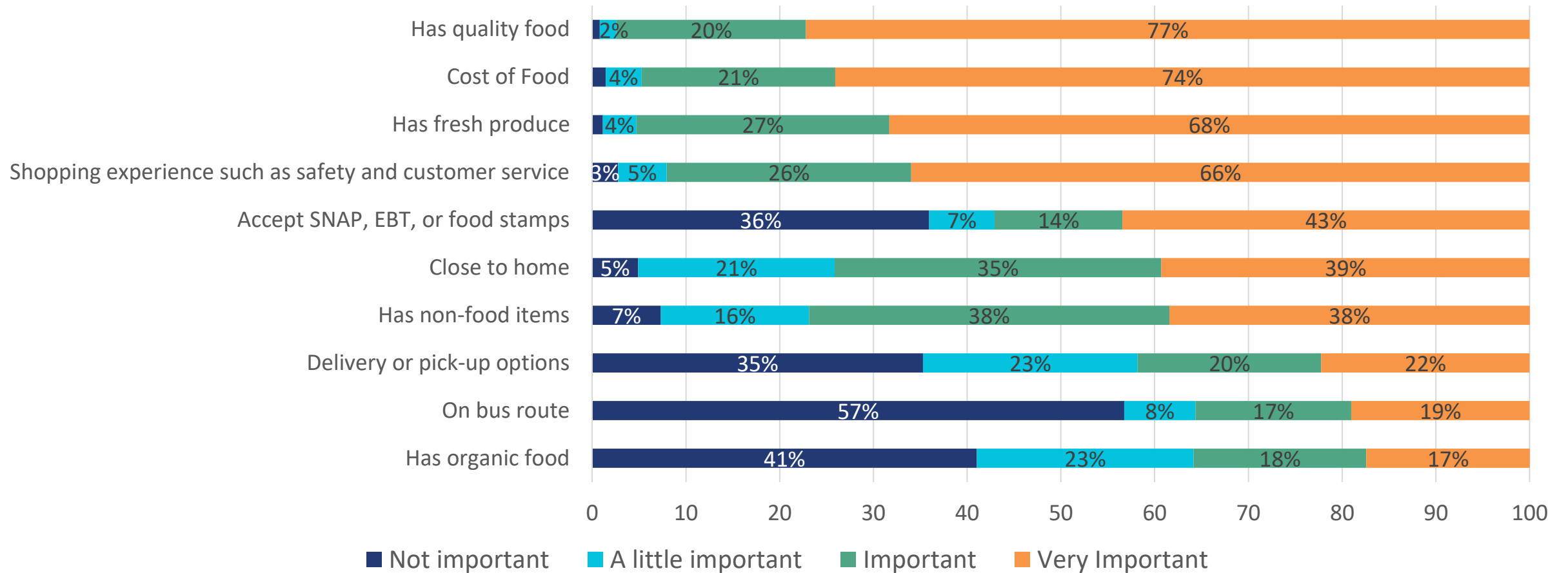




Quality, cost, fresh produce, and shopping experience are most important when choosing where to get groceries.



When choosing where your household gets groceries, how important are the following? Respondents: 578 to 625 depending on the item.





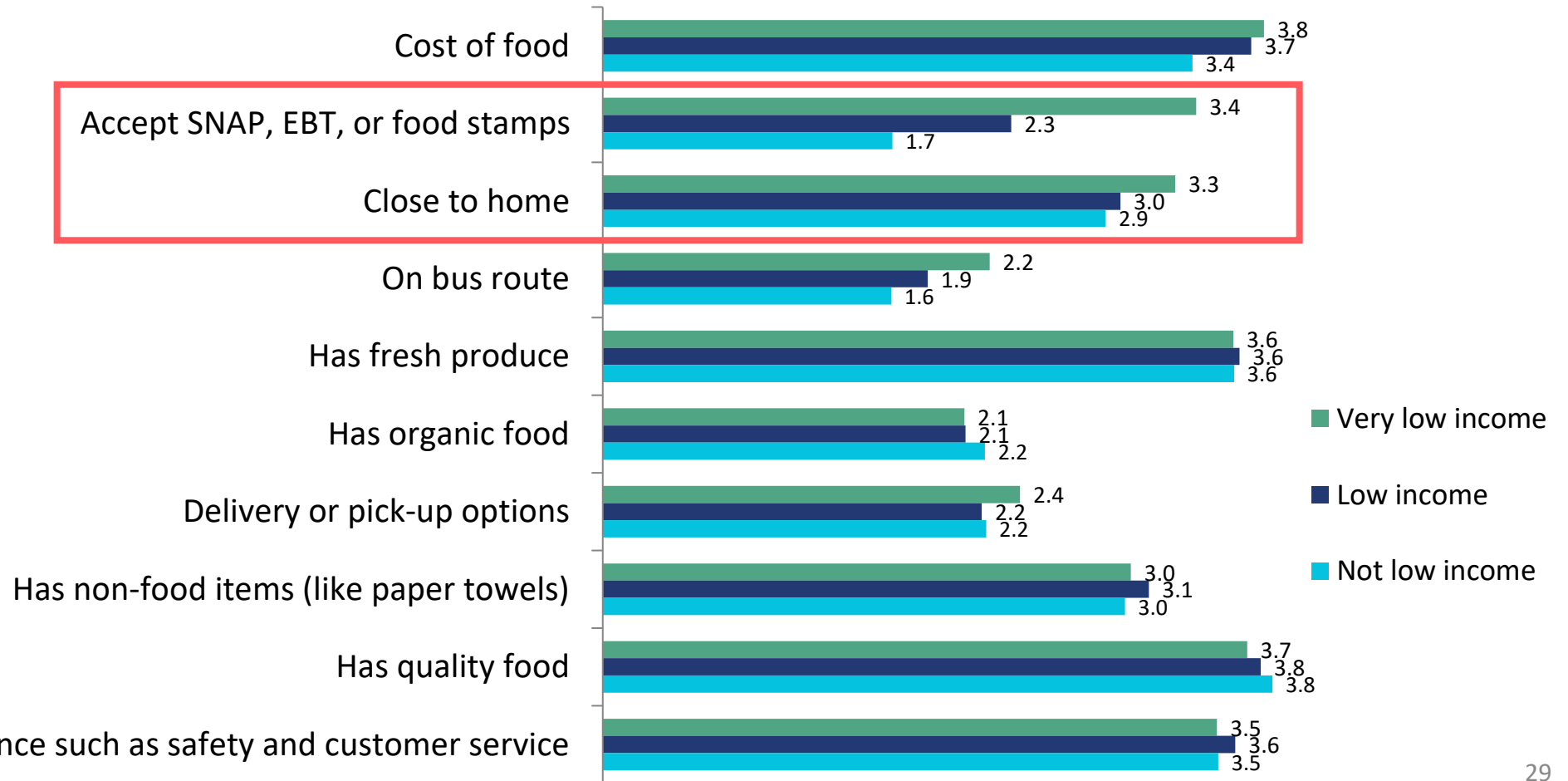
Accepting SNAP or food stamps and being close to home are also important for respondents with low-incomes when choosing where to get groceries.

Public Policy Associates



When choosing where your household gets groceries, how important are the following?
Average ratings by poverty level. (1-not important to 4-very important)

Respondents: 509 to 549 depending on the item.



Public Policy Associates



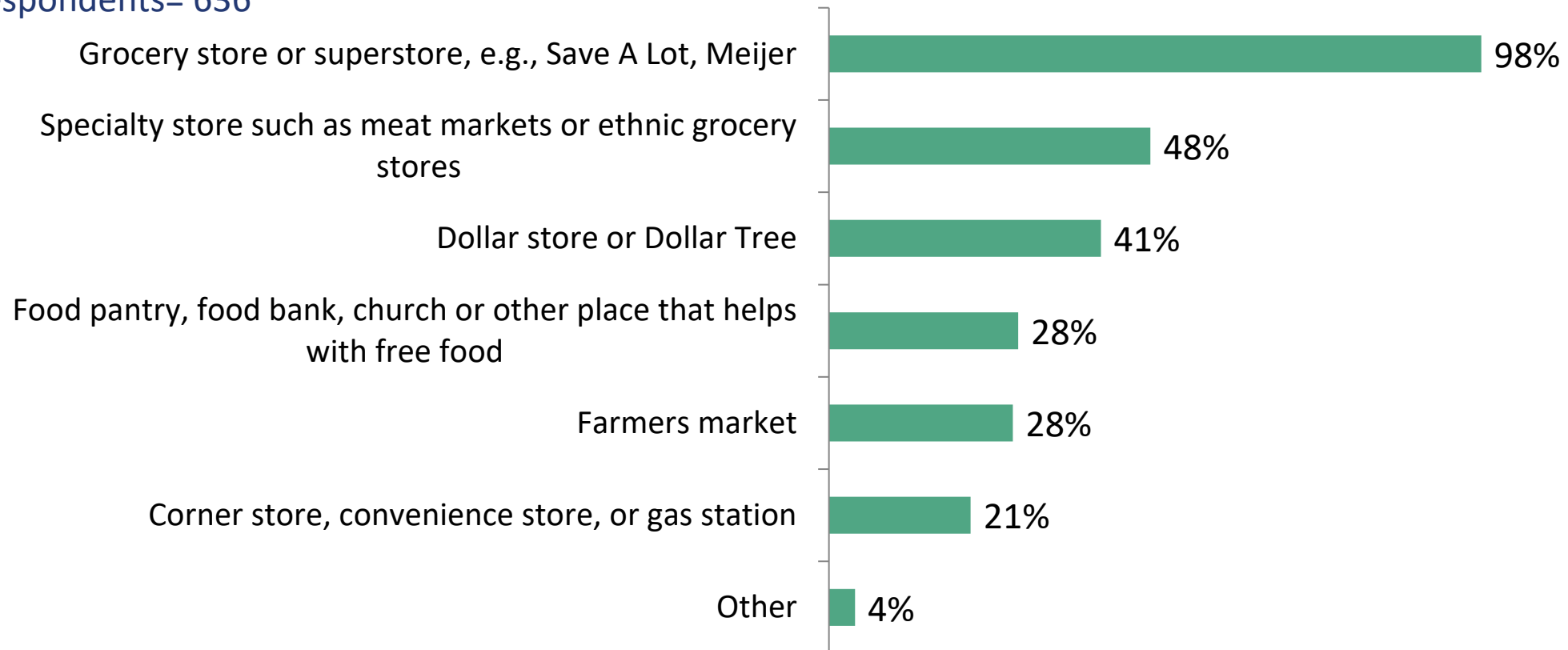
Shopping Behaviors and Habits of Respondents



Almost All Respondents Get Groceries at Grocery Stores or Superstores

In the past month has your household gotten groceries from any of the following locations?

Respondents= 636

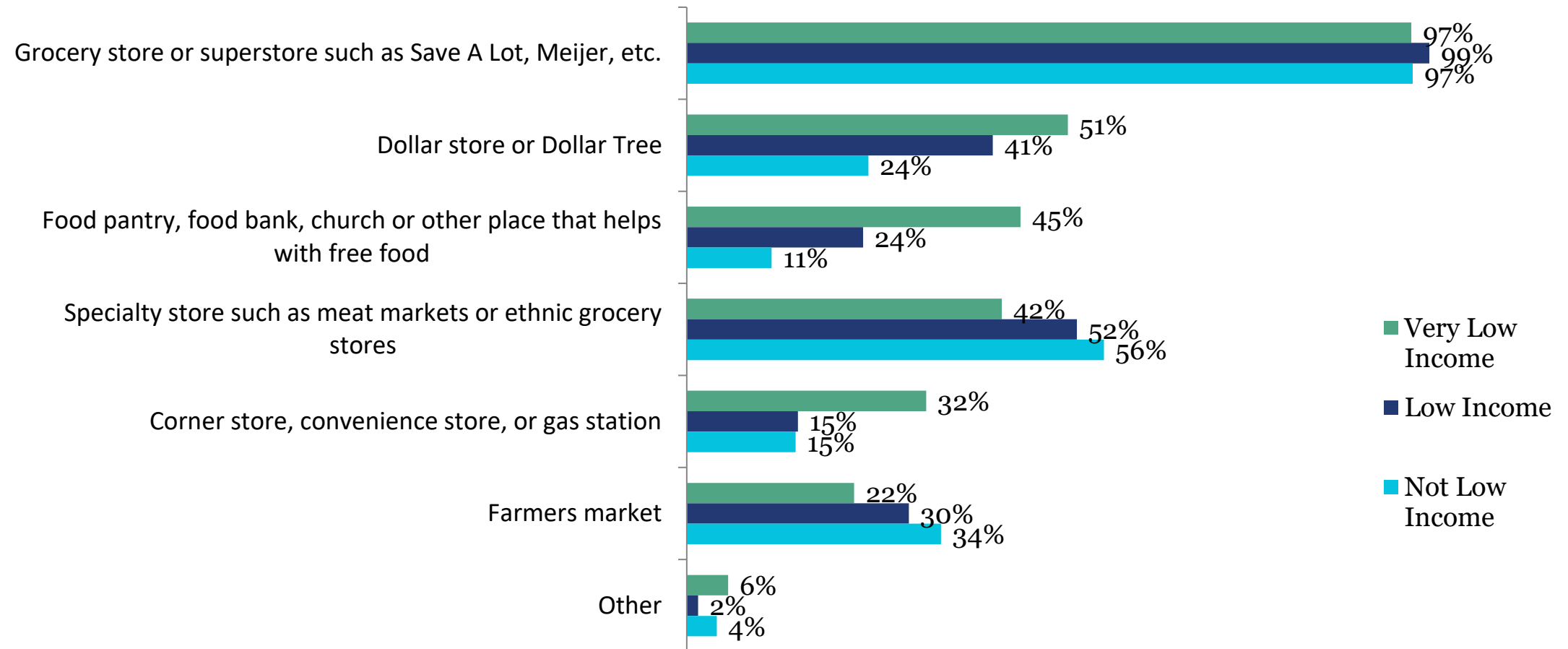




Respondents with **low-incomes** and those that **get groceries by bus** are more likely to get **groceries from dollar stores, corner stores or gas stations, or food pantries.**



In the past month has your household gotten groceries from any of the following locations? By respondent level of income. Respondents=558

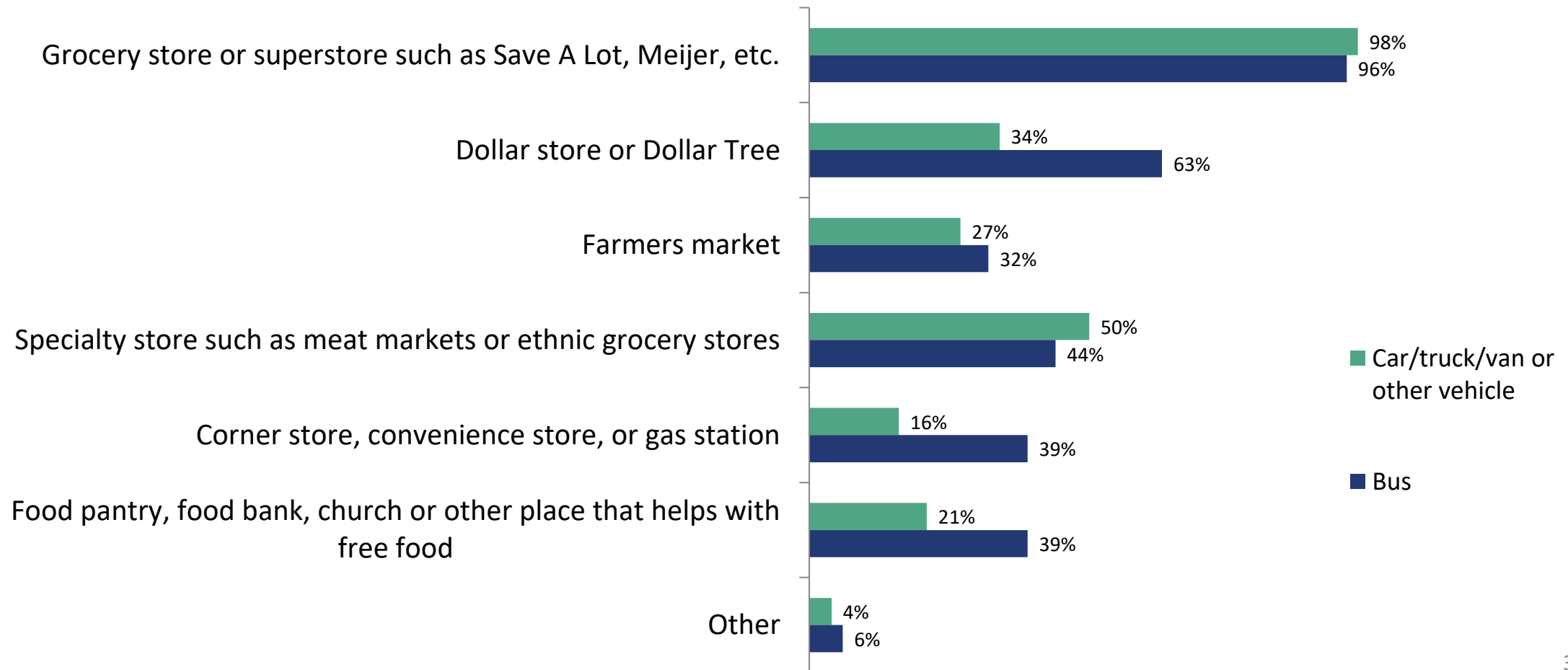


Public Policy Associates



In the past month has your household gotten groceries from any of the following locations? By primary means of transportation to get groceries.

Respondents=501





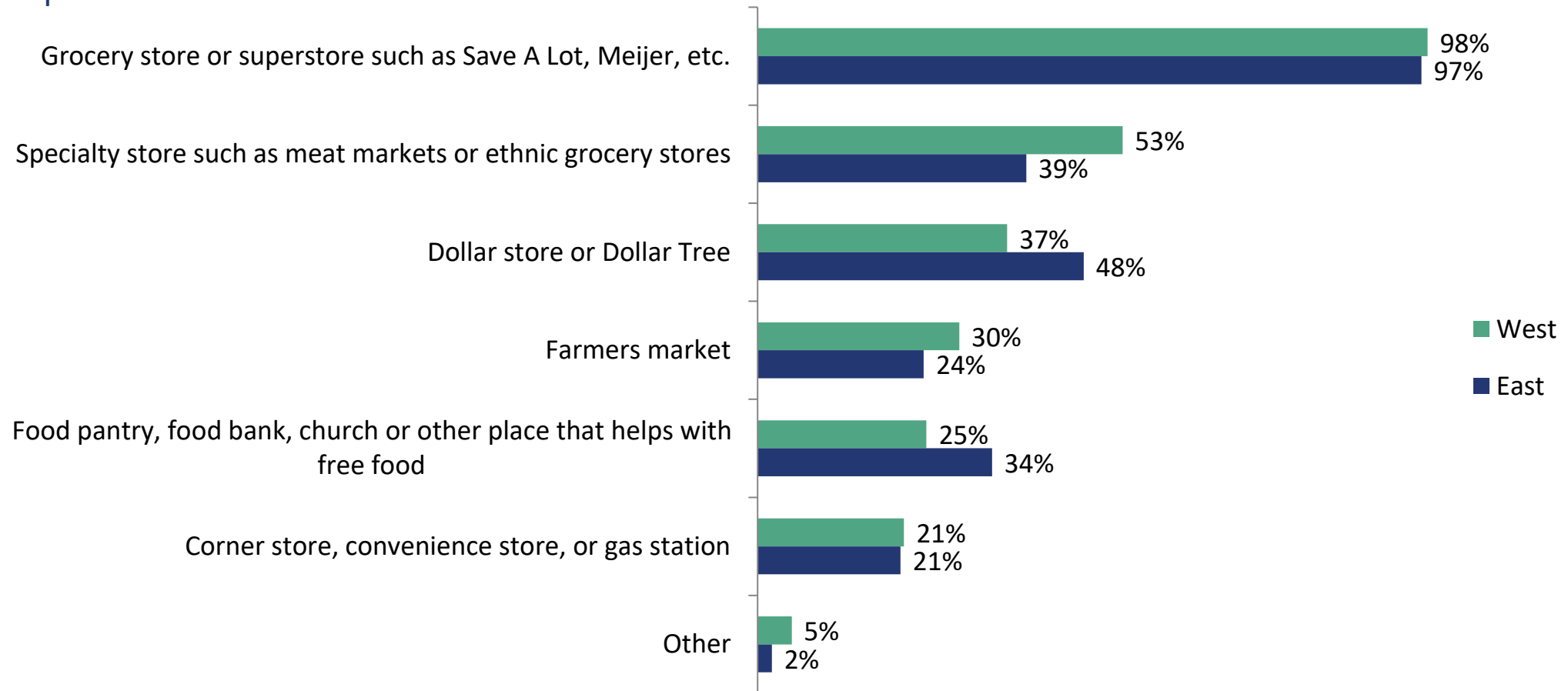
Respondents that live on the east side are also more likely to **get groceries from dollar stores or food pantries.**

Public Policy Associates



In the past month has your household gotten groceries from any of the following locations? By side of the City that respondent lives.

Respondents=636

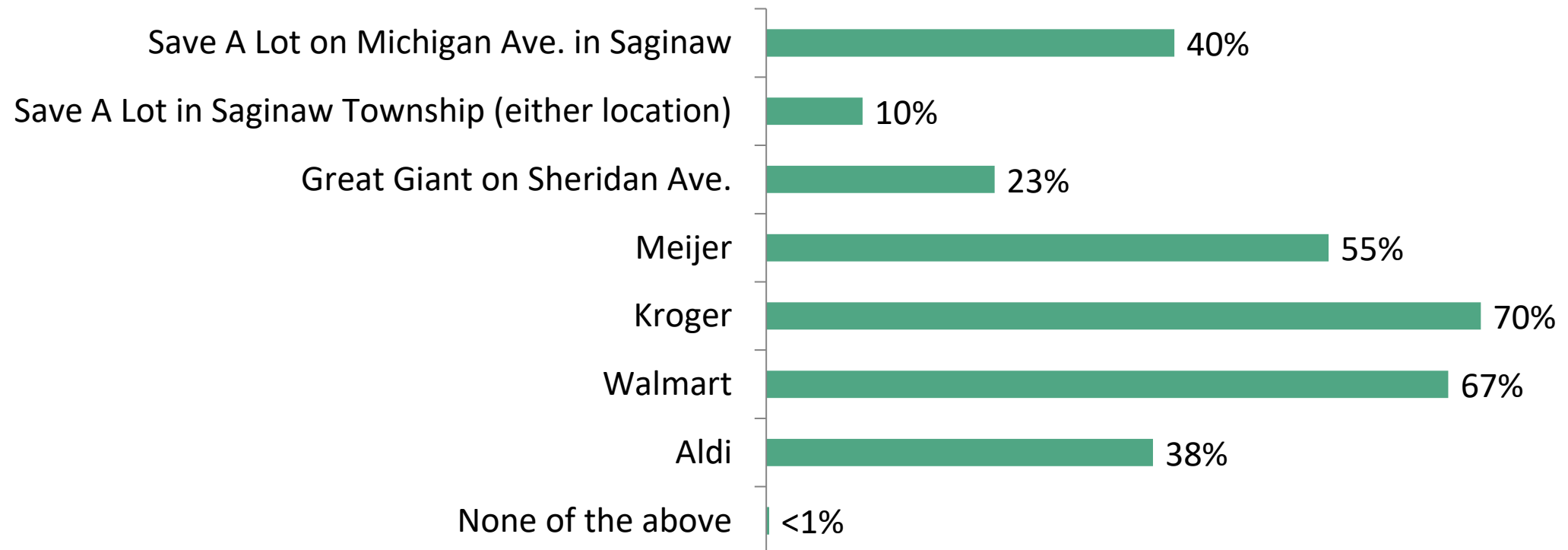




Most Respondents Shop at Kroger

In the past month, has your household gotten groceries from any the following grocery stores?

Respondents=619

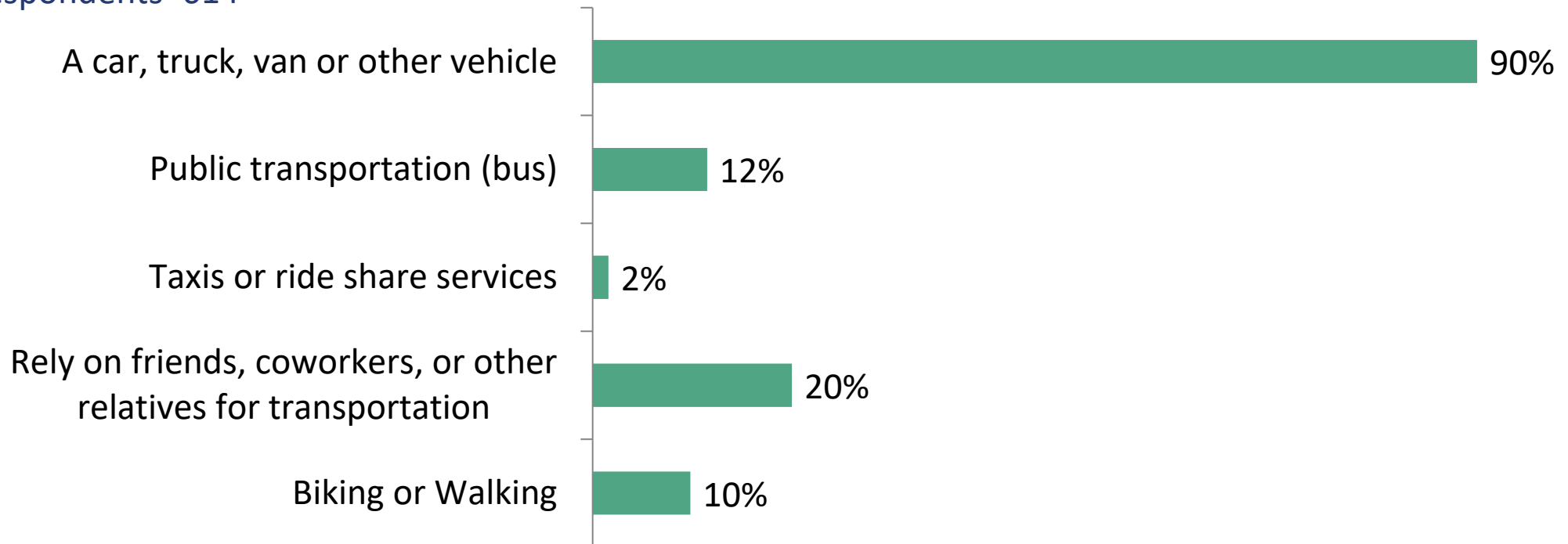




Most Respondents Use a Car, Truck, Van or Other Vehicle to Get Groceries

What are the primary means of transportation for you and other members of your household to get groceries?

Respondents=614



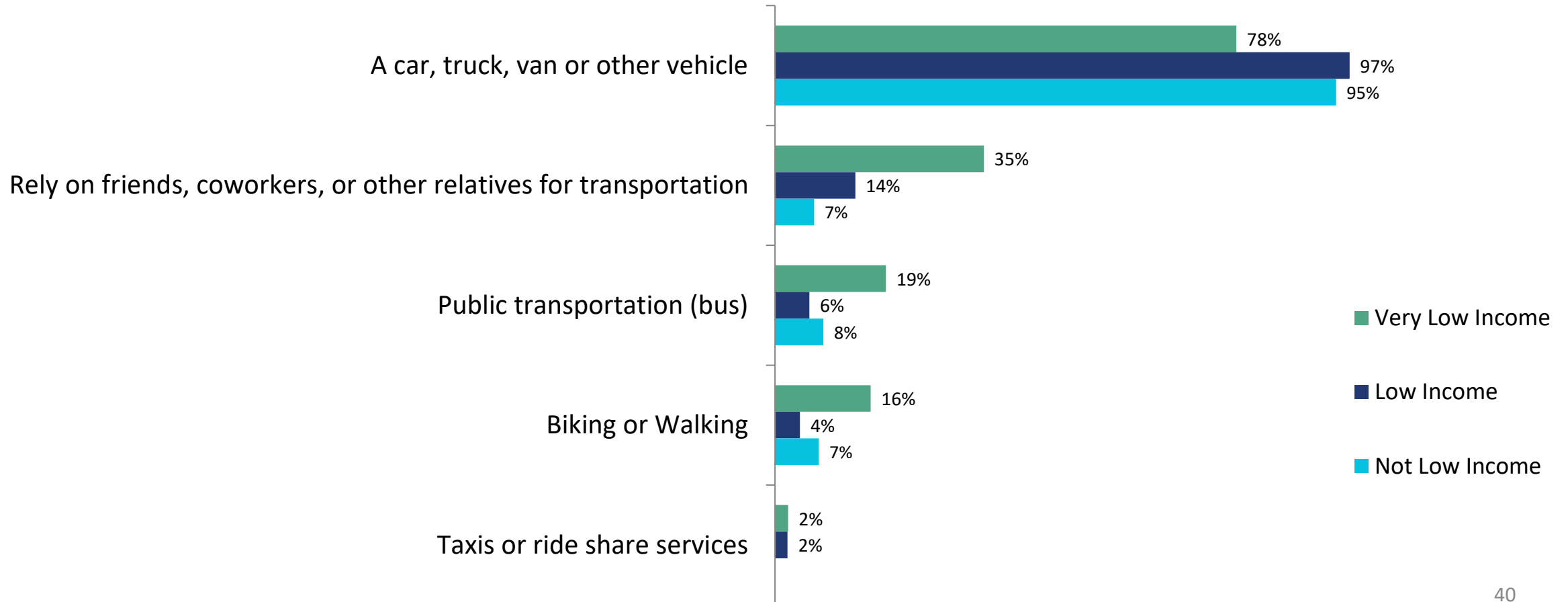


Respondents that have **very low incomes are more likely to rely on others for transportation, take the bus, or bike or walk to get groceries.**



What are the primary means of transportation for you and other members of your household to get groceries? By level of income.

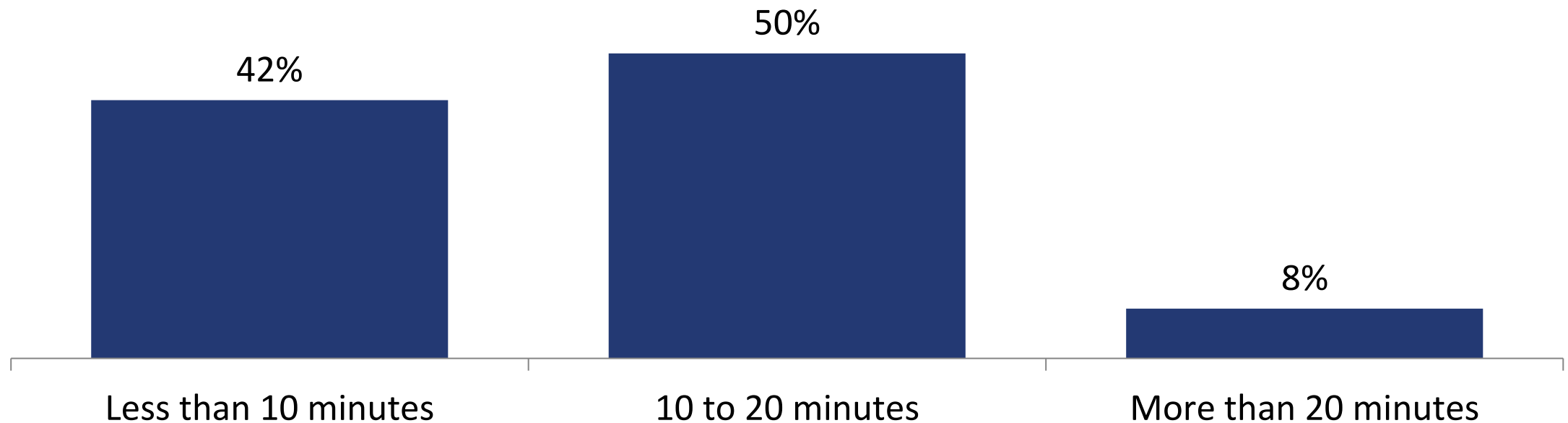
Respondents=542





How much time does it usually take to travel to the store where your household gets most of your groceries? Do not count the time it takes to shop or get home.

Respondents= 444



*Analysis does not include people that responded "Don't Know."

Public Policy Associates

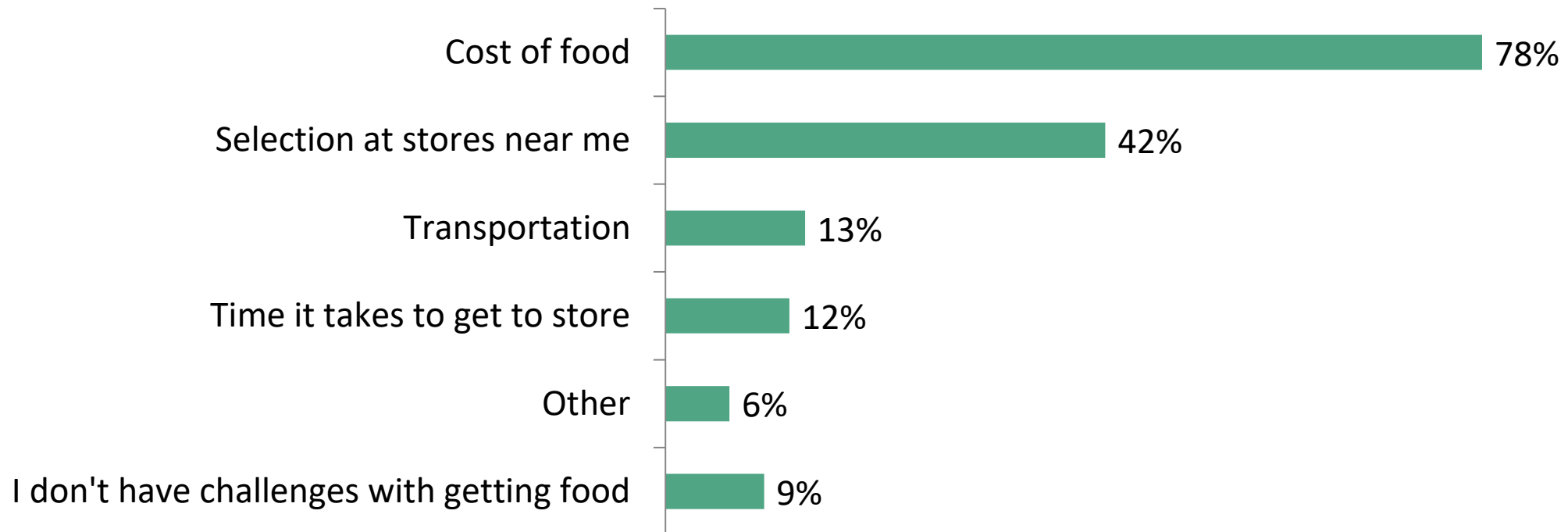


Challenges of Respondents



Cost of Food Followed by Selection at Stores Are Top Challenges

Please select the top challenges you have with getting the food that you want and need. Select up to two. Respondents=608

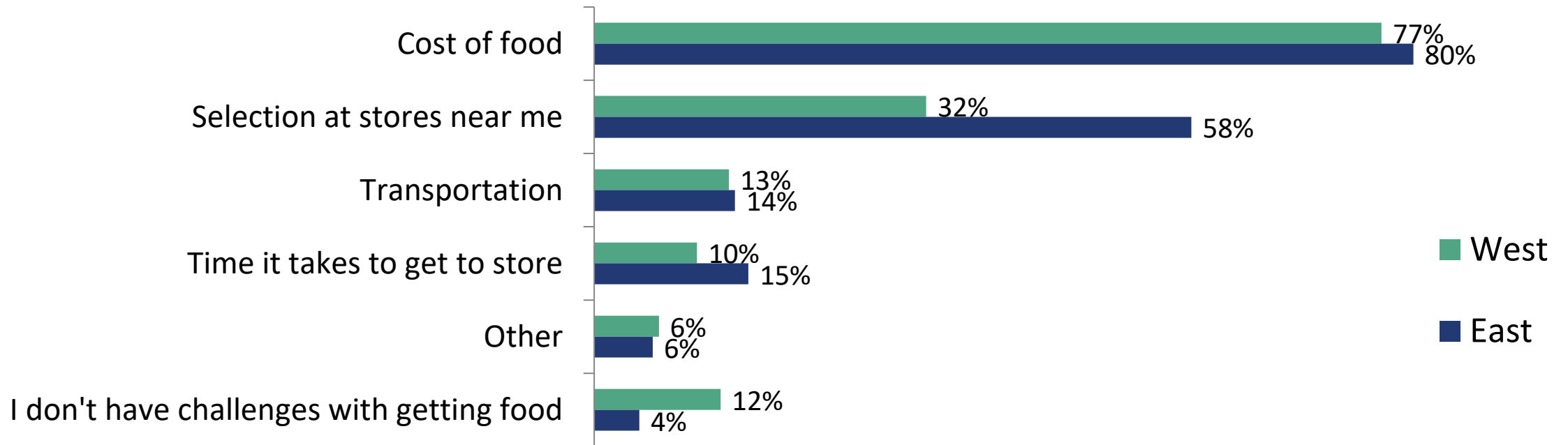




Selection at Stores Nearby Is More of a Challenge for the East Side Than the West Side

Please select the top challenges you have with getting the food that you want and need. You can select up to two.

Respondents=608

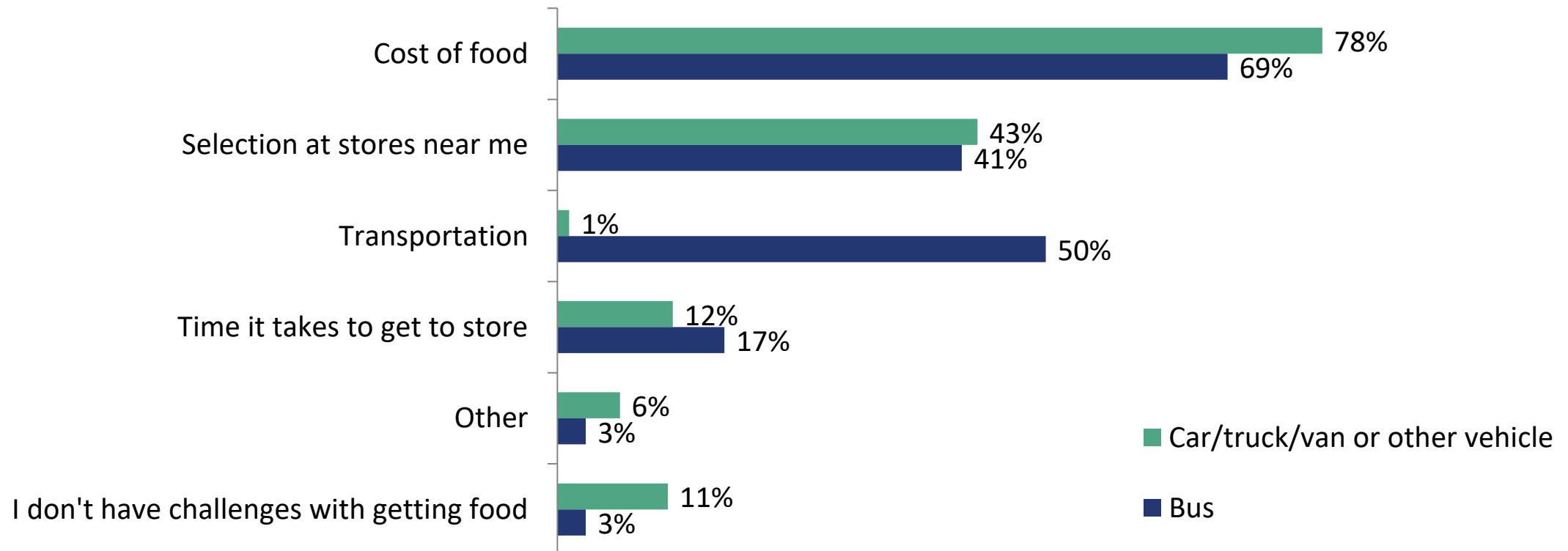




Transportation Is #2 Challenge for Bus Riders

Please select the top challenges you have with getting the food that you want and need. You can select up to two.

Respondents=493



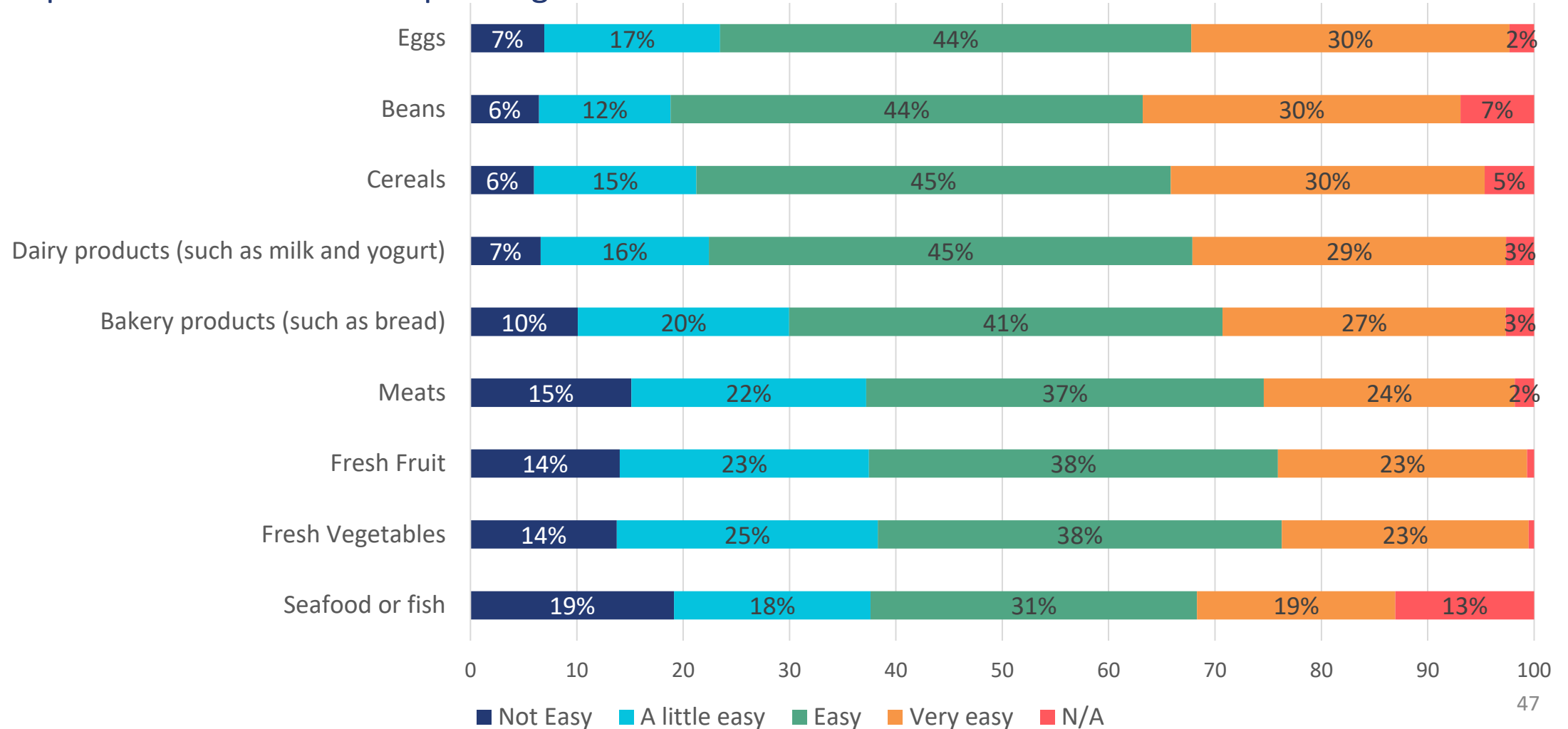


Seafood or fish, meats, and fresh produce are the hardest for respondents to get.



How easy is it for you to get the following kinds of food...

Respondents=602 to 607 depending on the item.



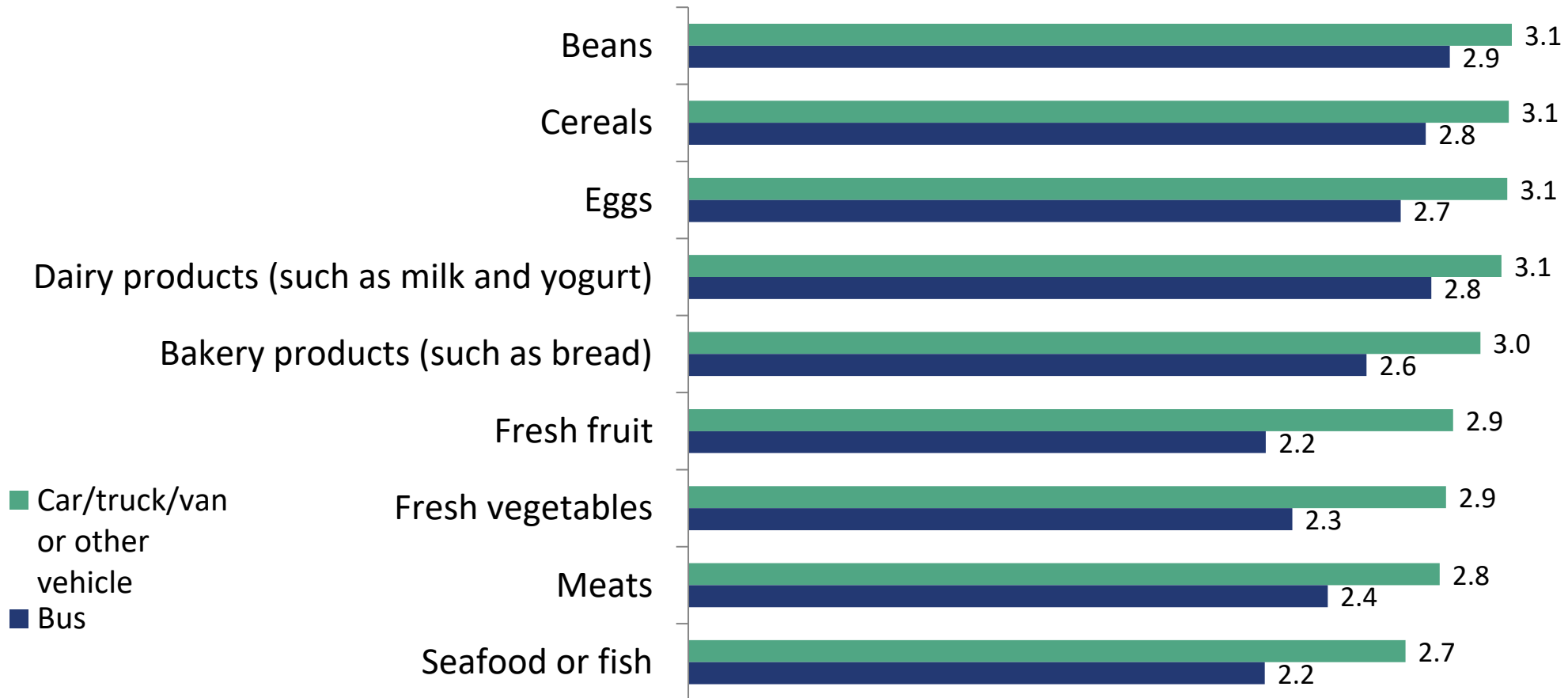


All food categories are harder to get for respondents that have lower incomes or that take the bus.



How easy is it for you to get the following kinds of food (by primary means of transportation to get groceries)...

Average rating from 1 (not easy) to 4 (very easy). Respondents=430 to 488 depending on the item.



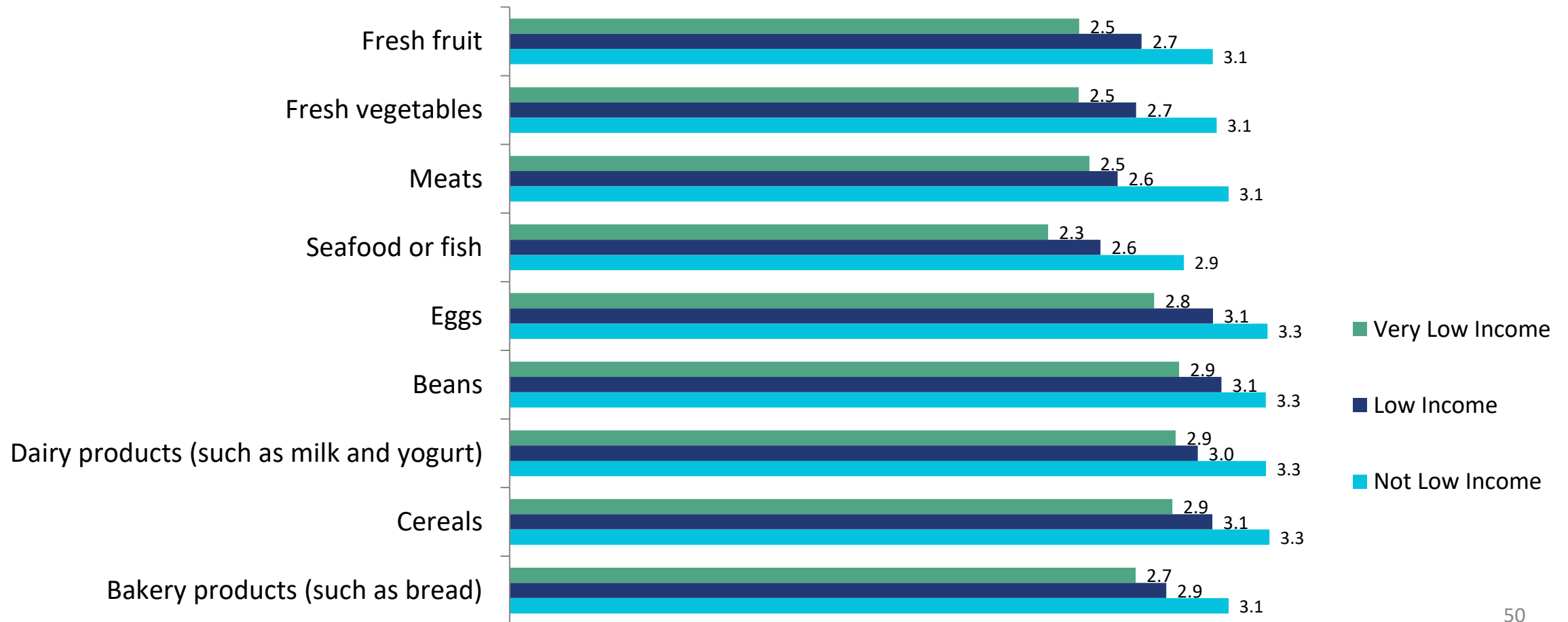
Public Policy Associates



How easy is it for you to get the following kinds of food (by level of income)...

Average rating from 1 (not easy) to 4 (very easy).

Respondents=466 to 533 depending on item.





All food categories are harder to get for respondents that have lower incomes or that take the bus.

Public Policy Associates

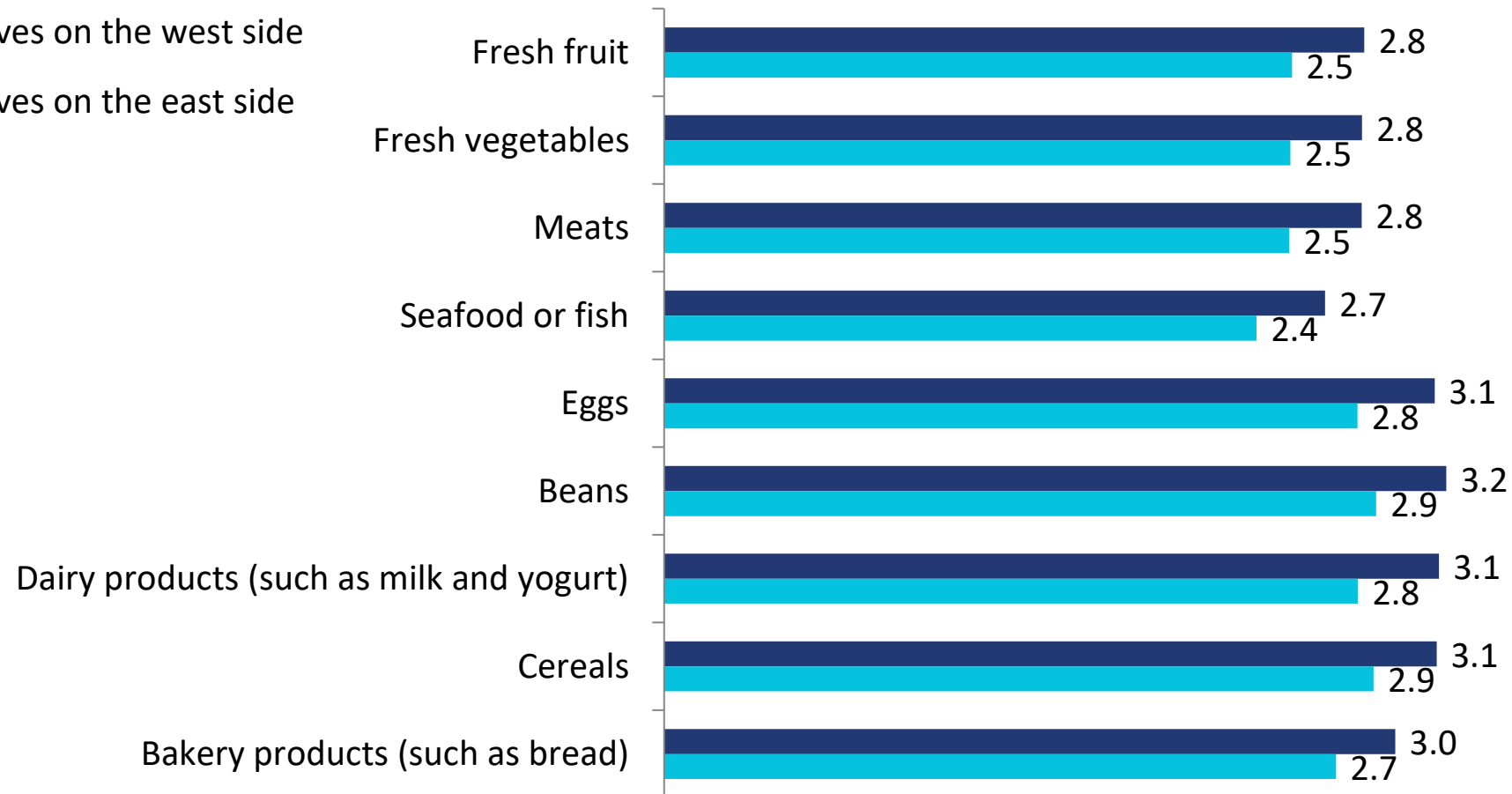


How easy is it for you to get the following kinds of food where a respondent lives

Average rating from 1 (not easy) to 4 (very easy).

Respondents=527 to 602 depending on the item.

- lives on the west side
- lives on the east side



Public Policy Associates



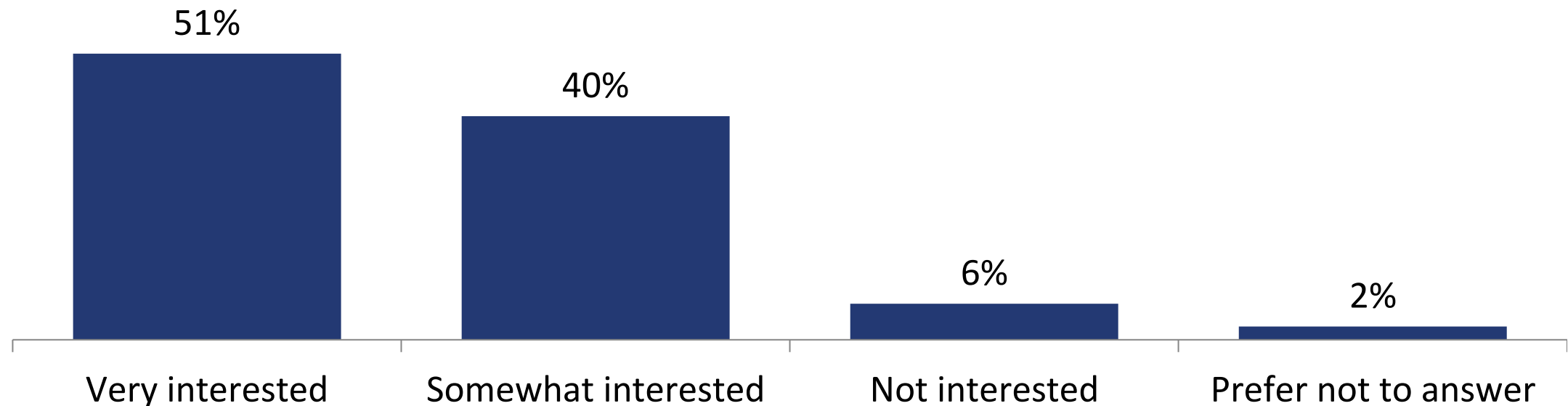
Food Club Feedback



Respondents With Lower Incomes Are Interested in Shopping at the Food Club

How interested are you in shopping at the Food Club?

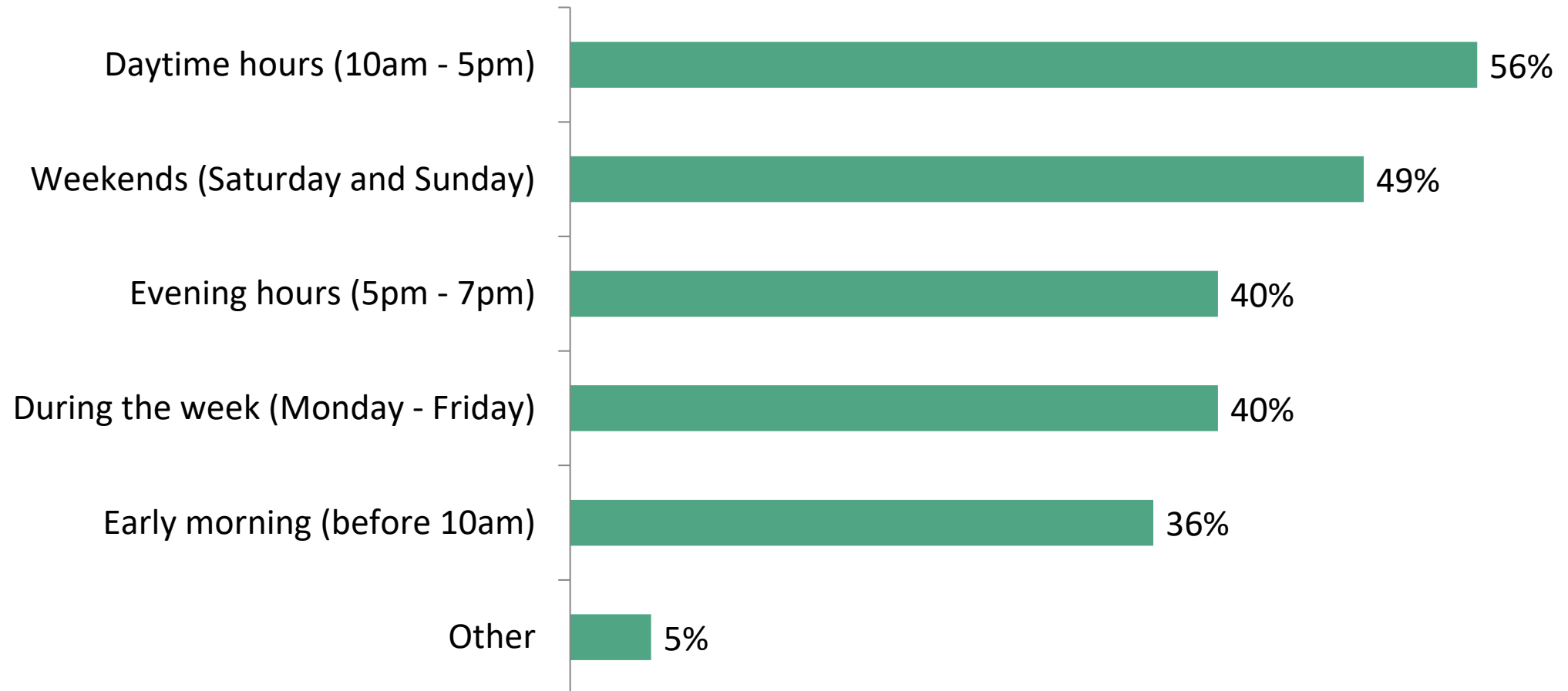
Respondents=465 (Only includes respondents that indicated they have an income that may be eligible for the Food Club)





What days and times would you most want to shop at the Food Club?

Respondents=466 (Only includes respondents that indicated they have an income that may be eligible for the Food Club.)



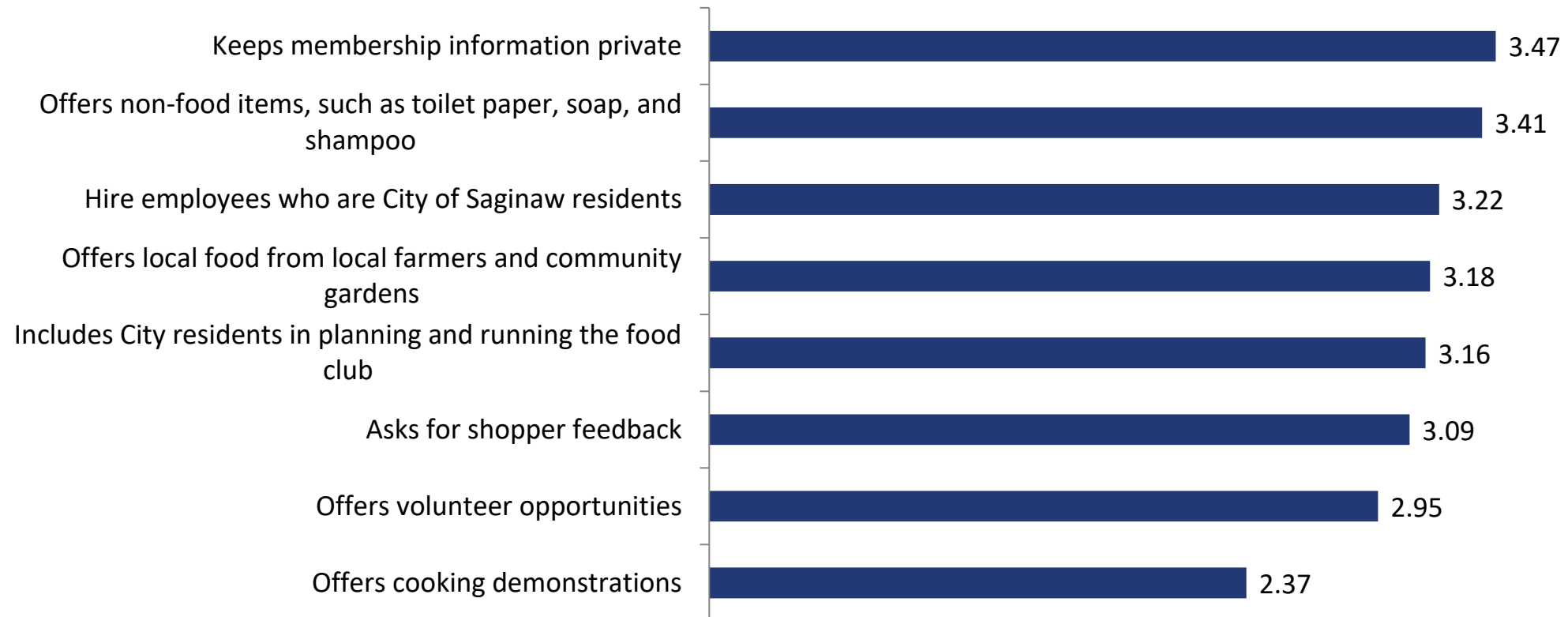


How important is it that the Food Club does the following...

Average rating from 1 (not important) to 4 (very important)

Respondents=457 to 464 depending on the item.

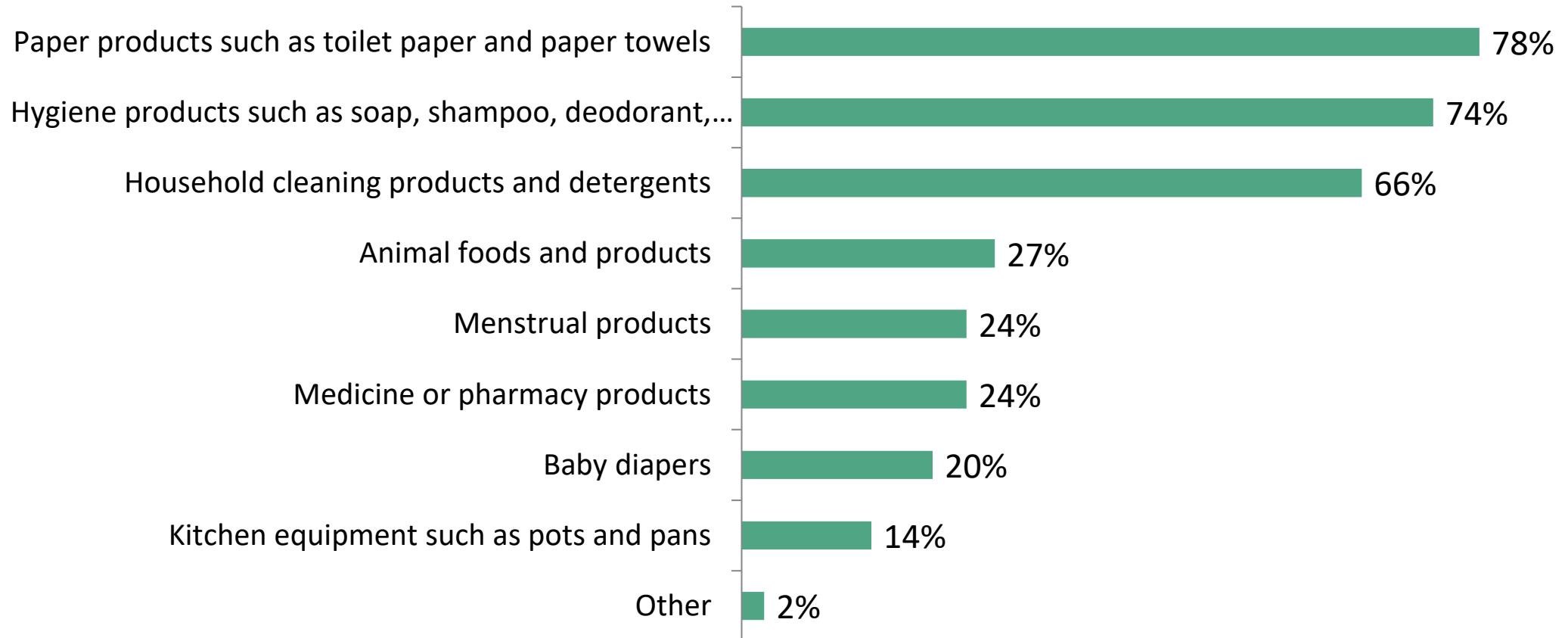
Only includes respondents that indicated they have an income that may be eligible for the Food Club.





Which non-food items would you most like to see at the Food Club? You can select up to three. Respondents= 464

Only includes respondents that indicated they have an income that may be eligible for the Food Club.



Public Policy Associates



THANK YOU!

517-485-4477
publicpolicy.com





Saginaw Food Access Study Findings

FINAL REPORT

Public Policy Associates is the public policy research and evaluation firm known for uncovering powerful insights that implore action. In a world saturated with information, our commitment to accuracy and transparency helps policy makers make a tangible difference in the lives of real people.

January 2024