



REQUEST FOR PROPOSAL

**ADVISORY CONSULTING SERVICES TO ASSIST
WITH THE DEVELOPMENT OF CITY OWNED PROPERTY
LOCATED AT 319 S. FIFTH AVENUE, ANN ARBOR, MI**

RFP-758

January 5, 2010

City Administrator
CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, MI 48104

I. Purpose of the Request

The City of Ann Arbor is seeking an experienced real estate firm or professional to advise and assist the City as it works to redevelop a city-owned property located in the heart of downtown Ann Arbor, Michigan. This consultant will help the City select a preferred development team and assist with negotiations, as well as provide expert information as part of the City's overall communication and engagement strategy with its community about this development.

This RFP is seeking submission of qualifications from multi-disciplinary professionals who have a proven track record of providing real estate development advisory services to municipalities and other public bodies for large infill downtown multiuse projects.

Four (4) written copies and one (1) electronic copy (pdf format) of the qualifications submission are due by January 13, 2010 at 2:00 PM EDT. Statement of Qualifications should be mailed to:

City of Ann Arbor
Purchasing Office, 5th Floor
100 N. Fifth Avenue
Ann Arbor, MI 48104

II. Issuing Office

The RFP is issued by the City of Ann Arbor, Michigan, Administrator's office. All questions regarding this RFP must be addressed to:

Roger Fraser
City Administrator
100 N. Fifth Avenue
Ann Arbor, MI 48104
RFraser@a2gov.org

III. Background

Overview of the City of Ann Arbor

The City of Ann Arbor, with a population of just over 114,000 encompasses 27 square miles. Ann Arbor is home to one of the leading Universities in the country, University of Michigan, which provides the city with a distinct university-town atmosphere.

Due to the world renowned University of Michigan and University of Michigan Hospitals and the City's emphasis on environmental protection, education, parks and recreation, and the arts, the City of Ann Arbor has received numerous national awards for being one of the best places to live in the United States and has been regarded as one of the "Top-Rated Mid-sized Metro (No. 5, Bizjournals, 2009 list), "Best Place to Raise your Kids" (Business Week Magazine, 2009 list), "Healthiest Hometown in the United States" (No. 1, AARP The Magazine), "The 20 Best Places to Retire" (No. 3, Black Enterprise Magazine, 2008), and "100 Best Places to Live and Launch 2008" (No. 42, Fortune Small Business), among others.

In August 2009 the City of Ann Arbor distributed a Request for Proposals for its property located at 319 S. Fifth Avenue, approximately 5 blocks from the central campus of the University of Michigan and one block from Main Street. Six proposals were received and are currently under review. A copy of this RFP, the proposals and related materials are available on the City website:

<http://www.a2gov.org/government/communityservices/319%20S%205th%20Ave%20Lot%20-%20RFP/Pages/default.aspx>

IV. Selection Process

The City Administrator will review the RFP materials submitted and other available information to determine which professional firm is best qualified and most suitable to meet the needs of the City to complete this work.

The City reserves the right to not consider any submission that it determines to be unresponsive and deficient in any of the information requested. The City may contact references to verify material submitted.

Reservation of Rights

The City reserves the right to accept any submission, to reject any or all submissions, to waive irregularities and/or informalities in any submission and to make the award in any manner the City believes to be in its best interest.

V. Qualifications

The consultant selected by the City of Ann Arbor will have demonstrated multi-disciplinary experience in large development projects, including experience in:

- Market-based financial analysis and feasibility
- Mixed use downtown infill construction projects in small to mid-sized cities
- Evaluating development proposals on behalf of public bodies
- Development, acquisition, disposition and management of all real estate product types (e.g., hotel, institutional, retail, office, industrial, housing, mixed-use, etc.)

The City of Ann Arbor must avoid any perception of influence or conflict on the part of its consultant. Therefore, the City will only consider submittals from professionals that have no operations based within Washtenaw County, and where these professionals have no financial ties or any other potential conflicts of interest with any member of any project team who has submitted an RFP to the City for its Library Lot project. This restriction includes all partners if the proposal is being submitted by a lead firm with additional partners or firms.

VI. Services to be Provided

The consultant selected by the City of Ann Arbor will be able to provide the following services in a professional and timely manner:

- Determine if the projects submitted to the City are economically viable and make financial sense in the Ann Arbor marketplace

- Determine if respondents are financially stable and have the capacity to complete their projects as proposed
- Determine what the likely timing for each proposed project might be following selection by Ann Arbor City Council, including design development, securing financing, and construction
- Help the City determine which project will provide the maximum financial return to the City
- Assist the City in working with each developer to improve their proposals and provide the City with competitive options that optimize desired features
- Help develop criteria for review, implementation and performance of proposals before and after recommendation for award
- Help the City determine which project will provide the greatest community benefits
- Help the City create a public process that encourages community input and involvement
- Provide information on the impact of similarly scaled projects in similarly sized communities
- Assist the City as needed in negotiations with the selected project team
- Attend, in an observatory role, the project interviews scheduled for January 19-20, 2010 and the evening open house scheduled for January 20, 2010

VII. Submission Requirements

The following information should be included in the qualifications submission, in order to be considered a complete submission of qualifications:

1. *Overview of the Individual or Firm, and its Services:* This section should give a summary of the experience of the individual or firm, 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.
2. *Professional Qualifications:* This section should include the full name and address of the individual 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. If the proposal is submitted by a lead individual on behalf of others, list all individuals and their respective roles in the proposal. Identify the technical expertise, which make the individuals or firm qualified for this work.
3. *Prior Experience with Large Downtown Infill Projects:* This section should provide a description and dates of relevant development projects in which the advisor helped municipalities select development proposals and negotiate land sale and other arrangements. Provide details on the kinds of data assembled and analyzed for these projects, as well as sample pro formas to show how evaluations were conducted and communicated. Provide details on how the public was involved in the selection process. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to provide project history and details.
4. *Standard Fee Schedule and Information:* The individual or firm should provide a copy of their standard fee schedule. The primary employee(s) that will be performing the work should

have their billing classification(s) indicated on the fee schedule. Provide an estimate of total hours needed/anticipated for a project of this type.

VIII. AWARD

Proposals must be received by the Procurement Unit office by the specified time stated. All Proposals must be time-stamped in by the City Procurement Unit by the stated time. All proposals become the property of the City of Ann Arbor once received, whether awarded or rejected. Late proposals will not be considered. Proposals not stamped will not be accepted.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title, **ADVISORY CONSULTING SERVICES TO ASSIST WITH THE DEVELOPMENT OF CITY OWNED PROPERTY LOCATED AT 319 S. FIFTH AVENUE, ANN ARBOR, MI**
- Request for proposal number, **RFP-758**
- Proposal due date, **January 13, 2010 @ 2:00 p.m.**

The Respondent selected to do business with the City of Ann Arbor will be issued a Service Contract Purchase Order, referencing their response to this RFP. The terms and conditions of the Service Purchase Order are included within this RFP.

The Respondent selected to provide the services requested under this RFP will be required to execute the contract and furnish all required supporting documentation within ten business (10) days of the award of the contract.

The City reserves the right to accept any or all alternative bids and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Ann Arbor.

IX. COMPLIANCE REQUIREMENTS

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

NON-DISCRIMINATION BY CITY CONTRACTOR (S)

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 Procurement Unit of Financial Services 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,

which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

LIVING WAGE

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.

X. DISCLOSURES

Each proposal and the subsequent successful contract will become public information in accordance with the laws of the State of Michigan and in particular the Michigan Freedom of Information Act (P.A. 442 of 1976, as amended). This act provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

XI. CONFLICT OF INTEREST

Respondent certifies it has no financial interest in the products or services to be provided under this agreement other than the compensation specified in the proposal. Respondent further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under the proposal.

XII. RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any proposal or alternative proposal in whole or in part, to reject any or all proposals in whole or in part, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed to be in the best interest of the City.

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. No changes may be made in this order without written authorization of the Department Head requesting the Service. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
2. The Department requesting the Service may in writing grant additional time for delivery of Service when the City is satisfied the delay is beyond the control of the Service Provider.
3. Quality of Services under this agreement shall be of the level of professional quality performed by Service Providers regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Department Head requesting the Service.
4. It is agreed that all materials, goods, and services delivered shall comply with all Federal, State or Local Laws relative thereto.
5. FAIR EMPLOYMENT PRACTICE - The Service Provider agrees not to discriminate against any employee or applicant for employment based upon that persons race, religion, national origin, age or sex and to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
6. LIVING WAGE - If Service Provider is a covered employer as defined in Chapter 23 of the Ann Arbor City Code and has as of the date of this contract City contract(s) (including this contract) where the total amount of the contract(s) exceed \$10,000 or more in any 12 month period beginning from the date of the earliest contract between the parties which was awarded no more than 12 months prior to the date of this contract, then Service Provider agrees to all of the following: (1) to pay those persons working under the contract a living wage as defined by Section 1:815 (1)-(3) of Chapter 23; (2) to post a notice of the applicability of Chapter 12 in every location in which regular or contract employees providing services under this contract are working; (3) on request of the City, provide documentation to verify compliance with Chapter 23.
7. All claims for payment must be submitted in duplicate. The Service Provider shall be paid on the basis of time spent and materials used at the rates and prices on the reverse side. The City retains the right to (1) verify all claims made for payment and (2) reject all nonconforming goods and services within a reasonable period of time after delivery.
8. INDEMNITY CLAUSE - To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Service Provider or its employees and agents occurring in the performance of this agreement.
9. Default and Termination Clause - In case of default of the Service Provider, the City may procure the services from other sources and the Service Provider will be liable for increased costs or any other damages caused by the default. The Services may be terminated without casue on 10 days notice unless otherwise specified.
10. Choice of Law - This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Service Provider agrees to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.
11. Status of Independent Contractor - It is understood that Service Provider is an independent contractor, and will not receive any overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, insurance benefits or fringe benefits of any kind in any form. Service Provider shall be responsible for paying his/her own social security taxes, City withholding taxes (federal, state) and city (if applicable) income taxes from the fees paid to it. Service Provider is not a regular, temporary, hourly or casual employee of the City of Ann Arbor for any purpose.
12. During the term of this agreement, Service Provider agrees to procure and maintain in effect a policy or policies of, workers compenstation and general liability insurance, and if the services involve engineering and/or architectural services, professional liability insurance protecting the Service Provider and its employees in an amount specified on the reverse side, or as otherwise stated in the bid/proposal, prior to provision of any service. All such insurance certificates shall provide that they shall not be cancelled or amended without thirty days prior written notice to the City and shall be with insurance companies satisfactory to the City. Insurance shall be maintained for a period specified on the reverse side or as long as the services are being provided, if no period is specified.
13. For incidental parts and supplies for which Service Providers doing the requested work are typically reimbursed, the City will reimburse the Service Provider for the actual reasonable cost of the parts or supplies, except there shall be no reimbursement for parts or supplies costing \$500 or more unless prior to the purchase the City is notified of the cost and the City specifically approves the purchase.
14. Service Provider warrants that all services and/or goods will conform with all written proposals and descriptions, as well as any drawings, specifications, samples, or models furnished by the City or furnished by the Service Provider and approved by the City. In the event of conflicting or superseding proposals or warranties, the determination of acceptable performance of services shall be made by the City.

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 upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2009.
- 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? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax:734/994-1795

→ NEW RATE EFFECTIVE APRIL 30, 2009←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.71 per hour **\$13.06** per hour

if the employer provides health
care benefits*

if the employer does **NOT**
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time ***must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.***

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

** Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

**The Law Requires Employers to Display This Poster Where
Employees Can Readily See It.**

***For Additional Information or to File a Complaint
Contact:***

Dee Lumpkin, Procurement Assistant
734/794-6576 or dlumpkin@a2gov.org LW-1

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #2

Local Office - Only Those Employees that will do Local or On-Site Work, if Applicable

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-M
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	F	G	H	I	J	K	L	M		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-M
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	F	G	H	I	J	K	L	M		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Office Contract Compliance Forms (attached).***

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.