

**CITY OF ANN ARBOR  
REQUEST FOR PROPOSALS FOR FOOD CONCESSION  
OPERATIONS FOR PARKS & RECREATION SERVICES**

**RFP- 794**

**DUE: April 29, 2011**

The City of Ann Arbor is soliciting proposals to establish a contract with qualified firm(s) to provide food concession operations for various Parks & Recreation facilities located within the City of Ann Arbor.

Proposals will be received by the Procurement Unit of the City of Ann Arbor, 100 N. Fifth Ave., on or before **April 29, 2011 at 4:00 p.m.**

The City of Ann Arbor officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from the MITN System are guaranteed access to receive addendum information, if such information is issued.

**THE CITY OF ANN ARBOR RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Any deviation from the specifications must be noted on the proposal.  
Please submit proposal on or before the date and time given above to:

City of Ann Arbor  
Procurement Unit  
100 N. Fifth Ave.  
Ann Arbor, Michigan 48104

Three (3) hard copies and one (1) electronic copy of the proposal shall be submitted. **Proposals must be submitted in a sealed envelope marked: "RFP – FOOD CONCESSION OPERATIONS FOR PARKS & RECREATION SERVICES". Cost proposals must be submitted in a separate sealed envelope and identified as such.**

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

### **Background**

The City currently owns a number of food concession facilities/areas at various parks facilities throughout the City. The majority of these locations are currently not being operated as food concession areas.

The City of Ann Arbor wishes to establish a contract with qualified firm(s) to provide food concession operations at one or all (or any combination thereof) of the various Parks & Recreation facilities identified in this RFP. This proposal covers the operation of food and beverage concessions (excluding vending beverage machines) in accordance with the following specifications and general conditions.

### **THIS CONTRACT SPECIFICALLY PROHIBITS ANY SALE OF ALCOHOLIC BEVERAGES WITHIN THE PARKS.**

1. All food and food products offered for sale shall be from sources approved or considered satisfactory by the Washtenaw County Health Department.
2. Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state, and federal law.
3. The City of Ann Arbor Parks & Recreation Services has an exclusive contract with Pepsi through 2013 to provide fixed fountain beverage, over the counter beverage and beverage vending services. Responders must be able to adhere to this exclusive agreement by providing only Pepsi products as part of their concession services.
4. Mobile food carts will also be considered as part of the overall work plan proposal

### **Specifications/Scope of Work**

Listed below are descriptions of the existing food concession locations for all designated City Parks and Recreation parks and facilities and seasons of operation:

#### **Buhr Park Pool - (Memorial Day – Labor Day)**

Buhr Park Pool features a six- lane, 25 yard pool with a deep well and a separate 0" depth entry children's wading pool with interactive play toys. The pool offers family and lap swimming, group and private swim lessons, youth swim team, water polo camp and a summer day camp. Buhr Park also features 39 acres of rolling hills, picnic areas with grills, children's play area, softball diamonds, soccer fields and outdoor tennis courts.

*Estimated Number of Pool Visitors: 35,000*

**Buhr Park Ice Arena - (November 1 – April 1)**

Buhr Park Ice Arena is a covered, outdoor ice rink that offers public ice skating, drop-in hockey and group ice rental. The facility has a heated lobby, vending, restrooms and four separate locker rooms for hockey.

*Estimated Number of Ice Arena Visitors: 21,000*

**Fuller Park Pool & Athletic Fields - (Memorial Day – Labor Day)**

Fuller Park Pool is comprised of a waterslide, 50 meter outdoor lap pool and shallow area with ramp access, a 12' deep diving well and plenty of grassy area for relaxation. The pool offers family and lap swimming, group and private swim lessons, masters swim team and a summer day camp. Fuller Park is also home to an athletic field complex (7 total fields) that hosts a variety of adult and youth sports practices and games including soccer, lacrosse, ultimate Frisbee and flag football. There is a concession building on site but it is not currently being used for this purpose.

*Estimated Number of Pool Visitors: 60,000*

*Estimated Number of Athletic Field Visitors: 15,000*

**Veterans Memorial Park Pool - (Memorial Day – Labor Day)**

Veterans Memorial Park Pool features a fan-shaped zero depth area with a “raindrop,” interactive water play apparatus, a handicap access ramp, and a 125 foot waterslide. The pool offers family and lap swimming, group and private swim lessons and a youth swim team.

*Estimated Number of Pool Visitors: 35,000*

**Veterans Memorial Park Ice Arena - (September – May)**

Veterans Memorial Park Ice Arena features an NHL regulation-size rink with spectator seating for 2,000. The Ice Arena offers public skating, instructional skating, drop-in hockey, adult hockey leagues, ice rental and serves as the home arena for Dexter Boys Varsity Hockey and Pioneer Girls Varsity Hockey.

*Estimated Number of Ice Arena Visitors: 77,000*

**Veterans Memorial Park - (April-October)**

Veterans Memorial Park is a 37-acre park located between Jackson Ave and Maple Road. The park contains lighted baseball and softball fields, picnic shelter, concession area, parking, restrooms, drinking fountain, a play area, picnic tables and tennis courts. This park hosts a variety of adult and youth

softball/baseball practices and games during weekday evenings and all day on weekends. The concession area is currently closed for renovations however a mobile concession operation is desired until the renovated concession area is completed and ready for use.

*Estimated Number of Park Visitors: 25,000*

**Southeast Area Park - (April-October)**

Southeast Area Park is a 26.5-acre park located on Ellsworth at Platt. This recreation area contains two play areas, lighted softball and basketball, soccer fields, picnic shelter, concession area, parking, drinking fountain, restrooms, picnic tables and benches. This park hosts a variety of adult and youth sports practices and games including softball, soccer and flag football during weekday evenings and all day on weekends. The concession area is currently not being used for concession but is renovated and ready for use.

*Estimated Number of Park Visitors: 15,000*

***\*All facilities are open seven days a week with varying hours.***

***\*Hours of Operation for concessions will be determined in conjunction with the Concessionaire and City of Ann Arbor based on the season and need of each specific facility.***

**Duration of Contract**

Contractors will supply two separate proposals that will commence on July 1, 2011.

1. The first proposal will be based on a (3) three-year agreement.
2. The second proposal will be based on a (5) five-year agreement.

It will be at the City's sole discretion to select which options best suite the need of the various facilities.

The City may elect to renew the selected option for one additional period of the same length as the original contract. For any renewal period authorized by the City, product and supply cost will be subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

## **Contract Incentive Program**

For each proposal contractors need to offer and articulate incentives they will offer for entering into an exclusivity partnership with the City of Ann Arbor. At a minimum, the contractor should be prepared to offer the incentives identified below.

### **3-year Contract**

1. Sponsorship:
  - a. Contractor shall pay the City of Ann Arbor a sponsorship in the amount of \_\_\_\_\_ dollars per year for a three-year contract which will be used to help fund the City of Ann Arbor Scholarship Program. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.
2. Additional incentives offered by the Bidder.

### **5-year Contract**

1. Sponsorship:
  - a. Contractor shall pay the City of Ann Arbor a sponsorship in the amount of \_\_\_\_\_ dollars per year for a five-year contract which will be used to help fund the City of Ann Arbor Scholarship Program. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.
2. Additional incentives offered by the Bidders.

## **Menu**

The Operator shall develop a proposed menu and list of particular Concession Services to be provided (the "**Menu**") for review and approval by the Parks & Recreation Services Manager, which shall include the list of items to be sold and the prices at which such items will be sold. An initial Menu has been approved by the Parks & Recreation Services Deputy Manager, a copy of which is attached as Exhibit A to this agreement. The Operator shall retain the right to modify the Menu, subject to the review and

approval of the Parks & Recreation Services Deputy Manager, which approval shall not be unreasonably withheld.

Foods and beverages offered for sale shall be sold at reasonable prices. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. It is agreed that all articles sold or used under this Agreement will be pure and of good quality.

The successful vendor shall keep at all times on public display, the prices, rates and charges which may be made for the sale of goods and services to the public. Concession signage shall be attractive and professional.

### **Quality**

The Concessionaire shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with City personnel. The Concessionaire shall, at all times, comply with the Federal Pure Food and Drug Laws and other applicable laws and regulations of the United States, the State of Michigan, the local County, and the municipalities wherein the facilities are located, and all applicable health rules and regulations. All foods must be fresh and of best quality at all times.

### **Supervisor**

The concessionaire shall at all times provide an active, qualified and competent supervisor of the facility who shall be authorized to represent and act for the Concessionaire in matters pertaining to the day to day operation of the facility. The Concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service to the public.

### **Employees**

All employees of the Concessionaire shall be clean, courteous, efficient and neat in appearance. The staff employed by the Concessionaire must be trained in customer service skills. The Concessionaire shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. The Concessionaire shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder and all such help and personnel shall be admitted to the park(s) free of charge when serving in an official work capacity. The Concessionaire shall comply with all applicable State and Federal Employment laws and regulations.

### **Qualifications of Contractor's Employees**

The contractor shall supply fully trained, competent concession staff. Any inability by the contractor to maintain a regular and consistent work force may result in default of contract. All employees shall be bonded under the contractor's company name.

**Work Requirements** – The contractor is not allowed to employ illegal aliens to perform concession services or any services in City facilities.

**Language Skills** – All employees and representatives of the contractor's company must be fluent enough in the English language to read and understand ingredient labels and signs as well as converse understandably with City management, other personnel and the general public. The contractor's

supervisor must be fluent in the English language. The contractor shall not employ or allow to work in or around the building any person under the legal working age.

### **Discrimination Prohibited**

The contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

### **Prohibition of Political and Religious Activity**

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

These general requirements shall be incorporated in the entire agreement between the City of Ann Arbor and the Contractor. The contract shall be binding upon the parties hereto and their respective successors and assigns.

### **Facilities**

The City will provide for the use of the successful proposer such refreshment stands, buildings, rooms and locations as are now existing and being used for the purpose of providing the services herein specified. The Concessionaire may have the option to make alterations in the concession premises but cannot do so without the written approval of the City.

### **Garbage Disposal**

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Ann Arbor. The vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location(s).

### **Utilities**

The City shall provide for lights, power, gas, and water used and consumed in connection with the operation of the food service operation of this agreement.

### **Accounting Procedures**

All commission payments due the City shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month, and shall be accompanied by a statement in duplicate showing detailed receipts. The Concessionaire's gross sales shall be evidenced by cash register readings and must reflect all sales made by the Concessionaire. The Concessionaire shall provide the cash register to be used. The Concessionaire shall furnish the Parks & Recreation Services Unit a daily sales report

showing gross receipts. The Concessionaire agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the City and to permit inspection of said books and records by the City.

### **Condition and Surrender of Property**

The concession stand, buildings, rooms, locations, and equipment, or all parts thereof, which are the property of the City shall remain the property of the City upon termination of the contract by expiration or otherwise, the successful bidder shall surrender possession of all said premises and all parts thereof in as good condition as said premises were when first occupied by the successful proposer, under the terms of the contract, ordinary wear and tear, and damages caused by casualty or acts beyond the control of the successful proposer are damaged or destroyed by fire, act of God or otherwise so that same cannot be repaired or replaced within sixty (60) days, that at the option of the City, the contract shall terminate and each party shall be released from further obligations.

### **Repairs and Maintenance**

The City shall provide for the repair and maintenance, other than routine daily cleaning/maintenance procedures, of all City owned fixed and non fixed food service equipment during the operating season. The Concessionaire shall not make any alterations in the concession premises without the written approval of the City. Repair costs resulting in abuse or neglect of daily routine cleaning and maintenance of the equipment shall be paid by the Concessionaire.

The vendor shall repair any damages resulting from negligence on his/her part or on the part of any of his employees or agents, to City property or equipment. Failure to make said repairs after receiving written notice from the City will result in City repair, the reimbursement of which shall be paid by the vendor within fifteen (15) days after notice. Failure to make such payment shall place the vendor in default of their contract and subject to termination of the contract, at the discretion of the City.

### **Equipment**

Equipment furnished by the City under the contract will be maintained by the Concessionaire. Equipment that breaks during the contract where the break is not due to the actions of the Concessionaire will be replaced at the City's expense and will become property of the City of Ann Arbor. The Concessionaire may bring in their own equipment at the Concessionaire's expense if required for food offerings and equipment will remain property of vendor. Miscellaneous cooking utensils shall be provided by the concessionaire.

### **Advertising**

The Concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him. The Concessionaire shall not employ or use any persons known as "criers" or other noise makers or means of attracting attention to the Concessionaire's business, not approved by the City, or to the extent of creating a nuisance.

### **Exclusive Clause**

The City warrants to contract exclusively with a single successful proposer to perform the described services herein. The successful proposer shall have exclusive rights to the park concessions during special events.

### **Selection Criteria/Evaluation Factors**

Proposals will be evaluated and ranked. The City of Ann Arbor reserves the right to reject any and all proposals to make an award based directly on the proposals or to negotiate further with one or more firms. The City reserves the right to reject all bids and request new proposals. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

#### **1. Qualifications and Experience – 20 points**

The firm shall have experience in food concessions for similar projects. Outline why the City should select your firm to provide the required services. Provide a profile of your firm, including history. Clearly identify who shall be assigned to this project. Identify the role he/she will play and include a resume and a brief overview of his/her involvement (include experience with public sector clients). Extra consideration will be given to locally owned businesses.

#### **2. Comparable Projects – 20 points**

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

#### **3. Methodology/Work Program – 30 points**

Provide the firm's method of approach or work plan summary to meet the City's objectives and components identified in the Request for Proposal. Include type and variety of concession items offered, to include affordability to the public.

#### **4. Cost/Commission Proposal - 30 points**

Present a cost or commission proposal.

### **General Conditions**

All proposals will be evaluated and ranked. The City of Ann Arbor reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Ann Arbor reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Ann Arbor.

The City of Ann Arbor reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with short listed proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Ann Arbor reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Ann Arbor upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of award of the contract shall be voidable at the discretion of the City of Ann Arbor.

No proposal may be withdrawn after it has been deposited with the City of Ann Arbor, except as provided by law.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever; shall be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Ann Arbor unless requested otherwise at the time of submission. Ownership of all data, materials and documentation originated and prepared for the City of Ann Arbor pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Ann Arbor. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of:

Jeff Straw  
Parks & Recreation Services Deputy Manager  
City of Ann Arbor  
100 N. Fifth Ave, PO Box 8647  
Ann Arbor, MI 48107  
734-794-6230 x42501  
jstraw@a2gov.org

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

The City of Ann Arbor shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in the City's best interest. A designated representative of the City of Ann Arbor will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Ann Arbor's best interest and will be final. The City of Ann Arbor reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

The contractor shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represents that advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to the requested services.

It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Proposers are advised that the proposals received as a result of this request are considered to be under evaluation from the close date until contract award. City staff is restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

### **Hold Harmless**

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Ann Arbor, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Ann Arbor against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Ann Arbor, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Ann Arbor by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

### **Instructions to Proposers**

- The following pages include a vendor questionnaire to be completed and submitted with **three (3) copies** of your proposal. Each item must be completed with a response. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. **Questions regarding the proposal must be made in writing prior to April 1, 2011 at 4:30 p.m.**, at which time a response will be prepared in the form of an Addendum and posted on the MITN website.
- **A mandatory pre-proposal meeting will be held on Friday, April 8<sup>th</sup> at 9:00 a.m. in the 3<sup>rd</sup> floor conference room at City Hall, 501 N. Fifth Ave.** The purpose of this meeting is to discuss the project with prospective proposers, to answer any questions concerning the RFP, to walk through the facilities and/or otherwise discuss the City-selected park locations. Any questions and answers furnished will not be official until verified in writing by the Purchasing Division. Answers that change or substantially clarify the proposal will be affirmed in writing. Copies will be provided to all in attendance.

- The proposal is to be completed in legible form, preferably with computer word processing software.
- NO FAXED OR E-MAILED PROPOSALS WILL BE ACCEPTED. All information requested herein must be submitted with the proposal prior to the due date; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete. The City reserves the right to postpone the due dates for its own convenience. Proposals are considered received when in the possession of the Procurement Unit's Office at the due date and time.
- TIMELY SUBMITTAL: Proposals are accepted until **April 29, 2011 at 4:00 P.M.**
- All information requested herein shall be submitted with the Request for Proposals (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
- If your firm uses a standard contract, please provide a copy with your submittal.

**REQUEST FOR PROPOSALS  
FOR FOOD CONCESSION  
CONCESSION OPERATIONS  
RFP-794  
VENDOR QUESTIONNAIRE**

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Firm Established: Years in Business:** \_\_\_\_\_

**Type of Organization:** (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other (Specify) \_\_\_\_\_

**How many years has your company been providing food concession services? Provide historical narrative of experience and qualifications.**

How many public sector (governmental) clients has your company served? Please provide listing.

How many clients does your company currently serve with the type of services described?

Explain the capacity of the services being provided.

Provide a list of clients served within the last three (3) years (at least 5). Include name, address, phone number, contact person and briefly describe scope of services performed.

How many employees does your company employ?

Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_

Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member.

Describe methods of communication with your clients.

Describe in detail your work plan or methodology to meet the needs of the City.

Have you been involved in any litigation during the past five years? If so, provide an explanation.

Please attach a copy of your standard contract.

## ATTACHMENT A

The items offered for sale at the concession could include the following but are not exclusive to:

- Hot dogs
- Nachos
- Pretzels
- Chips
- Popcorn
- Candy bars
- Ice Cream
- Small Candy
- Fountain pop
- Gatorade
- Water
- Ice Tea
- Coffee
- Hot Chocolate
- Additional Healthy Options (fruit, granola bars, power bars, etc)

\*No glass bottles are allowed on any City of Ann Arbor outdoor pool decks