

**CITY OF ANN ARBOR  
REQUEST FOR PROPOSAL  
RFP-783**

**CAFÉ OPPORTUNITY  
ANN ARBOR MUNICIPAL CENTER ATRIUM**



Section 1

## General Information and Instructions

### 1.0 INTRODUCTION AND PROJECT DESCRIPTION

The City of Ann Arbor is requesting proposals from interested and qualified entities to operate a café in the atrium of the Ann Arbor Municipal Center which will house the City's Customer Service Center, City Police, 15<sup>th</sup> District Court, and all other City Hall functions. The Municipal Center is located at the intersection of Huron and Fifth and incorporates both the new structure as well as the existing Larcom City Hall building. The Municipal Center is currently under construction and is presumed to be fully open to the public in the late spring of 2011. Architecturally the Center has a modern element with the new structure and outdoor plaza which includes public art as well as 1960's design from the older Larcom building. The new building will be LEED Certified – meaning it has been constructed with a high level of environmental considerations. The Café's location will be located in the atrium which connects the Larcom building (city hall) and the new municipal building, which is proximate to a consistent flow of traffic being located directly across from the elevator banks. The Ann Arbor Police Department will be headquartered in the new municipal building which will have a staffed front desk on a 24 hours basis. Due to the open lobby of the municipal building, the atrium is scheduled to be unlocked and open to the public at all times of the day. This allows the tenant of the Café to regulate their own hours as they deem appropriate. The Café space consists of up to 440 square feet interior shell with the possibility to have seating in the atrium as well, however seating and use of the atrium by the Café is subject to approval by the City and cleaning/upkeep by the Café at tenant's cost if utilized. The Café will have a view of the plaza and public art and will face E. Huron. This Request for Proposal (RFP) contains the key questions and informational requirements for respondents to address.

### 2.0 HOW TO SUBMIT A PROPOSAL / TIMELINE/EVALUATION AND SELECTION

**2.1 Contact/Questions.** The City of Ann Arbor Procurement Services Office has issued this Request for Proposal. Inquiries and requests for clarification of the RFP arising during the process or proposal preparation may be directed to:

Dee Lumpkin  
Customer Service Procurement Assistant  
Financial Services Area  
City of Ann Arbor  
100 N. Fifth Avenue  
Ann Arbor, Michigan 48104

Telephone: (734) 794-6576  
Fax: (734) 994-1795  
Email: [dlumpkin@a2gov.org](mailto:dlumpkin@a2gov.org)

Please reference Municipal Center Atrium Café when making an inquiry.

### 2.2 Proposal Clarifications

Should any prospective Respondent be in doubt as to the true meaning of any portion of this solicitation, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests may be submitted during the proposal cycle from the release date through the deadline specified and will only be accepted by e-mail to [dlumpkin@a2gov.org](mailto:dlumpkin@a2gov.org) **All clarification request submissions must be received no later than January 12, 2011 5:00 P.M.** The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a proposal addendum. Staff will e-mail any addendums to each prospective Respondent's Primary Contact recorded as having attended and signed the roster at the pre-proposal meeting. Any addendum issued by the City shall become part of this solicitation. Respondents should consider, and must include, issued addendums in preparing their proposals. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

### 2.3 Proposal Timeline

RFP Issuance:	December 13, 2010
Pre-Proposal Meeting:	January 5, 2011
Response Due Date:	January 19, 2011
Respondent Presentations:	By Invitation
Anticipated Award Date:	February 18, 2011

\*This schedule is for informational purposes only, and is subject to change at the City's discretion.

### 2.4 Pre-Proposal Meeting

A MANDATORY pre-proposal meeting will be held at 1:00 p.m. on January 5, 2011 5th Floor Conference Room, City Hall, 100 N. Fifth Avenue, Ann Arbor. The purpose of this meeting is to discuss the objectives and requirements of the RFP and its implementation with prospective respondents, and to answer questions concerning the RFP. Any questions and answers furnished will not be official until verified in writing and if appropriate an addendum will be issued by the City. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies will be provided to all in attendance. It is required that interested parties attend this meeting. A Respondent may not bring more than two persons to the pre-proposal meeting. It is required that one of the two persons in attendance for a Respondent be the intended primary contact for Respondent if the contract is awarded to that Respondent.

FAILURE TO ATTEND THE MEETING OR SIGN THE RFP NO. 783 ROSTER AT THE PRE-PROPOSAL MEETING WILL AUTOMATICALLY DISQUALIFY A RESPONDENT FROM SUBMITTING A VALID PROPOSAL. Any proposal(s) submitted by a party not attending or signing the roster at the pre-proposal meeting will not be opened or considered.

The City does not warrant or guarantee the accuracy of the information provided within this RFP or distributed at the Pre-Proposal meeting. Rather, it is providing the information for background purposes only, and not for any other purpose. Potential Respondents are not relieved of their responsibility to

make personal investigations to determine the overall requirements, the work involved, and the condition of the current facilities, and shall determine to its own satisfaction the conditions to be encountered, the nature of the environment, the difficulties involved, and all other factors affecting the work proposed pursuant to this Request for Proposal.

**No Meeting Minutes will be taken.** Questions answered during the meeting will not be written in further addenda, unless additional clarification(s) are required. Questions left unresolved from the meeting will be addressed within a written addendum, and sent through e-mail to each Respondent's primary contact.

## **2.5 Site Visit**

As of December 13, 2010, the site mentioned in this proposal is **not** ready for companies to visit. Plan drawings are attached to this RFP which provide all relevant information about the space including electrical and plumbing locations. A pre-bid meeting is scheduled for January 5, 2011. Appropriate City staff and/or contractors will be available to answer questions about the floor plans or the RFP.

## **2.6 Proposal Submission**

All proposals must utilize the Proposal Submission Form (Exhibit C) which contains the questions relating to Successful Respondent's organization, personnel, and experience that would substantiate its qualification and capabilities to perform the services required by the scope of the RFP.

Sealed proposals will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which proposals will be publicly opened. Each proposal must be enclosed in a sealed envelope, endorsed across one end: RFP NO 783, Café Opportunity, Ann Arbor Municipal Center Atrium.

**One original and one electronic copy (.pdf), disk or flash drive, of the Proposal must be submitted. Faxed proposals will not be accepted.** The information included in the proposal should be as concise as possible. To be considered each Respondent must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of the proposals is to be made by the Respondent. Appendix A of this RFP, Legal Status of Proposal Respondent and Contract Compliance Form must be completed and returned with the proposal. An official authorized to bind the Respondent to its proposal provisions must sign each proposal copy in ink.

Proposals must arrive on or before the time and date specified. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Respondent is responsible for the actual delivery of the proposals to the City of Ann Arbor Procurement Services Office as of the deadline. Respondents agree to honor their proposal for a period of one hundred eighty (180) days from the proposal due date. All proposals become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

Proposals may be withdrawn in writing and submitted by facsimile, mail or hand delivered from a Respondent prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

The City accepts no financial responsibility for costs incurred by any Respondent in responding to this RFP. By responding to this RFP the Respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal.

## **2.7 Proposal Evaluation and Award**

This is a request for proposal and not a bid process. The City has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the City as a whole. The City reserves the right to accept other than the most financially advantageous proposal.

An Evaluation Committee will review all proposals. The City will award the Lease based on the proposal that best meets the City's requirements outlined in this RFP, would provide the best service to the public, and would provide the greatest return to the City.

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation to the Committee. The Selection Committee will schedule oral presentations with the selected Respondent(s). The selected Respondent(s) will be given the opportunity to discuss in more detail their qualifications and to clarify or elaborate on their submitted proposal. The interview shall consist of a presentation of approximately sixty (60) minutes by the selected Respondent, including the person who will be the project manager on this Contract, followed by up to forty (40) minutes of questions and answers. The selected Respondent may use audiovisual aids during the oral interviews. Interviews may be televised and open to the public.

The Respondent will be re-evaluated based on the criteria below after the presentation.

## **2.8 Evaluation Criteria**

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. The City reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

1. Thoroughness and completeness of proposal; responsiveness to RFP requirements.
2. The scope, extent, applicability and quality of proposer's experience, particularly with regard to the development of a food service operations as well as proposed management and operational plan.
3. Financial resources, history and references of the proponents as well as the feasibility of the proposal.
4. Financial and managerial capacity of respondent to accomplish and maintain all aspects of the operation including custom build-out.
5. Creativity and compatibility of proposed operation with the surrounding uses and local community.
6. Quality, feasibility and character of proposed design.

7. Competitiveness, appropriateness, feasibility of proposed Lease Fee.
8. Evaluation of professional qualifications and personal background of the individuals involved in the operation. Required Minimum qualifications of the Successful Respondent have been established for this RFP at five or more years of continuous experience in the development, management and operation of a high quality food service/Café facility. Successful Respondent must have demonstrated managerial and staffing resources to maintain high quality, successful operation. Successful Respondent must have demonstrated financial capacity to finance improvements and operating costs for the project that it proposes.

### **3.0 COMPLIANCE REQUIREMENTS**

#### Non-Discrimination By City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Human Resources Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Human Resources Director as having fulfilled affirmative action requirements for a period of twelve (12) months at which time the Human Resources Director will conduct another review. Other firms shall develop an affirmative action program in conjunction with the Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

#### Living Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance.

#### Independent Cost Determination

1. By submission of a proposal, the Respondent certifies in connection with this proposal: (a) It has arrived at the costs in the proposal independently, without consultation, communication, or

agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal Respondent or with any competitor; (b) Unless otherwise required by law, the costs which have been quoted in the proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other prospective Respondent or to any competitor.; and (c) No attempt has been made or shall be made by the proposal Respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing the proposal certifies that he/she is the person in the proposal Respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1(a)-(c) above. If 1(b) has been modified or deleted, the proposal will not be considered for award unless the Respondent furnishes with the proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and the City determines that such disclosure was not made for the purpose of restricting competition.

#### **4.0 INDEPENDENT CONTRACTOR**

The relationship between the Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contract shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose.

#### **5.0 COST LIABILITY**

Successful Respondent shall bear all costs associated with submitting the proposal. The City of Ann Arbor does not pay finder's fees or commissions for opportunities arising under this RFP. Any such compensation must be negotiated between the proposer and his or her agent or broker, if any.

#### **6.0 INSURANCE**

If the Successful Respondent selected, before beginning operations, shall procure and maintain at Successful Respondent's own expense for the duration of the agreement, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the possession, occupancy, operation and use of the Premises by Successful Respondent, its agents, representatives, employees or subcontractors with the following minimum insurance requirements: General Liability: \$1 Million Combined Single Limit per Occurrence, and \$2 Million Aggregate Single Limit per Occurrence; Workers' Compensation and Employer's Liability Insurance in conformance with Michigan law; Personal Property Insurance in the amount of at least 100% of the full replacement value.

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.

Additional types of insurance coverage may be appropriate or required by the City based on the proposal selected.

The City shall be listed as an additional named insured on the Commercial General Liability and any excess/umbrella liability policy.

Insurance policies shall be endorsed to provide thirty (30) days' written notice to the City before cancellation, reduction or other modification of coverage. Respondent's policies shall be primary and non-contributing with any insurance carried by the City.

The Successful Respondent shall be required to indemnify, hold harmless and defend the City against any and all liability claims, costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (City or otherwise) occurring in connection with or in any way incident to, or arising out of the occupancy, use, service, operation, or performance of work in connection with the awarded agreement.

The Successful Respondent shall assume all costs arising from the use of copyrights, patented materials, licenses equipment devices or processes used in the operation of, or incorporated, in the contracted facilities and shall indemnify and hold harmless the City from all suits of law or actions of every nature for or on account of the use of any patented or copyrighted materials, equipment, devices or processes.

## **7.0 CONSTRUCTION; BONDS**

It is the City's intention to design and build basic facilities for the provision of Café Services with input from the Successful Respondent. Respondent will be responsible for cost and construction of any build-out enhancements if approved by the City, including the requirement of a performance bond.

## **8.0 PERMITS AND LICENSES**

The Successful Respondent shall have and maintain, at its cost, valid and appropriate permits and licenses for proposed uses.

## **9.0 RESERVATION OF RIGHTS**

The City reserves, and may in its sole discretion, exercise the following rights and options with respect to this Request for Proposals (RFP)

- a. to accept, reject or negotiate modifications to any and all proposals as it shall, in its sole discretion, deem to be in its best interest; submission of an RFP does not bind the City to any action or to any party. Submissions do not create or assume any relationship, agency or obligation by the City, its officers or employees.
- b. to issue additional solicitations for proposals and/or addenda to the RFP;

c. to award the Lease to the Successful Respondent the City has determined to be most responsive, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the City most advantageous to and in the best interest of the City;

d. to negotiate with any one or more of the respondents;

e. to waive any irregularities in any proposal;

f. to select any proposal as the basis for negotiations or a Lease Agreement, and to negotiate with respondents for amendment or other modifications to their proposals;

g. to conduct investigations with respect to the qualification of each respondent; to obtain additional information deemed necessary to determine the ability of the respondent to carry out the obligations of the Lease. This includes information needed to evaluate the experience and financial capability of the respondent.

## Section 2 Specifications and Requirements

### GENERAL INFORMATION

The dedicated Atrium space for the Café consists of up to 440 square foot interior space with a possible additional outdoor dining area and dining in the Atrium. For purposes of responding to this Proposal, the Respondent may indicate an interest, if any, in utilizing this additional seating but they should not plan for the costs or operations of this area at this time. Since the City still has this area under construction and hasn't finalized the municipal uses of this area, the availability of the space cannot be finally determined at this time. Premises Area is illustrated in Exhibit A.

It will be the responsibility of the Successful Respondent to provide all additional tenant improvements which the City does not agree to provide.

### CONTRACT

The City may award a Lease to the Successful Respondent to design, improve and operate a café in accordance with a Lease Agreement to be prepared by the City of Ann Arbor. The City anticipates providing some basic tenant up fit not to exceed \$10,000.00 with the objective of the space being utilized for a Café but with the flexibility to be a vending area, like the Ann Arbor District Library, if an acceptable Respondent is not found. The City will collaborate with the Successful Respondent on any specific improvements (up to the previously identified total of \$10,000.00). The café space is completely unfurnished and the Lease holder will have the opportunity to decorate the space as appropriate for their business.

#### 1.0 Term

The City anticipates a lease term of 5 years subject to renewal options. The Proposal shall specify the desired time period of lease and renewal options. If the Successful Respondent refuses or fails to perform any of the terms of in its contract, including poor services or default payment, the City may, after written notice, terminate the contract. In addition the any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and contractor shall be liable for any damages to the City resulting from contractor's default.

#### 2.0 Rent

The City's primary desire for the Café is to provide service to the many constituents that utilize the Ann Arbor Municipal Center. Although most activity occurs during the normal work day, City Hall has a number of regularly scheduled evening meetings which are open to the public. The City does not anticipate requiring a minimum/base rent but does desire Respondents to propose what percentage of the monthly gross sales (food, beverage and ancillary sales) they're willing to pay the City on a monthly basis. Utilities will not be separately metered or charged to the tenant, so this should be considered as the Respondent considers the appropriate percentage of sales.

#### 3.0 Rental Concession

The City will not provide the Successful Respondent separate improvement funds. As indicated previously, the City may authorize up fit funds not to exceed \$10,000 consistent with a vending area like the Ann Arbor District Library operates. To the extent a Respondent has desired improvements which are consistent with this alternative use, the City will consider incorporating these

improvements in their planned up fit. Specific discussions for improvements will only be made with the winning Respondent. The Successful Respondent will be responsible for all improvements above the City's basic vending improvements and for all equipment and furnishings.

## SPECIFICATIONS

### 1.0 Management and Staffing

- Respondent shall maintain an adequate staff on duty at all times to ensure quality service.
- Respondent shall be physically and financially responsible for complying with all applicable federal, state and local laws and regulations regarding the employment, compensation and payment of personal. This includes unemployment insurance, worker's compensation and other taxes.

### 2.0 Marketing

- Respondent is encouraged to engage in customer monitoring (e.g. surveys, comment cards) to ascertain the likes/dislikes and dining preferences of City staff and the public.
- In no instance shall the City's name or City seal be used by the Respondent in connection with any advertisement or promotion.

### 3.0 Operations

- Respondent should plan to be open from 7:30 a.m. to 7:30 p.m. on nights when there are City Council meetings (typically the first 3 Mondays of each month). Tuesday through Friday should include a minimum of 7:30 a.m. to 2:30 pm. Saturdays and Sundays do not require operating hours. The Successful Respondent should plan to be open during all normal business days for City staff unless they notify the City Administrator at least two days in advance.
- Respondent must agree to cooperate with; accommodate and coordinate its activities so as not to interfere with those of the Ann Arbor Police Department, 15<sup>th</sup> District Court, and other municipal operation or users occurring in or between the Justice Center and City Hall.

### 4.0 Facilities

- Respondent will be responsible for the design and construction of assigned interior space. All interior and any exterior improvements authorized by the City must compliment the design of the surrounding area. All costs associated with the design and construction of the Café and other assigned space, including applicable permits, are the responsibility of the Respondent.
- Respondent will provide all furnishings, interior lighting (other than standard overhead lighting) and signage (signage may be requested but is not guaranteed to be approved, in the Atrium and designated areas around the exterior of the Municipal Center and/or City Hall.)
- Respondent will provide daily housekeeping, cleaning, preventive maintenance, and sanitation service which include necessary commercial equipment and supplies for all leased or assigned areas. The City will be responsible for general housekeeping of non-dedicated areas of Atrium.
- The City will be responsible for providing electricity, gas, air conditioning (to the extent available), water, sewer service and fire sprinkler(s) for the Café leased or assigned areas. The City will not guarantee an uninterrupted supply of water, electricity, gas and/or air conditioning. The City will be diligent in restoring service following an interruption. The City shall not be liable for any product loss which may result from the interruption or failure of any utility service.

- Respondent shall be responsible for the costs of installation of telephone lines and local and long distance service charges.
- Respondent shall be responsible for costs and maintenance of pest control in assigned areas for production and storage. A schedule of frequency of service shall be provided to the City so it is aware of the activity.
- The City will provide for the removal of trash and garbage from designated receptacles. Respondent will be responsible for transporting all waste from its assigned areas to appropriate receptacles. Respondent will cooperate with the City in minimizing disposal costs. Respondent is encouraged to recycle food, packaging and other items to the extent consistent with local health and safety regulations.
- The City will not provide designated parking to Respondent or its staff.
- Respondent will be required to remove its personal property at the expiration or sooner upon termination of the agreement. On removal of the property, the premises shall be returned to the City in its original state, wear and tear expected.

#### 5.0 Inventory, Equipment, Maintenance, and Repairs

- Respondent shall be responsible for all expendable and non-expendable supplies and equipment (e.g. napkins, plates, cups, flatware, trays and utensils) necessary for the efficient operation of the Café and the service of customers.
- Respondent shall provide, at its own cost and expense, any equipment not provided by the City which the Respondent deems necessary for the efficient operation of the Café and the service of customers. Respondent shall utilize only equipment allowable for the facility under any local, state and/or federal regulations. The City will not be responsible in any way for any equipment supplied by the successful Respondent.
- Respondent shall be responsible for performing proper use and care for the equipment and for maintaining the expendable and non-expendable inventory at the initial level with equal quality merchandise unless otherwise approved by the City.
- No installation of any capital equipment by the City assumed in preparation of the proposal.
- The City agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind or nature, kept or installed by Respondent shall not become the property of the City or a part of the realty no matter how affixed and may be removed, at any time and from time to time during the entire term of the agreement and any renewals.

#### 6.0 Access

- Respondent shall be responsible for any keys or locking devices provided to it at the onset of the agreement. Respondent will be responsible for the cost of replacement of lost keys, and if the City determines that keys lost by Respondent could compromise building security, the Respondent will be responsible for all costs associated with re-keying designated locations.

#### 7.0 Menu; Service Standards

- The City desires the offering of healthy, locally and sustainably grown, organic foods from and the use of sustainable practices, and organic ingredients, whenever possible.
- Respondent should plan on food assembly on-site, if desired, but not cooking, since facilities for an oven and related ventilation are not planned.
- The serving of alcoholic beverages is prohibited in a government building.
- Respondent warrants that all food and beverage items will be fresh and unexpired and that area will be a neat and sanitary environment at all times.
- Respondent shall abide by all Michigan Department of Health regulations pertaining to food services. Respondent shall maintain all applicable licenses and permit and shall offer such

## 8.0 Financial Requirements

- Respondent will exercise maximum security control over all cash, charge and sale transactions. The City will not be responsible for theft or loss of the Respondent's cash or property.
- Respondent will pay all applicable tax attributable to the food service operation. Respondent shall be responsible for collecting and remitting any applicable sales, property, or use taxes.
- Respondent will implement appropriate financial reporting and controls to ensure all sales are adequately documented and provide financial reporting to City on a monthly basis to support the percentage of sales payment made to the City.
- The City will retain the right to inspect and audit the Respondent's financial records if it has cause to believe full payment is not being made.

### Section 3

#### Submission Requirements and Information Required of all Proposal Respondents

##### FORMAT

Proposals shall not exceed twenty (20) double-sided pages in length, including drawings and plans. Each section of the proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. To be considered responsive to this RFP, a prospective Respondent must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

Proposals should be submitted using the following format:

Section 1: Proposal Statement (format attached – Appendix A)

Section 2: Submission Format (format attached – Appendix B) Project Description: This section should provide a narrative summary description of the proposed design and development project. Proposed uses, number and type programs, phasing, concept and building design objectives shall be addressed. This section should also provide an analysis of the impact of the project upon the community, including economic impact through commercial activities, traffic impacts, and other related facets.

Section 3: Project Schedule: This section should include a project completion schedule including start and completion dates and other key dates as identified for action. The proposal must include the time period by which this project will be initiated and completed.

Section 4: Staffing. This section should identify the professionals who will provide the following components of the project: design/development team, construction/renovation (if applicable), management and operations. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Identify where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications of proposed project personnel may be submitted as an appendix.

Section 5: Overview of the Organization and its Services – This section should give a summary of history of the business or organization, including years in operation, locations, size, growth, services and financial stability. Include information regarding any pending or recent lawsuits against the organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

Section 6: Professional Qualifications: This section should include the full name and address of your organization or business and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is qualified to do business. This information shall be provided for all organizations participating in the development of the property. If the proposal is submitted by a lead organization on behalf of several partners, list all key partners and their respective roles in the proposal. Identify the technical expertise, which make the organization(s) qualified for this work.

Section 7: Financial Capacity: This section should provide a description of the financial capacity of the organization, including appropriate documentation. If available, provide 3 years of certified financial statements. Each Respondent shall submit at least two (2) financial references from banks or other financial institutions attesting to the Respondent's financial capacity and ability to finance a project as proposed.

Section 8: Project Financing: This section should include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources if construction/renovation of existing recreational facilities in part of the proposal.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere (brochures, promotional material, etc)..

## **ATTACHMENTS**

EXHIBIT A Site Map

EXHIBIT B Supplemental Questions & Answers

## **APPENDICES**

Appendix A (Proposal Statement), and Appendix C (Contract Compliance Forms) must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

**Exhibit A  
Site Map**

**Exhibit B**  
**Supplemental Questions and Answers**

#1. Q: What will the interior finishes include? A: Concrete floors, sheetrock walls, and storefront glass between doors. Also has windows on south wall looking out on plaza. See A1.51.

#2. Q: What electrical service is provided? A: The café's interior has eleven duplex receptacles on separate circuits. See E3.51. Data and phone lines are provided.

#3. What plumbing service is available? A: No gas service, ¾" domestic cold water and ¾" domestic hot water, 3" sanitary sewer drain line. The City will also provide a general fire sprinkler system that may need to be modified by tenant depending on the tenant's architectural needs.

#4. What mechanical elements will the City provide? A: Building's HVAC

#5. Q: How many visitors does the City expect on a daily basis for Ann Arbor Municipal Center? A: The Police/Courts portion of the building, which has a separate but adjacent entrance, houses approx. 200 employees; however, the Police operations are a 24/7 operation so all employees are not present during a typical workday. The Larcom portion of the building houses another approximately 200 employees. The City's design team estimates approximately 50 jurors a day and up to approximately 600 visitors day to the facilities. The new south plaza will have a water and light sculpture by internationally acclaimed artist, Herbert Dreiseitl. In addition the Municipal Center is proximate to the City Centre Building, the Bank of Ann Arbor, and the Hands-On Museum, which may provide other sources of potential traffic.

Additional Q&As and addendums to the RFP may be issued. See Section 1 of RFP.

**APPENDIX A  
PROPOSAL**

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same Contract; that the undersigned has carefully read and examined the "Request for Proposal" documents, including Information and Instructions, Scope of Project, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the property. Further, the undersigned declares that it has extensive experience in successfully providing the development services required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Proposal is based solely upon the undersigned's own independent business judgment. If the City accepts this Proposal and the undersigned fails to contract and furnish the required earnest money deposit and insurance documentation at the time of execution of the sales contract, then the undersigned shall be considered to have abandoned the Contract. In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the award in any manner the City believes to be in its best interest.

COMPANY NAME\*: \_\_\_\_\_  
STREET/P. O. BOX: \_\_\_\_\_  
CITY, STATE, AND ZIP CODE: \_\_\_\_\_  
DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
PRINTED NAME OF SIGNER: \_\_\_\_\_  
TITLE OF SIGNER: \_\_\_\_\_

\* NOTE: If the PROPOSER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If PROPOSER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If PROPOSER is an individual, his signature shall be placed above.

**APPENDIX B PROPOSAL SUBMISSION FORM:**

All proposals must include this Proposal Submission Form containing the questions relating to Proposer’s organization, personnel, experience and concept that would substantiate its qualification and capabilities to perform the services required by the scope of the RFP. In filling out this Proposal Submission Form respondent may: (1) replicate this format, or (2) utilize this format and fill in the appropriate information, attaching extra pages when additional space is needed. If replicated, the respondent assumes all responsibility for ensuring that all sections and wording are replicated and all requested information is provided utilizing the required format.

**SECTION I. COMPANY INFORMATION**

1. Company Name as Submitted to IRS:
2. Form of Organization: Individual \_\_\_\_, Corporation \_\_\_\_, Partnership \_\_\_\_, Other \_\_\_\_ (explain: )
3. If Corporation, please complete the following:  
Organized under the Laws of: \_\_\_\_\_
4. Authorized Representative Name and Title:
5. Address of Company:
6. City / State / Zip Code:
7. Telephone Number and Fax Number:
8. Employer Tax Identification Number or Social Security Number:

**Section II. REFERENCES**

Industry References - Please provide at least two industry references that can furnish the City information regarding organization or individual’s experience in providing food service operations. Include all information requested below. This information will be used to evaluate each Successful Respondent's service history.

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	
Date of Operation	
Type of Operation	
Number of Users/Sites at which Service was provided for Reference	

**REFERENCE**

Reference Name	
Reference Point of Contact	

POC Job Title POC Phone # and e-mail address	
Date of Operation	
Type of Operation	
Number of Users/Sites at which Service was provided for Reference	

Any major difference between the Respondent’s proposal to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Respondent has provided services, whether listed or not.

**Credit/Bank References**

Please provide at least two bank, lender or other financial institution references that can furnish the City with information regarding organizations or individual’s accounts and credit history. Include all information requested below.

:

**REFERENCE**

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address Brief Description of Relationship:	

**REFERENCE**

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address Brief Description of Relationship:	

**Landlord References**

Please provide at least two recent landlord references (including current landlord if leasing). Include all information requested below.

**REFERENCE**

Landlord Name Address of Property Leased:	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	

Landlord Name Address of Property Leased:	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	

**Section III. SUBMISSION REQUIREMENTS**

A) Statement of Interest: this letter should provide a statement of interest highlighting the Proposer’s qualifications, experience, and its understanding of the elements of this opportunity.

B) Experience: Provide a detailed history and description of organization’s or individual’s experience in development and management of a food service establishment including specific role and accomplishments, dates, size, type of operation, type of tenant improvement, and amount of annual revenues for the three (3) most current consecutive years for each café location; if possible please provide copies of menus.

C) Concept and Operation: Provide a detailed description of the type of operation you propose including theme, menu, prices and hours of operation. Describe type and number of employees as well as management and operations programs and procedures.

D) Proposed Rent and Term: The tenant shall be expected to pay a rental fee to be specified in the proposal. Please describe in detail the proposed lease fee and length of term for the proposed operation.

E) Improvements, Estimated Capital Investment and Source of Funding: Provide a description including estimated amount of all proposed physical improvements, equipment and other investments you intend to make, and the time frame for making those improvements.

F) Financial Capability: (]) Present evidence that the Proposer has the financial capability to carry out the proposed commitments. Evidence may include complete financial statement, audited if possible, for the last completed fiscal year; detailed financial resume/balance sheet of principal participant(s) listing all income, expenses and assets including partial ownership interest in and income from any partially owned assets and list direct and contingent liabilities. This information will assist City to determine if Proposer retains the financial capability to manage the desired café.

G) Conflicts: Each Respondent shall state whether or not any of the Respondent's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Ann Arbor, or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Ann Arbor.

H) Please provide any

City of Ann Arbor

**LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

\_\_\_\_\_ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

\_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.71/hour when health care is provided, or no less than \$13.06/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2010.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_

**OR**

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form?**

**Contact:** Procurement Office City of Ann Arbor  
Phone: 734/794-6576