

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
#6063
CATERING AND
MANAGEMENT SERVICES
FOR
SHARON MILLS COUNTY PARK
Washtenaw County, Michigan

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6760)





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6063

April 1, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed request for Proposal (RFP) # 6063 for Catering and Management Services for Sharon Mills County Park.

Sealed Proposals: Contractor will deliver one (1) original and **four (4)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

by 2:00 p.m. on Tuesday April 29, 2003

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

An optional **pre-proposal meeting** will be held on **Tuesday, April 22, 2003 at 10:00 a.m. at Sharon Mills County Park**, 5701 Sharon Hollow Road, Sharon Township, MI.

- Please use the attached self-addressed label or the envelope should be clearly marked "**SEALED RFP # 6063**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760**.
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319**.

Thank you for your interest.

I. PROPOSAL SPECIFICATIONS

Definitions:	"County"	is Washtenaw County in Michigan.
	"Bidder"	an individual or business submitting a bid to Washtenaw County.
	"Contractor"	One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County Parks and Recreation Commission is requesting bids for Catering and Management Services for the Sharon Mills County Park.

Proposal Terms:

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.
- B. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 2-5, for Washtenaw County contract requirements.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, **original** proposal and **four (4) copies** must be at the County Purchasing Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- E. The compensation requirements stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.
- F. The WCPARC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the WCPARC's sole judgment, the best interests of Washtenaw County will be so served.

II. PROPOSAL SPECIFICATIONS

I. Facility Location

Sharon Mills County Park is located at 5701 Sharon Hollow Road, one-quarter mile south of Bethel Church Road in Sharon Township, Washtenaw County.

II. Description and Purpose

Recently, the Washtenaw County Parks and Recreation Commission has restored the 19th century Sharon Mills on the River Raisin and developed the surrounding 26 acres into Sharon Mills County Park. The park offers a museum, meeting room, and facilities for picnicking, fishing, and related park purposes. The mill consists of a Greek Revival stone and wooden structure, with a dam and hydroelectric generator built by Henry Ford. Sharon Mills is a National Register Site and is included in the Ford Heritage Trail System.

The mill was a popular place for weddings in the 1990's and the Commission would like to make the facility open to the public for uses of this type.

The renovated mill and site has available for use (see site plan and floor plan):

- modern electrical service and lighting
- two handicapped accessible restrooms
- 35'x24' museum room (normally closed during the evening)
- 42'x23' meeting/reception room (the main area for events with a capacity limited to 50 persons)
- 9'x10' coffee bar with sink and counter space (adjacent to meeting room)
- parking lot for 20 cars
- new 25'x40' picnic pavilion with large grill
- paved patio on the south side of the new mill addition
- brick terrace and pergola north of the mill
- open lawn areas (suitable for picnics and outdoor gatherings)
(see attached drawings)

III. Scope of Services

The grounds of Sharon Mills County Park are open from dawn to dusk from April to November but, currently, the mill building is only open by appointment. The Commission would like to enter into an agreement with a firm or individual, "Contractor", who would take over the rental of this facility for special events like weddings, anniversaries, graduations, parties, corporate retreats, etc. The building is potentially available most evenings and weekends throughout the year. The Contractor would assume complete responsibility to publicize, schedule, stage and staff the events. The Commission intends to grant exclusive rights to the management of the facility to a single Contractor. The Commission expects to receive a fair percentage of the rental charges paid to the Contractor by the renters to defray operating expenses (periodic maintenance, heating, electricity, etc.).

The Commission will work with the Contractor to develop specific policies and rules of operation for the facility consistent with current policies established by the Commission. The Contractor needs to understand that the facility is located in a park that is open to the public and that this function will continue when the park is open, even when an event is scheduled. The Commission is willing, however, to place limits on the hours of operation to facilitate the special events described in this proposal.

Specific Tasks

The Contractor would be responsible for providing services similar to the following (depending on the proposed uses):

1. Publicize the availability of the facility (i.e., place ads in local newspapers).
2. Accept and respond to public inquiries regarding availability of the facility.
3. Accept reservations, deposits and payments from renters.
4. Be responsible for the opening and closing of the facility (mill and parking lot), prior to and subsequent to events.
5. Supply and setup the equipment required for the events: tables and chairs, china, silverware, glassware, etc. – whatever the function requires.
6. Provide food and beverages to be consumed at the events and equipment needed for heating and or food preparation.
7. Provide properly trained and adequate staff for events and supervise their work.
8. Cleanup after the event and remove all trash generated by the events from the site, including the pavilion and outdoor areas used by guests. Clean and restock the restrooms with paper products. Sweep and mop the floors and wash the windows in the meeting room (principal event area).
9. Establish operating procedures to reduce the likelihood of damage to County property.
10. Provide regular financial statements and payment to the County of agreed upon revenue share.
11. Perform any other duties that are required to ensure the safe, sanitary and legal operation of the facility in the public interest.

The Contractor must have insurance, name the County as an additional insured, and sign a standard contract with Washtenaw County (Section III. STANDARD PROVISIONS FOR CONTRACTS).

IV. Proposal Requirements

Proposals are sought from firms with recognized expertise in catering and/or event planning. Submittals should include the following:

1. Contractor's name, address, and name of primary contact person
2. Statement of qualifications and experience
3. Resumes of key personnel
4. List of client references
5. Completion of Contractor Questionnaire

V. Consultant Selection

Consultants are encouraged to visit the site and inspect the Mill prior to submitting their proposal. An optional pre-bid meeting will be held at the Mill on April 22, 2003 at 10:00 am.

WCPARC staff will review the submitted proposals and will select firms to meet with in an interview format, to discuss the project and consultant qualifications, in greater detail. Those firms selected will be scheduled for interview on May 6, 2003. Final selection will be made by May 13, 2003. The selected consultant will meet with the County to negotiate a contractual agreement between the County and the consultant, as soon after the final selection as is reasonable.

VI. Preliminary Timetable/Schedule

RFP issued	April 7, 2003
Pre-bid meeting at Sharon Mills	April 22, 2003 at 10:00 am
Proposal submittal deadline	April 29, 2003 at 2:00 pm
Candidate interviews	May 6, 2003
Selection recommendation	May 9, 2003
Contract award	May 13, 2003
Facility available for rental	May 23, 2003

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (***SPELL OUT SCOPE OF SERVICE***)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (***SPELL OUT DOLLAR AMOUNT***).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is responsible to Washtenaw County Parks and Recreation Department Director or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V- PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

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Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens,

finances, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody

or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during

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the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$8.70 per hour with benefits or \$10.20 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2002 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

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This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

CONTRACTOR QUESTIONNAIRE (must be completed)

1. Describe the experience you/your organization has in businesses related to catering and/or event planning.

2. Describe your marketing, advertising and sales promotion plans.

3. List the major equipment you own to equip the mill for functions you would manage. List the other major equipment you would hire.

4. In what other businesses are you financially interested?

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5. Provide a financial statement, in accordance with generally accepted accounting procedures, for your most recent financial year demonstrating an ability to manage the mill.

6. Projected use and revenue

SAMPLE EVENT	CHARGE	CONTRACTOR SHARE	COUNTY SHARE
Weekend wedding/party			
Monday-Thursday wedding/party			
Retreat/business meeting			
Outdoor only event			
Other (specify)			
Other (specify)			

If awarded this contract by Washtenaw County the Contractor expects to: rent out the facility _____ times per year,

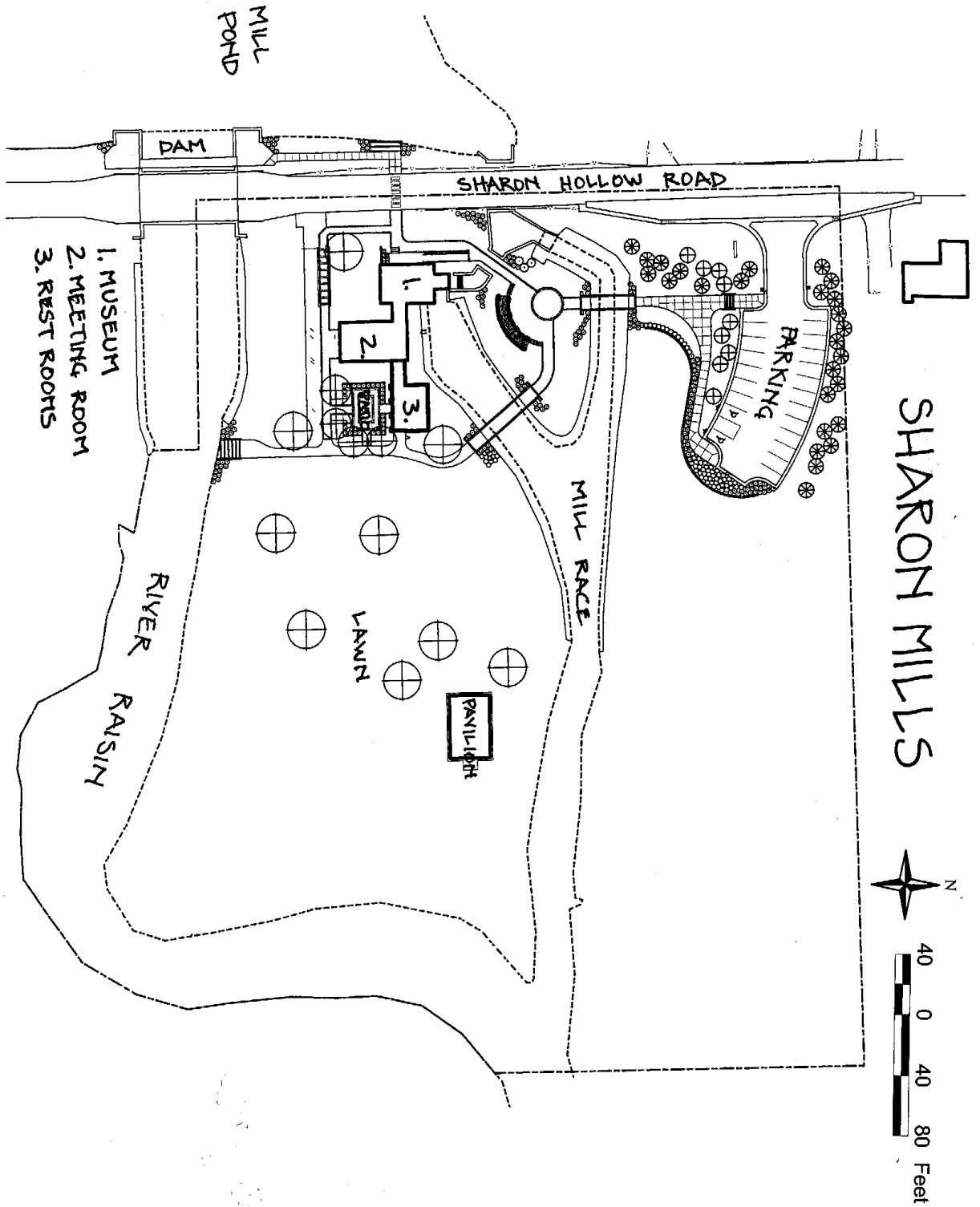
Charge an average fee of \$_____ per use, and

Pay the County a commission of _____% of the fees collected (range of values is acceptable, e.g., 25-35%).

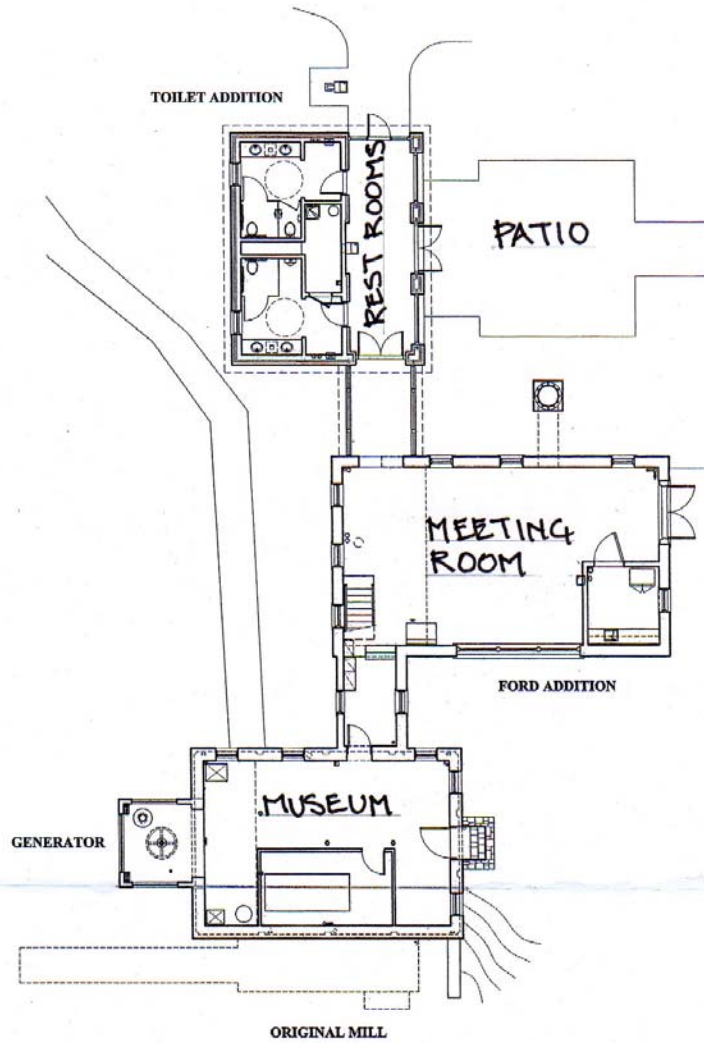
We estimate that the County will receive \$_____ annually from this contract.

NOTE:

The Contractor will be required to provide an insurance certificate and sign a standard Washtenaw County Service Contract. The initial contract term will be from signing until December 31, 2004.



SHARON MILLS
HISTORIC MILL BUILDING
Washtenaw County Parks and Recreation Commission



LOWER LEVEL PLAN



Sharon Mills North Elevation



Sharon Mills South Elevation

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals.