



CITY COUNCIL ACTION REPORT

January 5, 2009

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager, Finance and Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 3: Exercise Renewal Option -
Community Center Catering

Background

- On February 26, 2007, Troy City Council awarded a contract to provide catering services at the Troy Community Center for two years with an option to renew for two additional years to Sankofa Housing (aka A and S Catering) of Detroit, MI, as a result of a best value process expiring March 31, 2009. {Resolution #2007-02-058-E4d}
- A and S Catering served 84 events in 2007/08 and achieved an 85% score on their performance evaluation after the first year. 32 events have been catered from 7/1/08 to 11/30/08.
- A market survey was not performed by the Purchasing department as the request for proposal process evaluates other factors including the menu and rate of return.

Financial Considerations

- A and S Catering provides the City with an 18% share of catering revenue.
- During 2007/08, the City earned \$15,494 from this contract. Although this amount was less than the \$23,800 earned while under contract with Emerald Food Service in 2005/06, patrons are not required to use A and S Catering for their events. When A and S Catering is not used for a meal function, the group reserving the room is charged a service and cleaning fee, which resulted in approximately \$10,900 in additional revenue. In addition, the City collected \$7,100 in vending machine revenue, which was also a part of Emerald Food Service's revenue sharing plan. The contract with A and S Catering resulted in \$33,494 in revenue for 2007/08 making it the best year the Community Center ever had.
- The City's revenue share for 08/09 catering services thru 11/30/08 totals \$6,947.55.
- When bids were received in 2007 for this contract, A and S Catering's return on gross receipts of 18% was significantly higher than the other four bidders (the 2nd highest was 10%). All were given the opportunity to match the 18%; all declined.

Legal Considerations

- RFP-COT 06-59 to provide two year requirements of Catering Services was competitively bid and vendors were given the opportunity to respond with their level of interest in providing services for the Troy Community Center, in accordance with Chapter 7 of the City Code.

January 5, 2009

To: Phillip L. Nelson, City Manager
Re: Catering Contract Renewal

Legal Considerations - continued

- Agreement for Catering Services was reviewed and approved as to form and legality by the Law department.

Policy Considerations

- Troy Community Center strives for a balanced and healthy economy reflecting the values of a unique community in a changing and interconnected world. (Outcome Statement III)

Options

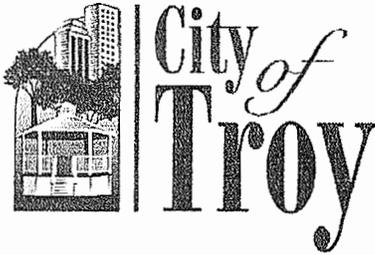
- City management and the Parks and Recreation Department recommend renewing the Troy Community Center catering contract with Sankofa Housing (aka A&S Catering) for two additional years under the same prices, terms and conditions expiring March 31, 2011.
- If the contract is not renewed, the City will re-issue a Request for Proposal to provide catering services at the Community Center.

APPROVED AS TO FORM AND LEGALITY:

By: _____

Lori Grigg Bluhm, City Attorney

Information Provided By: Kraig Schmotlach, Community Center Facility Manager



December 5, 2008

ATTN: Karl Johnson
 Sankofa Housing
 3034 East Jefferson, Suite 619
 Detroit, MI 48207

Dear Mr. Johnson:

On February 26, 2007, the City of Troy entered into contract with Sankofa Housing to provide catering services at the Troy Community Center for two years with an option to renew for two additional years at the same prices, terms, and conditions as the original contract.

Please fax this letter back indicating if Sankofa Housing wishes to renew this contract until March 31, 2011. Our fax number is (248) 689-6497. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval.

If you have any questions please call me at (248) 526-2655.

CHECK ONE:

Sankofa Housing is interested in renewing the contract under the same prices, terms, and conditions:

Sankofa Housing is not interested in renewing the contract:

X 

Signed: Authorized Company Representative

Date: 12.8.2008

Thank you,
 Kraig Schmottlach
 Parks and Recreation Department
 City of Troy

AGREEMENT

CATERING SERVICES AT THE TROY COMMUNITY CENTER

THIS AGREEMENT entered into on January 13, 2009, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and Sankofa Housing (aka A&S Catering), hereinafter referred to as the preferred Troy Community Center Caterer or Preferred Caterer.

WITNESSETH:

In consideration of the City naming Sankofa Housing (aka A&S Catering) as the Preferred Troy Community Center Caterer, the Preferred Caterer agrees as follows:

1. The Preferred Caterer named above shall pay the City 18% of the gross receipts for the use of the premises from all funds derived from catering services less Michigan sales tax.
2. All payments shall be received by the City of Troy within 14 days of the last day of the month.
3. The prices charged by the Preferred Caterer are subject to approval by the City and, once established, shall not be changed without approval of the Parks and Recreation Director or designee. Prices will be re-evaluated at the conclusion of each year of the Agreement.
4. The Preferred Caterer shall have no authority or power to assign, sublet, or transfer any rights, privileges, or interests without obtaining prior written permission from the City.

5. The Preferred Caterer or his agents or employees shall not sell or permit intoxicating liquors to be consumed by minors and shall be required to be in compliance with all State and Local liquor laws and requirements.

6. The Preferred Caterer will provide all necessary equipment, supplies, food, and personnel to staff and service events authorized through the Troy Community Center.

7. The kitchen is available for the Preferred Caterer

Monday through Friday	2-10:30pm
Saturday	8am-9pm
Sunday	9am-6pm

The closing time may be extended if the finish time of the event goes beyond regular business hours as noted above. The Preferred Caterer will need to contact the facility manager when it needs to access the facility for an event, to ensure appropriate space is available to stage food/beverages for the event. The kitchen and loading dock may be used for staging only when the Preferred Caterer or City has obtained the necessary license and certification as required by the Oakland County Health Department. Once obtained, the City may allow limited food preparation/cooking. Kitchen must be cleaned after each use including removal of trash, cleaning counters and mopping floors. Failure to return the kitchen to a clean condition as determined by the City will result in additional charges to the Preferred Caterer for cleaning (currently billed @\$15/ man hour).

8. The Preferred Caterer will maintain the exterior and interior of the Hall / Banquet area in the same quality level as at the time of the award of this agreement. The Preferred Caterer must clean all food spills caused by the

catering staff. All food preparation and serving areas shall be in compliance with all City ordinances, state law, and applicable health standards. Other than tables and chairs, the Preferred Caterer will provide all set-ups of banquet areas unless other directives are provided in the specifications. The Preferred Caterer will be responsible for expenses associated with damages to the facility made by their staff either by negligence or accident.

9. Event dates are to be booked using Troy Community Center guidelines stated in the specifications. City staff, if deemed to be in the City's best interest, may update these provisions and procedures. Any changes to those procedures will be given to the Preferred Caterer in writing and will be on file in the office of the Community Center Facility Manager.

10. The Preferred Caterer agrees to remove all catering equipment (unless approved by the facility manager) and linen used, and clean tables, remove set-ups, food and trash within thirty- (30) minutes of the conclusion of the event.

11. The Preferred Caterer agrees to comply with all federal, state and local laws, rules and regulations, and ordinances and with all Oakland County Health Department regulations, and must obtain and keep current a Servsafe certification.

12. The Preferred Caterer will provide uniforms for its employees, and shall require the uniforms to be maintained in a clean and neat appearing manner. The City shall have the right to mandate that the Preferred Caterer permanently remove an employee from working at the Community Center for inappropriate behavior.

13. The Preferred Caterer shall carry liability insurance in the amount of \$1,000,000 for any actions, claims, liability or damages caused to others arising out of the operation and maintenance of premises including product liability and workmen's compensation, consistent with the sample form attached to the request for proposal documents. Furthermore, the Preferred Caterer agrees to hold the City harmless for any claims, actions, liabilities or damages arising out of the operation, maintenance, or management of the banquets.

14. All insurance policies must be approved as to form and amount by the City and copies of certificates of insurance furnished to the City. All policies, except workmen's compensation, must name the City as an additional insured.

15. Copies of all damage or accident reports submitted to insurance companies dealing with any damage or accident that may occur during an event, must also be sent to the City.

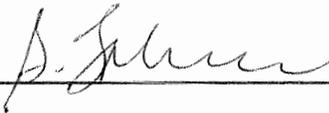
16. The Preferred Caterer shall not be in arrears for any amounts invoiced by the City.

17. The services of the Preferred Caterer are not exclusive. The City's event policy will allow customers to engage the services of other caterers, if requested, who have not been pre-qualified.

18. This agreement shall terminate on March 31, 2011, which may be extended for an additional two-year period based upon mutual consent of both parties within 90 days of agreement expiration. Either party upon provision of 90 days written notice may cancel the agreement without cause.

19. This Agreement incorporates by reference the Request for Proposal #06-59 documents and the Preferred Caterer's proposal as though fully set out herein. These documents constitute the entire Agreement and any changes thereto shall be in writing signed by both parties unless otherwise set out in the Agreement.

WITNESS:

- 1. 
- 2. 

PREFERRED CATERER:

Karl Johnson 
(Name)
Vice President
(Title)

CITY OF TROY:

By Louise E. Schilling, Mayor
Tonni Bartholomew, City Clerk

Philip L. Nelson, City Manager or Designee
Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:
By _____
Lori Grigg Bluhm, City Attorney



CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

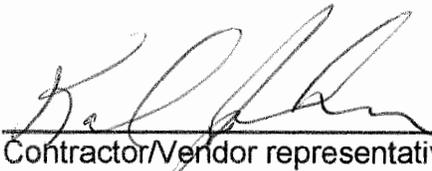
To the fullest extent permitted by law,

(Name of the Contractor/Vendor: Sankofa Housing (aka A&S Catering)

) agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or 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/agreement.

(Contract/Agreement:

)

 01-13-2009

Contractor/Vendor representative signature/date



Witness

City of Troy representative signature/date

Witness

THEREFORE, BE IT RESOLVED, That the option to renew the contract for two additional years is hereby **EXERCISED** with Majik Graphics, Inc. to provide vehicle graphic material and/or installation under the same prices, terms, and conditions as the original contract, to expire February 28, 2009.

b) **Standard Purchasing Resolution 2: Bid Award – Lowest Bidders Meeting Specifications – Turfgrass Chemical Products for Sylvan Glen and Sanctuary Lake Golf Courses**

Resolution #2007-02-058-E-4b

RESOLVED, That contracts to purchase seasonal requirements of chemicals for the Sylvan Glen and Sanctuary Lake Golf courses is hereby **AWARDED** to the lowest bidders meeting specifications as follows:

<u>BIDDERS</u>	<u>ITEMS</u>
Tri-Turf of Farmington Hills, MI	1,6,7,9,22,29,37
IKEX LLC of Tecumseh, MI	2,20
Turfgrass, Inc. of South Lyon, MI	3,4,10,11,12,16,17,19,21,23,24,28,32
Lesco, Inc. of Cleveland, OH	5,25
Great Lakes Turf LLC of Grand Rapids, MI	8,13,14,15,18,31,34,35
UAP Professional Products of Linden, MI	26,27,30,33,36

for an estimated total cost of \$178,277.95, at unit prices contained in the bid tabulation opened January 9, 2007, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of December 31, 2007.

c) **Standard Purchasing Resolution 1: Award to Low Bidder – Aquatic Center Umbrellas**

Resolution #2007-02-058-E-4c

RESOLVED, That a contract to furnish nine (9) Funbrella Palm twenty-foot straight arm, non-retractable umbrellas is hereby **AWARDED** to the low bidder, Recreonics, Inc. of Louisville, KY, for an estimated total cost of \$23,345.00.

d) **Standard Purchasing Resolution 8: Best Value Award – Community Center Catering**

Resolution #2007-02-058-E-4d

RESOLVED, That a contract to provide catering services at the Troy Community Center for two (2) years with an option to renew for two additional years is hereby **AWARDED** to Sankofa Housing of Detroit, MI, the bidder with the highest score and overall return, as a result of a Best Value process which the Troy City Council determines to be in the public interest at an 18% return on gross revenue expiring March 31, 2009; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed proposal and contract documents, including insurance certificates and all

other specified requirements; and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement when in acceptable form.

E-5 Molnar v. Janice Pokley, City of Troy, et al.

Resolution #2007-02-058-E-5

RESOLVED, That the City Attorney is hereby **AUTHORIZED** and **DIRECTED** to represent the City of Troy in any and all claims and damages in the matter of Gerald Molnar v Care House, Amy Allen, Renee Molnar, Janice Pokley, and City of Troy and to **RETAIN** any necessary expert witnesses to adequately represent the City.

E-6 Bid Waiver – Professional Services – Police Department Promotional Testing Services

Resolution #2007-02-058-E-6

WHEREAS, EMPCO, Inc. has been providing testing and hiring services for the City's Police Department for 16 years; and

WHEREAS, EMPCO meets departmental needs, complies with Act 78 Commission requirements, purchased all the Michigan Municipal League's testing services and has proven to be fair and impartial;

THEREFORE, BE IT RESOLVED, That formal bidding procedures are hereby **WAIVED** and a contract to provide police lieutenant, police sergeant, and police captain promotional testing be awarded to EMPCO, Inc., at a cost not to exceed \$2,100.00 for preparing, administering and scoring the sergeants written examination; \$4,800.00 per assessment center, plus \$400.00 per candidate based on five (5) applicants; add \$3,000.00 for each multiple of five (5) or fraction thereof; and mileage reimbursement for three (3) assessors and one (1) facilitator at a rate of \$.445 per mile; and

BE IT FINALLY RESOLVED, The City Manager and Human Resources Director are hereby **AUTHORIZED TO EXECUTE** this contract with EMPCO, Inc. when in acceptable form.

E-7 Amendment #1 – Tennis Court Reconstruction

Resolution #2007-02-058-E-7

WHEREAS, On March 6, 2006, a contract to reconstruct the east and west tennis courts at Boulan Park was awarded to the lowest bidder meeting specifications, ABC Paving Company of Trenton, MI, for an estimated total cost of \$116,452.00, at prices contained in the bid tabulation opened on February 8, 2006 (Resolution #2006-03-126-E4c); and

WHEREAS, It is recommended that the contract be amended to allow for additional work, which was uncovered during the reconstruction of the east tennis courts;



CITY COUNCIL ACTION REPORT

February 19, 2007

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Susan A. Leirstein, Purchasing Director
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Standard Purchasing Resolution 8: Best Value Award –
Community Center Catering

Background

- On January 16, 2007, requests for proposals (RFP) were received to provide catering services at the Troy Community Center.
- 75 vendors were notified via the MITN e-procurement website. Five (5) companies responded with one statement of no bid received.
- The RFP stated that the caterer with the highest rating would set the rate of return for all responsive caterers meeting minimum requirements.
- No other vendors were willing to accept the rate of return (18%) proposed by Sankofa Housing, the highest rated proposal.
- Groups using the Community Center will be allowed to use other caterers, but the user group will pay a service and cleaning fee and be required to adhere to the attached policy. (Exhibit 1)

Financial Considerations

- Based upon the return schedule of 18% of gross receipts, the Sankofa Housing proposal is the most beneficial to the City of Troy Community Center.

Legal Considerations

- RFP-COT-06-59 was competitively bid and all vendors were given the opportunity to respond with their level of interest in providing catering at the Community Center.
- The award recommendation is based on best return to the City, ability to provide service and menu selection.
- The contract award is contingent on the recommended bidder's submission of proper contract and proposal documents, insurance certificates, and all other specified requirements.

Policy Considerations

- By establishing catering services, the City will benefit from the highest rate of return while offering menu variety at competitive prices. (Goal II)

February 19, 2007

To: Phillip L. Nelson, City Manager
Re: Best Value Award – Community Center Catering

Options

- City management and the Parks and Recreation department recommends awarding a two-year contract for Community Center Catering with an option to renew for two (2) additional years to Sankofa Housing of Detroit, Michigan, the highest rated as well as offering the highest return, as a result of best value process with an 18% return on gross revenue.

Exhibit 1

Troy Community Center Food/Beverage Policy

Groups that would like to serve food or beverages at their events in the Troy Community Center have the following options:

1. Order from the Community Center “preferred” caterer(s). If a qualifying meal is ordered, the group will receive a 35% discount on the room rental charges (excluding labor) provided the following minimum conditions are met:
 - Qualifying food order must be \$5 or more per person
 - Group size of 20
 - Two hour room rental

2. Order from a caterer that is not “preferred”. Groups may hire another caterer to provide food and beverages but are subject to the following charges and conditions:
 - Cleaning Fee - \$30
 - Service Fee (per person) - \$.75 for breakfast, \$1 for lunch, \$2 for dinner (There is no service fee if beverage or snacks are served)
 - Breakfast items include bagels, muffins and pastries. Snack foods include pre-packaged non-perishable items and desserts.
 - Caterer must have valid kitchen license.
 - Caterer or group will not have access to the kitchen area.

3. Carry in food prepared from home, store or restaurant. Groups, with the exception of non-profit groups (see below) may bring in their own food and beverages but are subject to the following charges and conditions:
 - Cleaning Fee - \$30
 - Service Fee (per person) - \$.75 for breakfast, \$1 for lunch, \$2 for dinner (There is no service fee if beverage or snacks are served)
 - Breakfast items include bagels, muffins and pastries. Snack foods include pre-packaged non-perishable items and desserts.
 - Group will not have access to the kitchen area.
 - The food being served is only available to members of the group. It cannot be served to the public.

Other Information

1. Any non-profit tax exempt (501c) corporations, community/civic organizations, churches, fraternal bodies, educational units or government organizations that consist of at least 75% Troy residents in attendance are permitted to carry in food prepared from home without incurring the service fee and will be subject to the cleaning fee if the room does not pass a post event inspection.
2. Individuals visiting the Community Center may consume food brought from home or purchased at a restaurant without incurring a cleaning fee or service fee as long as the food is not being served for a group function. For example, a patron may eat their individual lunch anywhere in the facility.

Exhibit 1

3. The kitchen is not available for use by any group except by a “preferred” caterer who may use it in the process of staging their meal.



EXECUTIVE SUMMARY

Troy Community Center Caterers

STATISTICS:

- ◆ **Seventy-Five (75) Firms notified via the MITN e-procurement website**
- ◆ **Five (5) proposals were received**
- ◆ **All five (5) proposals qualified by passing the minimum requirements**
- ◆ **Sankofa Housing was the most qualified firm by receiving the highest weighted score**

The following bidders submitted a proposal and received the indicated final scores:

Firm	SCORE
Sankofa Housing	68
Cranks Catering & Food	55
Kosch Catering	45
Golden Spice	44
Emerald Food Services	38

Attachments:

- ✓ Weighted Final Scoring
- ✓ Evaluation Process



WEIGHTED FINAL SCORING
Troy Community Center Caterers

Final Score Calculation:

$$\begin{aligned}
 &40\% \times \text{Return Score (100 pt Base)} \\
 &35\% \times \text{Menu Score (100 pt Base)} \\
 &\text{15\%} \times \text{Sample Food Score (100 pt Base)} \\
 &\text{10\%} \times \text{Other (100 pt Base)} \\
 &75\% \qquad \qquad \qquad = \text{Final Weighted Score}
 \end{aligned}$$

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 100.

Return Score: 40%

Vendors:	Weighted Criteria - Difference in Return 1-(High Return - Proposal Return) / high return] x available points
Kosch Catering	[1 - (18% - 6%)/18%] x 100 = 33
Cranks Catering & Food	[1 - (18% - 10%)/18%] x 100 = 56
Emerald Food Services	[1 - (18% - 3.50%)/18%] x 100 = 19
Golden Spice	[1 - (18% - 8%)/18%] x 100 = 44
Sankofa	[1 - (18% - 18%)/18%] x 100 = 100

Menu Score: 35%

	Raters:	1	2	3	AVERAGE
Vendors:					
Kosch Catering		86	96	93	92
Cranks Catering & Food		93	99	91	94
Emerald Food Services		78	88	91	86
Golden Spice		59	87	79	75
Sankofa		63	88	89	80

FINAL WEIGHTED SCORE:

VENDORS:	Kosch Catering	Cranks Catering & Food	Emerald Food Services	Golden Spice	Sankofa **
Score					
Price Score: (x .40) =	33 x .40 = 13	56 x .40 = 22	19 x .40 = 8	44 x .40 = 18	100 x .40 = 40
Menu Score: (x .35) =	92 x .35 = 32	94 x .35 = 33	86 x .35 = 30	75 x .35 = 26	80 x .35 = 28
Final Score:	45	55	38	44	68 **

** HIGHEST RATED VENDOR – RECOMMENDED AWARD



SELECTION PROCESS

CRITERIA FOR SELECTION

The identified City Committee will review the proposals. The City of Troy reserves the right to award this proposal to the company considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Qualifications Evaluation.

Bidders will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

Phase 2: Menu Evaluation Process.

- o The City Committee will use a weighted scoring sheet to evaluate the required submitted menus.
- o Each Committee Member will calculate a weighted score.
- o The scores of the three Committee Members will be averaged into one score for each bidder for this phase of the process.

Phase 3: Food Evaluation Process (optional)

- o The City Committee will use a weighted scoring sheet to evaluate the submitted food samples.
- o Each Committee Member will calculate a weighted score.
- o The scores of the three Committee Members will be averaged into one score for each bidder for this phase of the process.

Phase 4: Return

Points for price will be calculated as follows:

FORMULA –

$[1 - (\text{High Return} - \text{Proposal Return}) / \text{high return}] \times \text{available points}$

The caterer with the highest rating will set the rate of return for all caterers.



Phase 5: Other (Optional)

Proposals may be assessed “Other” points for items not specified, but for which the Evaluation Committee deems as outstanding.

Phase 6: Final Scoring and Selection

The highest final weighted scored will be the caterer(s) recommended to the Troy City Council for Award.

40% x Return Score (100 pt. Base)	=	
35% x Menu Score (100 pt. Base)		=
15% x Sample Food Score (100 pt. Base)		=
<u>10% x Other (100 pt. Base)</u>	=	
100%		Final Weighted Score

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City’s best interest to do so.