

**Root Beer Barrel Proposal
from 505 Water St Cafe, LLC**

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SECTION 4 REQUIREMENTS

TO BE COMPLETED AND SUBMITTED AS REQUIREMENTS (Per Section 3)

This Request for Proposal (RFP) is to solicit proposals from qualified vendors to use The Root Beer Barrel located at 455 W Center Street (Property), for food and beverages, bagged ice, and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Douglas.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual _____ A Co-Partnership LLC _____ A Corporation _____

Submitted By: 505 Water Steet Cafe, LLC _____

With principal office at: [REDACTED] _____

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Provide business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.

In 2011 when the 'Friends of the Barrel' came together to 'Save the Barrel' their goal was to preserve this historical iconic. Our menu and services are intended to satisfy this goal by taking residents and visitors back to these earlier days with exceptional products for sale. We will accept cash and credit for all purchases and be open rain or shine.

2. Explain how proposers use of facility is compatibility with the City's Zoning Ordinances and Master Plan. Plans can be found on the City's website at www.douglasmn.gov.

Goal 2 of the Master Plan Economic Development states that Douglas will leverage private future development opportunities to enhance public spaces and connectivity with an objective to add vitality and create synergy during times of day and times of the year when options are limited. The usage of the Root Beer Barrel to offer limited food and beverages within the city park during the summer season is compatible with this goal.

The City's Zoning Ordinance allows city parks within the R-5 zoning district and the limited sale of food and beverages in a typical use within a city park.

3. Resume' of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.

505 Water Street Café, LLC owns and operates 3 similar operations all in Saugatuck:

The Grilled Cheese Shack – located at 505 Water St. - 4 seasons (Opened in May 2020 with property under lease through 2024)

Basecamp Coffee & Waffles - located at 505 Water St. - 2 seasons (Opened in May 2022 with property under lease through 2024)

Smoothie Hut – located at 246 Culver St - 1 season (Opened in June 2023)

4. Three (3) business and/or personal references. Note - the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.

[REDACTED]

5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility.

See attached balance sheets and income statements.

6. Statement that the Proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.

505 Water St Cafe LLC is not a subsidiary or affiliated with any other corporations, partnerships, or firms.

7. In what other businesses are you financially invested?

[REDACTED]

8. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntarily or involuntarily, within the past ten years? If so, explain.

505 Water St Cafe, LLC and all of its members have not been adjudicated in any bankruptcy.

9. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.

505 Water St Cafe, LLC and all of its members are not involved and have no pending litigations.

10. Letter(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance.

Attached is my personal credit report with an [REDACTED]

11. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Proposer to fund the proposed services on the City Property.

Attached is a copy of our current personal bank balances and cash investments [REDACTED].

12. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their address/location(s) and other appropriate contact information.

505 Water St Café, LLC was formed in 2020 to operate The Grilled Cheese Shack in Saugatuck. Since opening The Grilled Cheese Shack in 2020, we have opened two additional operations as listed in #3 above.

All members reside at [REDACTED] as. The members are as follows:

[REDACTED] as
[REDACTED] of
[REDACTED] d
activities.

13. Description of employment opportunities that will be created by the proposed services including a description of the type, number of positions, and the estimated salary range of those positions.

Location Manager – 1 position – Salary Range - \$20 - \$24 / hr.

Food Prep and Servers – 15 positions - Salary Range - \$15 - \$19 / hr.

14. Proposed operating schedule detailing days and hours open to the public.

Friday before Memorial Day through Labor Day:
Open Daily from 11:00 am to 7:00 pm rain or shine.

15. Description of the proposed menu items or vendor items with pricing.

See attached proposed menu .

16. Description of the proposed marketing, advertising, and sales promotion plans.

Weekly ad in Commercial Record starting one week before Memorial Day running for 15 weeks every year.

Website built using Square similar to <https://thegrilledcheeseshack.square.site/>

Updated information on Facebook, Google, Trip Advisor, Yelp.

17. Description of the proposed annual lease payment and proposed monthly percentage of gross revenue payment paid to the City during the three (3) year Contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price, and also reserves the right to negotiate any terms.

Annual lease payment will be 10% of annual gross sales with a minimum annual payment of \$10,000. The minimum annual payment of \$10,000 will be made by November 30th of the prior year and the balance payment will be made by September 30th of the current year.

For example, for the 2024 season assuming \$150,000 in sales the total lease payment would be \$15,000. \$10,000 would be paid by 11/30/23 and the remaining \$5,000 would be paid by 9/30/23.

18. List all major equipment Proposer will supply to provide services and/or goods proposed in this proposal.

See attached list of equipment.

19. Affirmative statements that:

- a) The Proposer's entity will occupy the Property.
- b) The Proposer will not sublet or sublease the Property.

505 Water St Café LLC will occupy the Property and will not sublet or sublease the Property.

20. You may, if you desire, provide a narrative that would include anything you feel might assist the City of Douglas in evaluating your experience or Business Plan. If appropriate, describe plans you may have for, including projected expenditures. Attach additional sheets if necessary.



With the experience gained from currently running three similar businesses in Saugatuck we know the importance of the following:

Reliable Point of Sale Equipment and Internet are essential – We utilize Square. This gives the customer many options for payment, makes payment processing quick, minimizes internal theft, and provides very accurate sales reports. We will use Comcast Business Internet with ATT Broadband as a redundant backup provider. All will be installed without any external boxes attached to the Root Beer Barrel.

Quality of products offered – The highest quality of products is essential to satisfy the customers and receive the highest reviews.

Remaining Open for business – Even the days that the weather is not the best, customers will expect you to be open throughout the season.



**SECTION 5
ATTACHMENT B – PROPOSAL FORM**

TO BE COMPLETED AND SUBMITTED AS ATTACHMENT B (Per Section 3)

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal that was issued by the City of Douglas.

505 Water St Cafe, LLC
Name of Company/Organization

Authorized Signature of individual submitting proposal for above Company/Organization

Todd Martinson
Printed name of individual above

10/19/2023
Date

[REDACTED]
Email address

[REDACTED]
Phone

THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

PROPOSED MENU

Root Beer

Wild Bill's Root Beer

Handcrafted in Northern Michigan this old-fashioned root beer uses natural sugars to craft a deep dark root flavor.

16 oz \$2.50
 Glass mug \$8.50
 Refill \$1.50

Espresso Root Beer

Handcrafted in Northern Michigan this caffeinated spin on the classic root beer has a strong espresso flavor paired with a milky, smooth dark chocolate body.

16 oz \$2.50
 Glass mug \$8.50
 Refill \$1.50

Specialty Root Beer

Check out our wide selection of distinctive brands with their unique twists.

Bottle \$5.00

Floats

Creamy vanilla ice cream topped with your choice of root beer.

w/ Wild Bill's Root Beer \$4.50
 w/ Espresso Root Beer \$4.50
 w/ Specialty Root Beer \$7.50

Hot Dogs

100% all beef hot dogs with a traditional blend of spices for the perfect savory snap. Toppings include your choice of pickle, onion, and relish. Add perfectly seasoned chili and a sprinkle of cheddar cheese to make it a chili cheese dog.

Hot dog \$3.50
 Footlong Hot Dog \$6.50
 w/ chili add \$0.50
 w/ cheese add \$0.25

Chicago Dog

This tasty hot dog is a collection of yellow mustard, chopped white onions, bright green sweet pickle relish, dill pickle spear, tomato wedges, sport peppers and a dash of celery salt.

Regular \$4.50
 Footlong \$8.00

Coney Dog

Originating in east Michigan, the Coney dog is covered with chili and topped off with mustard and freshly diced onion.

Regular \$4.50
 Footlong \$8.00

Corn Dogs

Our corn dogs are house-made from the old-fashioned, iconic Pronto Pup batter and deep fried to a golden brown.

Corn dog \$4.00

Sides

Great Lakes Kettle Chips

Locally produced using Michigan grown potatoes, these chips are thick sliced and cooked in 100% non-GMO sunflower oil and then seasoned with pure sea salt.

Bag \$1.50

Pickle

Cold, crisp, thick-cut pickle.

Each \$0.50

PROPOSED MENU

Drinks

Bag \$2.50

Lemonade

16 oz \$3.00

Bottle Water

Bottle \$1.00

Candy Sticks

Check out our variety of old-fashioned candy sticks, including the popular root beer flavor.

Each \$0.25

Sweets

Sundaes

Vanilla ice cream smothered in Michigan's favorite Sander's hot fudge and topped off with whipped cream, sprinkles and a cherry.

Dish \$4.50

Kettle Corn

Sweet and salty popcorn variety locally produced in Holland MI.

Bag \$5.50

Cotton Candy

Freshly made and packaged here.

Proposed Equipment Specifications

Equipment	Make	Model	Capacity	Dimension	Condition	Certification
HOT DOG ROLLER	GREAT NORTHERN POPCORN COMPANY	4106 GNP	Maximum Capacity: 30 Hot Dogs Per Batch (10 Rows of 3)	23" W x 16" L x 16" H	New	ETL CE
BUN WARMER	AVANTCO	BW32	Maximum Capacity: 32 Hot Dogs Buns	23 1/2" W x 21 1/2" L x 9 3/4" H	New	CE
CORN DOG FRYER	GOLD MEDAL	8047D	25 lbs of oil	10 1/8" W x 26 5/8" D x 14 7/8" H	New	UL
COTTON CANDY MACHINE	GREAT NORTHERN POPCORN COMPANY	6300 Vortex	12 corn dogs	21" x 21" x 20" H	New	NSF
1.5 QT HOT FUDGE WARMER	SERVER	FS-2 82700	n/a	8" x 8" x 8"	New	CE NSF UL
1.5 QT CHILL WARMER ICE CREAM DIPPING CABINET	SERVER	FS-2 82700	1.5 Quarts	8" x 8" x 8"	New	CE NSF UL
DIRECT DRAW ROOT BEER DISPENSER	EXCELLENCE INDUSTRIES ARCTIC AIR	ISL-5D ADD48R-2	Six 3-Gallon Tubs Two 1/2 Barrels of Root Beer	24 1/2" W x 24 1/2" D x 36" H 49" W x 24" D x 39" H	New	ETL UL
FREEZER	MAXX COLD	MXX-23F	23 cu ft	33" x 29" x 78"	New	ETL
REFRIGERATOR	MAXX COLD WATERWORKS	MXX-23R	23 cu ft	30" x 30" x 81"	New	ETL
4-BASIN CABINET SINK	CONCESSION SINKS	35-0090	4 Basins	30" W x 20" D x 36" H	New	UL



StateFoodSafety™
Food Safety Training & Certification

StateFoodSafety FOOD MANAGER CERTIFICATION

PRESENTED TO

[Redacted Name]

for successfully completing the StateFoodSafety Food Protection Manager Certification Exam.
This exam is accredited by the American National Standards Institute (ANSI).

May 3, 2020
DATE OF ISSUANCE
Valid five (5) years from date of issuance.



Bryan Chapman
Bryan Chapman, CCFP, CP-FS
CEO, StateFoodSafety

23
EXAMINATION FORM

[Redacted Verification Number]
VERIFICATION NUMBER
Verify certificate online at
www.statefoodsafety.com/Verify



VERIFICATION CODE
Use any QR code reader on a
mobile device to verify.



Contact us at www.statefoodsafety.com.
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ID 1020

Insurance Coverage Page

Not subject to public disclosure

Proposal Divider Page

Proposal for: The Root Beer Barrel, Douglas, Michigan

Submitted by: Jacks Pack, LLC – Jackie Leach – Sole Proprietor



“Have a Barrel of Fun in Douglas, Michigan!”

Due date: 19 October 2023; NLT 2:00 PM

Submitted to: City of Douglas, c/o Jenny Pearson, Exec. Asst., 86 W. Center St., PO BOX 757, Douglas, MI 49406

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Financial Standing Documents

18 October 2023
Jacks Pack, LLC
Jackie Leach

Cover Letter

IN REFERENCE TO:
The Root Beer Barrel (RFP)
455 W. Center St.
Douglas, MI 49406

The City of Douglas
86 W. Center St.
Douglas, MI 49406

Dear Board of Directors,

The City of the Village of Douglas is growing as a destination place in Michigan. Center Street hosts popular art galleries, eclectic restaurants, and unique retail shops. Douglas started as a small lumber mill town in 1851. It has come a long way since then and is still developing each year. We would like to be a part of that growth and vision by managing an iconic part of The City of Douglas. The Root Beer Barrel should be a stable tourist draw and revenue stream for years to come.

The Root Beer Barrel contributes a nostalgic image to the beginning of the City of Douglas. The handsome wooden barrel and its skilled craftsmanship represents the days of Douglas when wood was a primary resource. We believe this landmark serves as a tourist attraction that should not only feed tourism, but also the City of Douglas in terms of revenue. We propose to spotlight The Root Beer Barrel, help preserve the history surrounding it, serve the community, attract tourists, share revenues, and assist in the growth and vision of the City of Douglas.

Jacks Pack, LLC, plans to involve the community, tourists & schools into its plans. We will continue to propel sales, provide stellar services, and offer a superb quality of goods that will represent the City of Douglas in a favorable way. Tourists will look forward to paying homage to the barrel's unique local presence while also exploring Douglas and the surrounding areas.

As Principal Owner, I will utilize the experience of my past career of the food service and restaurant industry, to bring forth the service and quality you should expect. I am motivated as a long-time Douglas resident and local enthusiast. I am creative, hospitable as well as engaging and amiable. Guests will feel welcome, and I will tout the city of Douglas, as I always have.

[REDACTED]

Our Plan includes attention to detail that contributes to attracting more tourists to the Root Beer Barrel. We will add to the downtown appeal, provide a friendly environment, and offer a pleasant experience for all that visit. There is great pride in the food we serve and the legacy we forge. Let us help contribute to the future and proposed "Vision" of the City of Douglas.

Please contact me, with any additional questions or interests. Thank you for this opportunity. We hope to meet each of you soon.

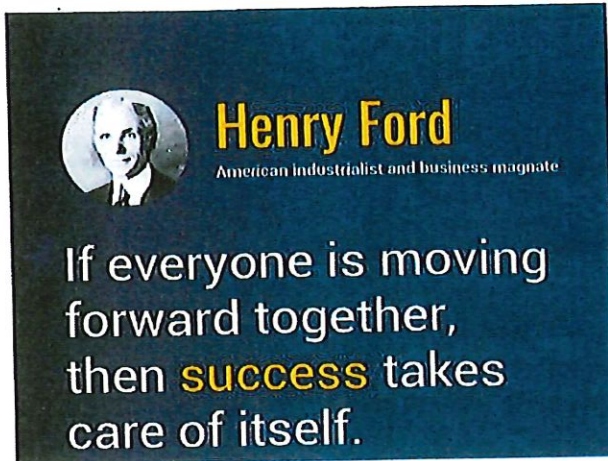
Respectfully,

Jaquelyn E. Leach
Jackie Leach, Principal Owner *

Executive Summary

Jack's Pack LLC

We intend to guide our business and service at RBB the same way that you do: "To promote the region as a premier destination and advocate for sensible, sustainable development to enhance the community's Quality of Life and Sense of Place." Our part will be a small footprint (in a busy environment) that offers an economical oasis and a snapshot of the history of the City of Douglas. We will always place people before profit, and we truly believe in the following quote:



We plan to:

- Engage the community by offering monthly events / coupons to show them our appreciation and dedication to our residents and neighborhoods.
- Work with the local schools and highlight opportunities to create fund raiser events. We are looking into COE possibilities as well.
- Hand out small maps of downtown area to benefit tourists and retailers.

In our "The Plan" section, we will provide more detail on our Marketing Plan and how we are planning a well-balanced approach to exposure and consistent customer draw. We will utilize various mediums such as social media, newspapers, emails and generate publicity via events and community gatherings.

All efforts are designed to enhance the downtown experience, garner positive word-of-mouth and favorable reviews.

Our featured items will be our Classic Root Beer Float and a specially selected flavor of the month. The flavor of the month will be a planned and approved eclectic root beer that customers can sample and enjoy each month. After all, it is a Root Beer Barrel landmark (not a hot dog) that attracts the attendance. Of course, we will include hotdogs and quality food at economical prices. Our location will also serve as a reliable source of bagged ice and souvenirs for beach goers and tourist. These items along with superb service will make The Root Beer Barrel a valued destination and will add to the downtown appeal.

Each product will be submitted for Council approval, and we will submit creative monthly specials to attract repeat customers. Credit Cards, and Venmo will be added for the convenience of our customers.

The significant differences we wish to bring to the table are total transparency and timely reports. We will provide reliable and measurable revenue figures by delivering to Council a monthly report. We want you to be informed and involved in our success.

We have already gathered a list of new Equipment in which we would be investing. We have started testing various suppliers and preparing for the best that can be delivered. First impressions are extremely important.

Our lease offer and gross revenue share should provide greater revenue flow to the City of Douglas than has been received in the past. We want it to be a win-win situation.

We look forward to your review of our Proposal and we eagerly await your decision. Thank you for this opportunity!

The Plan

Our goal...

is to be an important ingredient in the City's Vision and Master Development Plan. We viewed the Master Plan and love the dedicated leadership and direction of the City of Douglas. We want to be a part of that vision.

Our part would be a small footprint, yet a significant contribution that pairs well with providing an increased flow of downtown visitors. Our location would serve as a destination, iconic attraction, and a historic reminder of the growth of the City of Douglas. The Barrel is already there and beautifully restored. Our part would be to pull in visitors, deliver an outstanding service as well as quality products and create a pleasant experience that propels the desire to explore Douglas and the immediate area.

Jacks Pack, LLC believes our main goal is to hit the ground running in May of 2024. Our primary task is to seamlessly open, present a great product, provide superb service, and grow revenue via visitor volume.

What we do each day at the Barrel will welcome and encourage people to explore downtown. Parking will never be restricted in any way. We would never be part of loud distractions or a deterrent from access of downtown and other establishments. Our intentions would be to be good neighbors to the entire village.

Experience and references

Our past experiences have instilled us with gifts that will serve this venture well. I have had extensive experience in the restaurant industry. I've worked from the ground up as a server and progressed to various levels of management. Starting with my roots [REDACTED] then through years of service as a manager and [REDACTED] such as [REDACTED] and [REDACTED]. My duties culminated in a multi-restaurant management position that supervised several locations. I maintain an in-depth understanding of food and labor costs and the efficiencies necessary to manage a fast-paced food service establishment. I am exceptionally skilled at training and managing people. I can connect with all-ages and resonate with them. My nature is out-going, amiable, witty, and observant. The people skills I utilize will lead to having the best workers/servers, satisfied customers and a pleasant working environment that attracts a reliable workforce. I have also developed a keen financial acumen with experience as a Financial Adviser for Ameriprise. I can see the whole picture, navigate through rough weather, and still deliver favorable results. (See my Bio)

[REDACTED]

Employees and Training

Our Service Plan will include attracting the right team members, via interviews, background screenings and proper training programs. We use a method that centers around the customer experience and how to interact with them, keep it positive and leave a favorable impression. We plan to have 8-10 people on our staff with revolving schedules to accommodate a 7-day week of about 8 hours a day. Our intention would be to open early to mid-May, host a daily schedule from 11 am – 7 pm and close in mid to late October. Once approved

and established we would prepare all proper signage, submit to the board for approval, then display before the season starts. Hiring procedures would commence in March and wrap-up by May 1st.

If awarded this opportunity, we plan to meet with Mr. Mark Neidlinger, Saugatuck HS Principal, to explain the need for exceptional students to apply and work at the RBB. We will ask them to distribute our "request for summer help" to their most reliable students and let them know we will be paying excellent wages for summer work. We also plan to work with Hope College to identify co-op programs for students interested in summer employment. In addition, we already have a few reliable individuals to ensure key support throughout our summer months.

Scheduling

In May, early June and October, we will plan to have a minimum of four on site each day, rotating people so that none will log more than 40 hours per week.

In the busy months of latter June, all of July through September, we will plan accordingly with a compliment of 6 or more on hand each day. Part of our strategy is to shorten lines & lessen wait time for customers, while also increasing actual sales volume. This can be done with an "outside" order taker to alleviate the lines and increase the volume and efficiency of filling orders. We also plan to use both windows, in the most efficient manner, to help navigate the heavy flow and prevent congestion which often turns visitors away.

Hours of service will be daily from 11:00 am – 7:00 pm. We plan to enter and prep the Barrel each day before 9:30 am and clean-up after close about 1 hour after last customer.

Opening would include prepping inside of barrel, stocking items for the day, setting up warmers, starting food prep, meeting with in-coming workers for the day, checking grounds, signs and trash cans before guests arrive.

Closing would require, thorough sanitation and clean-up of inside barrel, proper disposal of trash, consolidation of outside trash for pick-up, sanitizing tables, chairs, benches and games, grounds clean-up, appliance shut-down, lock-up. (2 team members for Close/lock-down)

Uniforms

Our required uniform for team members will be the same T-shirts we sell as a souvenir. It will be a likeness to the Cover of our RPF response... "Have a Barrel of Fun in Douglas!" It will come in Navy Blue, Yellow, Green, and White. Each employee will receive two and will be required to wear one during working hours with an acceptable pair of jeans or shorts. This will provide good exposure, advertisement, and a coordinated look.

Operatons

One over-all Supervisor; two food preparers; two-three servers/order takers; one outside salesperson; one additional order taker during busy periods. One-two early pre-open and close duties. That is a total of 6-10, depending on busy months.

Supervisor would oversee employees, payroll, schedules, coordinated efforts, supply orders, distribution of supplies and special event planning. We will have a part-time graphics person as needed. I will be involved with all, and [REDACTED] will handle marketing, some training and any new items for proposal/approval to the City of Douglas Council members.

Our Menu

Jacks Pack, LLC - Plan, Pg. 3

We have included a sample menu which will include a good offering of food pairings that will be satisfying and economical. (See Menu Items and pricing attachments M1 & M2)

We will procure the best product with emphasis on high quality and desirable suppliers. Expect a "Green" approach by our team. We prefer paper straws, paper cups, holders, and napkins. With two nearby beaches, we believe it will contribute to the ecology and sustainability of our immediate environment.

Our Marketing Plan

[REDACTED] is a Marketing Major and would be more than happy to detail media and advertising channels, geographic and psychographic data analysis, rating times and market samples, but the simplest explanation is that we plan to use a well-balanced marketing plan which includes social media, newspaper, CR deliveries and positive publicity. Word-of-mouth, community events and handouts work well too.

Target marketing will be directed toward neighborhood residents with coupons and monthly specials, as well as schools with student discounts, convenient flyers at hotel points, and special events.

Equipment

Our equipment will be new. We also plan to purchase service contracts and extended warranties on all equipment. Some equipment, such as warmers and cookers will be purchased in twos, so we will never be without and can expect twice the life expectancy. (See our List of Equipment, Attachment – E1)

Research has led us to discover previous leases of this property to be as low as \$750 and as high as \$950 for the year, with no mention of shared revenues. We have seen and experienced the *long lines and expect the revenues to be healthy. *BTW, long lines may seem to indicate a good business to some, but to us, we believe in "high-volume" and "short" lines. When the lines are long, customers become aggravated – we've spoken to a few that have experienced that recently at the RBB. Long lines also discourage repeat customers and drive by drop-ins. We have a solution for the long lines that will also help to deliver high sales volume.

Our Offer

We offer an annual lease amount of \$5,000 and a shared gross revenue percentage of 5%. We will also produce regular and accurate monthly sales reports as well as monthly check payments to the City of Douglas.

We shall keep the premises clean and worthy of the City of Douglas. We will generate an admirable experience to Douglas visitors. We pledge to be transparent associates that work for the same prosperity as the City of Douglas. Count on us as a reliable business/revenue stream that gives back to the community.

We hope that our roads will meet soon, preferably at the corner of Center Street and Ferry Street. 😊

Thank you all for your time and consideration.

Respectfully,

Jackie Leach
Sole Proprietor
Jacks Pack, LLC

[REDACTED]

The Douglas Root Beer Barrel Menu

Attachments -- M1

Dogs

Douglas Dog	\$ 3.25
Classic 100% Beef Hot Dog (Top with your choice Mustard, Ketchup, Relish on the *Ford Assembly Line)	
Mackinac Island Dog (Chili Dog)	\$ 4.95
Topped with Chili (Add Cheese and/or onions +.50)	
Chicago Dog	\$ 4.95
Mustard, Pickle, Tomato, Cucumber, Relish, Pepper & a Dash of Celery	
Mac-attack Dog	\$ 4.95
Topped with Mac & Cheese (Add Bacon or Chili .50)	
Dune Dog (the real "hot" dog)	\$ 4.95
Jalapeno Cream Cheese, Bacon, Sour Cream, Jalapenos	
BLT Dog (everything's better with bacon on it)	\$ 4.95
Bacon, Lettuce and Tomato	
Sauerkraut Dog	\$ 4.95
Sauerkraut and Dijon Mustard	
Turkey Dog	\$ 5.95
Mayo & Slaw	
<u>Brats</u>	
Veggie Brat	\$ 6.95
Chicken Brat	\$ 6.95
*Gluten Free Buns available for all of our Brats & Hot dogs	\$ 1.50
Chicken Salad Sandwich	\$ 5.95
Chicken, Pecans, Grape-halves	
Gourmet Grilled-Cheese	\$ 3.50
Gouda & Havarti blend	
Cup of Chili	\$ 2.50
Special recipe with ground turkey and beans	
*Ford Assembly Line	N/C
Comes with hot dog or brat purchase: regular Mustard, Ketchup, Relish	
Choice of side	\$ 1.50
Baked Beans; Potato Salad; Cole Slaw; Bag of Chips	

Drinks

Attachments – M2

The J.W. Westcott Float

Classic Draft Root Beer Float w/vanilla ice cream – add \$2.50 for souvenir cup.

\$ 3.95

Regular Root Beer Draft

On tap Root Beer – add \$2.50 for take-home souvenir cup.

\$ 3.00

Great Lakes Lemonade

Ice-cold Lemonade!

\$ 2.50

Bottled Water

16 oz bottles

\$ 2.50

Round Island Lighthouse Cookie

Variety

\$ 2.00

Popsicles, Ice Cream Bars and Ice Cream Sandwiches

Just what your kid needs to cool off.

\$ 2.50

Souvenirs and Other Items for Sale

Bag of Ice (8 lb. bag)

\$ 3.50

RB Barrel of Fun T-shirt (comes in four different colors: Navy blue, Yellow, Green, White)

\$20.00

RBB Caps (Quality Custom Caps from 'Cosso Corner')

\$16.00

Souvenir Root Beet Cup (without drink)

\$ 5.00

Root Beer Barrel Hard Candies 6 oz bag

\$ 3.00

RBB Magnets (The Root Beer Barrel magnetic photo & for refrigerator display)

\$ 5.00

RBB Postcards (Featuring: The Root Beer Barrel – 8 pack)

\$ 5.00

Equipment List

Attachments – E1

Refrigeration

Freezer

Ice bins

Portable beverage bins

Three-compartment portable sink

Kegeerator - dual tap root beer fridge & dispenser (2)

Hot dog roaster/roller (2)

Warmer for hot dogs 200 degrees+

Hot dog steamer

Three-pan commercial food warmer

Microwave

Food preparation tables

Condiment trays & dispensers

Cutting boards

Inventory storage unit

Storage cabinet

Cash register

Credit card swiper/tablet (2)

Portable storage containers



SECTION 4 REQUIREMENTS

TO BE COMPLETED AND SUBMITTED AS REQUIREMENTS (Per Section 3)

This Request for Proposal (RFP) is to solicit proposals from qualified vendors to use The Root Beer Barrel located at 455 W Center Street (Property), for food and beverages, bagged ice, and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Douglas.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual Yes A Co-Partnership _____ A Corporation _____

Submitted By: **Jacquelyn Leach, Sole Proprietor of Jacks Pack, LLC.**

With principal office at: **[REDACTED]**

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Provide business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City. **(Submitted "The Plan" attachment)**
2. Explain how proposers use of facility is compatibility with the City's Zoning Ordinances and Master Plan. Plans can be found on the City's website at www.douglasmich.gov. **(See "The Plan" page 1, Our Goal)**
3. Resume' of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use. **See attached Resume & Bios**
4. Three (3) business and/or personal references. Note - the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished. **Included at the bottom of attached Resume**
5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility. **Included with final attachments.**
6. Statement that the Proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary. **(I am Not.)**

7. In what other businesses are you financially invested? (None)
8. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain. (None, whatsoever at any time.)
9. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain. (None)
10. Letter(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance. (Included Credit Score from Equifax in attachments.)
11. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Proposer to fund the proposed services on the City Property. Included summary of 2022 Tax Return
12. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their address/location(s) and other appropriate contact information. (Simply an LLC that I will conduct this business under. Sole Proprietor)
13. Description of employment opportunities that will be created by the proposed services including a description of the type, number of positions, and the estimated salary range of those positions. (Salary range will be no lower than \$11/hr and as high as \$21/hr. – more detail stated under "Plan" Page 1 2, "Employees and Training" & "Scheduling")
14. Proposed operating schedule detailing days and hours open to the public. (Listed within "The Plan" under "Scheduling")
15. Description of the proposed menu items or vendor items with pricing. (See Menu example attachments M1 & M2)
16. Description of the proposed marketing, advertising, and sales promotion plans. (Submitted within "The Plan" under "Our Marketing Plan")
17. Description of the proposed annual lease payment and proposed monthly percentage of gross revenue payment paid to the City during the three (3) year Contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price, and also reserves the right to negotiate any terms. (See "The Plan" page-three, paragraph-six. "we offer...")

18. List all major equipment Proposer will supply to provide services and/or goods proposed in this proposal. (See attached "Equipment List" attachment E1.)

19. Affirmative statements that:

- a) The Proposer's entity will occupy the Property. (Affirmative – complete compliancy.)
- b) The Proposer will not sublet or sublease the Property. (Affirmative – complete compliancy)

20. You may, if you desire, provide a narrative that would include anything you feel might assist the City of Douglas in evaluating your experience or Business Plan. If appropriate, describe plans you may have for, including projected expenditures. Attach additional sheets if necessary. We submit: 1) Cover Letter; 2) Executive Summary; 3) "The Plan", 4) Sample Menu; 5) Equipment List; 6) all information and signature pages required in RFP.

Thank you all for this opportunity!

THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.



**SECTION 5
ATTACHMENT B – PROPOSAL FORM**

Inserted with Proposal Responses (5 copies)

TO BE COMPLETED AND SUBMITTED AS ATTACHMENT B (Per Section 3)

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal that was issued by the City of Douglas.

Jacks Pack, LLC

Name of Company/Organization

Sign here

Authorized Signature of individual submitting proposal for above Company/Organization

Jacquelyn Leach

Printed name of individual above

17 October, 2023

Date

Email

Phone

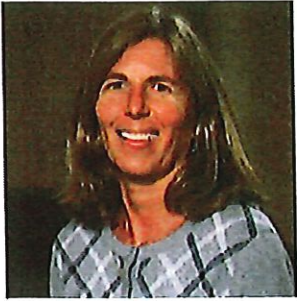
RFP Page/ Sect/ Subset	Acknowledge	Agree Totally	Jacks Pack LUD Item Notes
RFP Cover Pg: Key Dates	Yes	Yes	We conform to all dates listed
SECTION 1 - Introduction			Read all, did some research ourselves too; have great ideas here.
Introduction	Yes	Yes	Thank you for information
Background	Yes	Yes	Appreciate background info of the RBB and the history of Douglas
Description	Yes	Yes	Understand the property, parking, water and restrooms. All is acceptable.
Notice to Proposer	Yes	Yes	Done
SECTION 2 - Specifications			
Goods	Yes	Yes	We plan to sell Food/Beverages; Bagged Ice; Souvenirs; & use CC & Venmo
Proposal Selection	Yes	Yes	Want to collaborate & work harmoniously with City, Community and Tourists
Applicable Laws and Regulations	Yes	Yes	Will comply with all laws & regulations.
Equipment	Yes	Yes	We will procure all new equipment to fully & optimally operate the RBB.
Utilities	Yes	Yes	Understood. Will do.
Grounds and Parking Lot	Yes	Yes	Will comply with all grounds, parking and signage ordinance and city desires
Operating Schedule	Yes	Item Notes	We would like to have a soft opening in early May and end in October.
Maintenance	Yes	Yes	Agreed
Responsibilities of the Proposer	Yes	See below	
A	Yes	Yes	No music
B	Yes	Yes	Will not obstruct
C	Yes	Yes	no parking restrictions
D	Yes	Yes	no parking signage
E	Yes	Yes	Will have ample trash cans and keep property clean and inviting!
F	Yes	Yes	Will have ample trash cans and keep property clean and inviting!
G	Yes	Yes	Will contract with City Waste Services for removal and disposal.
H	Yes	Yes	Will obtain and maintain a City of Douglas Business License
I	Yes	Yes	Will display proper contact information for all Name, Phone, Email, & Monitor
J	Yes	Yes	Thank you for Electric connections
K	Yes	Yes	We will have clean source of water for all needs.
L	Yes	Yes	Safety and security will be at the front of our minds and actions
M	Yes	Yes	Will write & provide a safety plan for emergencies, accidents & natural disasters.
N	Yes	Yes	All employees will have to pass a background check. We have always done this.
O	Yes	Yes	Will comply with ordinance Chapter 112.
P	Yes	Yes	Will provide Liability Insurance for City & hold the City of Douglas harmless.
Q	Yes	Yes	Will have a routine cleaning schedule for provided restrooms. Thank you 4 RR.
SECTION 3 - Instructions/Terms/Conditions			
Acceptable Delivery of Proposal	Yes	Yes	Done
General Instructions for Proposal	Yes	See below	
A. Proposal Content	Yes	Yes	Done
B. Submittals	Yes	Yes	Done: 1 original and 4 copies submitted.

C. Proposal Period	Yes	Yes	Understood. Will do.
D. Proposal Award	Yes	Yes	Striving to be most conforming & most beneficial overall. Appreciate Opportunity!
E. Term and Renewal	Yes	Yes	Understood. All-in on three and intending to go five, if approved.
F. Basis of Payment	Yes	Yes	Proposed annual lease payment and gross revenue share submitted in Proposal.
G. Default	Yes	Yes	We are in good standing.
H. Costs for Proposal	Yes	Yes	Understood.
I. Acceptance of Terms and Conditions	Yes	Yes	We accept terms and conditions.
J. Information Disclaimer	Yes	Yes	No one is perfect. :) No issues.
K. Rejection of Proposals	Yes	Yes	Understood.
L. Collusion	Yes	Yes	Understood.
M. Freedom of Information Act	Yes	Yes	Aware
N. Questions	Yes	Yes	Have done so.
O. Lobbying	Yes	Yes	No Lobbying or protests.
P. Trade Secret	Yes	Yes	No trade secrets. Will share all and grow together.
Q. Exclusivity of Contract	Yes	Yes	We will be sole Contractor/Operator.
Terms and Conditions for Proposal	Yes	See below	
A	Yes	Yes	Will have all requested within our response envelope
B	Yes	Yes	Will not alter property without written consent.
C	Yes	Yes	City of Douglas determines access and use of property for repair or maintenance
D	Yes	Yes	We will repair any damages for duration of the contract
E	Yes	Yes	We will obtain all permits and licenses required for duration of contract.
F	Yes	Yes	All improvements must be approved by City of Douglas first & stay with property.
G	Yes	Yes	We will adhere to all laws, ordinances and regulations, with respect & class!
Insurance	Yes	See below	
A. 1. Commercial General Liability Insurance	Yes	Yes	Will adhere or exceed the minimums as stated in all insurance verbiage.
A. 2. Automobile Liability	Yes	Yes	Will adhere or exceed the minimums as stated in all insurance verbiage.
A. 3. Worker's Compensation Certification	Yes	Yes	Will comply completely.
B.	Yes	Yes	In Proposer name
C.	Yes	Yes	City of Douglas named as Additional Insured
D.	Yes	Yes	Proposer responsible for payment of all deductibles.
E.	Yes	Yes	Will keep minimums to date with appropriate amounts each year.
F.			Understood
G. Default			Understood
Indemnification	Yes	Yes	Agree totally. We have experienced same serving as Board of Directors.
Equal Employment Opportunity	Yes	Yes	On same page with EEO
SECTION 4 - Requirements			
Proposers Qualification Statement	Yes	Yes	LLC, Sole Proprietor: Jackie Leach; Douglas Resident and Business owner.
Request for Proposal Requirements	Yes	See below	
1	Yes	Yes	Submitted and provided

	2	Yes	Yes	To serve as an iconic part of The City of Douglas & be a part of its Mstr Plan vision.
	3	Yes	Yes	Resumes included with Proposal
	4	Yes	Yes	Three references included with Proposal
	5	Yes	Yes	Financial Statements included
	6	Yes	Yes	Not a subsidiary or affiliated with any firms, partnerships or corporations.
	7	Yes	Yes	Financial Consulting.
	8	Yes	Yes	No history nor current involvement with bankruptcy, ever.
	9	Yes	Yes	Not involved in any litigations.
	10	Yes	Yes	Will supply with Proposal
	11	Yes	Yes	In great financial standing. Confident, it will Exceed Compliancy.
	12	Yes	Yes	Bios included in Proposal
	13	Yes	Yes	One Principal, One Manager, four-six servers. \$11/hr for servers. \$21/hr Mgr.
	14	Yes	Yes	Start 10 am; open 11 am; close 7 pm, clean & out by 8 pm. 7 days/week May-Oct
	15	Yes	Yes	See Food Menu, Ice and Souvenir Items attachment
	16	Yes	Yes	See Mktg Plan
	17	Yes	Yes	Proposed annual lease payment and gross revenue share submitted in Proposal.
	18	Yes	Yes	See Attached Equipment List
	19	Yes	Yes	Included
	20	Yes	Yes	Narrative included.
SECTION 5 - Attachment B - Proposal Form				
Completed and Submitted as Attachment B				
SECTION 6 - RFP Evaluation Form				
Instructions to Evaluators				
SECTION 7 - Draft Contract The Root Beer Barrel				
City/Contractor Agree as Follows				
Article I. Term of Contract		Yes	Yes	Agreed
Article II. Contract Price and Payment		Yes	Yes	Proposed annual lease payment and gross revenue share submitted in Proposal.
Article III. City of Douglas Property		Yes	Yes	No smoking. Agree. Will enforce.
Article IV. Goods		Yes	Yes	Agreed
Article V. Operating Schedule		Yes	See below	Start 10 am; open 11 am; close 7 pm, clean & out by 8 pm. 7 days/week May-Oct
	A	Yes	JP Proposal	We would like to open 1st week in May, if agreeable with City of Douglas Council
	B	Yes	Yes	Agreed
	C	Yes	Yes	Will post operating hours; schedule and contact information
		Yes	See below	
Article VI. Sale of Goods		Yes	Yes	Will submit list for approval
	A	Yes	Yes	Will submit list for approval
	B	Yes	Yes	Will supply List of all goods for approval.
	C	Yes	Yes	We will be asking for approval of add'l items
	D	Yes	Yes	Intend to have CC and Venmo avail.

	E	Yes	Yes	None of those items have a place with us either.
	F	Yes	Yes	Ten days notice for approval; good prices, clearly displayed
	G	Yes	Yes	1) Equipment - Yes on a-g; 2) No equip like that 3) No vending Ken is a Mktg Major; has a lot of experience there. Will be robust!
	H	Yes	Yes	No distractions on premises; professional signs; proper use of Social Media;
	Article VII. Additional Terms	Yes	Yes	Agree totally to each of items A-I stated in this section.
	Article VIII. Maintenance	Yes	See below	
	A. Alterations, 1-3	Yes	Yes	Will ask for approval first on EVERYTHING. We understand & Agree!
	B. Sanitation, 1-7	Yes	Yes	Sanitation is extremely important to us. Ask me about ICOR duty.
	C. Maintenance, 1-3	Yes	Yes	On same page with maintenance and accessibility. We intend to have maintenance contracts & purchase Extended warranties on all our equipment;
	D. Contractor Responsibilities, 1-6	Yes	Yes	Will perform daily cleaning; Proper disposal of all items/waste. Understand and totally agree with tidiness of all;
	E. Janitorial/Cleanliness, 1-8	Yes	Yes	we have plans for Green approach and equipment
	F. Environmental, 1-3	Yes	Yes	Environmental preservation and respect is at the top of our list. Always.
	Article IX. Employees	Yes	See below	See A, B, C & especially "D" remarks. Thank you!
	A. Employment	Yes	Yes	Will be above compliant here. We believe People is what brings success. The "Right" People!
	B. Moral Conduct	Yes	Yes	Agree totally on 1-5
	C. Appearance	Yes	Yes	Understand and will comply.
	D. Training	Yes	Yes	Training is essential to optimal performance; We will over achieve in this category. Both Jackie & Ken have extensive training experience.
	Article X. Hold Harmless/Indemnity	Yes	Yes	Agree on all points of A, B & C. Agree
	Article XI. Independent Contractor Statement	Yes	Yes	
	Article XII. Insurance	Yes	Yes	Will adhere or exceed the minimums as stated in all insurance.: A-G
	Article XIII. Normal Business Hours	Yes	Yes	We intend to open at 11:00 AM each day and close at sunset.
	Article XIV. Extension/Renegociation/Modification	Yes	Yes	Our intentions are to be "all-in" for 3 yrs, and add 2 more upon approval.
	Article XV. Termination	Yes	Yes	Agree with A-G terms
	Article XVI. Confidentiality Statement	Yes	Yes	Understand Confidentiality agreement
	Article XVII. General Provisions	Yes	Yes	Understand these just sew up the rest of the loose ends. Agreed!
	Worker's Compensation Certification	Yes	Yes	Will have fully completed.
	Equipment Form	Yes	Yes	Will supply complete list of equipment annually.

Jackie Leach - Biography



Jackie has over 30 years of corporate experience including 8 years of service in the restaurant and food industry. She has years of experience in middle and upper management levels in which she managed 15-90 team members. Her success in every management position, was based on Jackie's strong belief that "a great manager, has done and will do the job of his/her team members". With many years as a successful sales professional, she has in depth experience in training, as well as developing training programs. She has been recognized with several leadership awards and is dedicated to finding success in all her endeavors.

Jackie's past professional experience includes financial advising and educational awareness in financial literacy. She is passionate in education and helping others with their personal growth and professional development.

Jackie enjoys golf, pickleball, hiking, card games and social gatherings with family and friends. Competitive by nature, she is always up for a challenge. Jackie is also a very optimistic person. Her favorite movie is "It's A Wonderful Life" and lives by the motto and moral of this film, **Faith, Family and Friends**

Ken Leach – Biography



Ken has over 38 years of corporate experience. He attended the US Naval Academy and was selected by USNA as a volunteer interviewer of incoming candidates for appointment. He has obtained a Bachelor of Science degree in Business and has earned several professional certificates and awards during his working career. Ken has served on several boards, including Neighbors Credit Union, National Football Foundation/College Hall of Fame; US Naval Academy Alumni Association and the Mehlville School District.

Ken's strengths are in marketing, innovation, building relationships, excavating what is most important to the customer and creating solutions with reciprocity. He is a skilled listener, presenter and communicator who is aware of the significance of timelines and budgets. Ken is a self-motivated and driven individual who harmonizes team efforts for optimal results.

Ken enjoys football, cribbage, travel, movies and volunteering in his personal time. He currently resides in St. Louis, MO with his wife Diana, son Trevor, daughter Sabreana, and an Australian Shepherd named Lily.

Ken's favorite authors are Rudyard Kipling, Tom Clancy, Robert Ludlum and Dean Koontz. He is a fan of Bruce Springsteen, The Beatles and The Eagles. He loves Michigan and Colorado and misses fishing with his dad.

"The importance of giving back to your community should never be ignored or delayed. Each day that expires is crucial to the domino effect and positive compounding results that transpire. Volunteer and give where you can."
Ken Leach

JACQUELYN "JACKIE" LEACH

Douglas, MI | 

PROFILE: CERTIFIED PERSONAL FINANCIAL COUNSELOR AND COACH – FINANCIAL FITNESS SOLUTIONS

Energetic and positive sales leader with extensive experience in financial services. Proven leader in exceeding sales quota, building and leading sales teams to achieve exceptional results. Knowledge in coaching, training, and mentoring.

FOLLETT SCHOOL SOLUTIONS, Woodridge, IL

07/2005 – 01/2023

Region Sales Director

Leading provider of pre-K-12 educational materials, including textbooks, SaaS, classroom and library materials, and asset management software.

- Worked closely with outside account executives covering 35 states, leading by example, motivating, and helping each AE to maximize revenue growth in their respective territories.
- Developed and managed complex budgets, extensive forecasts, quotas, financial goals and strategies.
- Collaborated with executive leadership team on multiple projects and transitions, such as a cross functional training strategy within several divisions of the company.
- As technology project team lead, worked with a third-party software vendor to develop new technology and equipment for the field sales team. Results included creating a key competitive advantage over our competition along with increased efficiencies, profit margins and overall revenue.
- Business Development Manager: search engine optimization and marketing champaigns.

Awards and Recognition

- Director of the Year designation five times.
- Mentorship program leader for three years.

ZARLENGA CFP-AMERIPRISE, Lisle, IL

Associate Financial Advisor

- Performed data gathering and constructed financial plans for clients through FAS software program.
- Constructed financial diversification projects for established clients.
- Worked with mutual fund companies to promote seminars and information-driven client workshops.
- Contributed to marketing operations for financial advisors in a shared office.
- Obtained series 7 and 66 licenses in addition to life and health and accident insurance.

Tippin's Restaurants, Kansas City, MO

Restaurant Manager

- Managed multi-locations; 50+ employees; scheduling, controlling food cost, labor cost and overhead in a high-volume restaurant.

Pantera's Pizza, St. Louis, MO

General Manager

- Multi-location management; 30+ employees, scheduling, food cost management, hiring and training.
- Developed Marketing Plans to increase sales and customer traffic.
- Started first delivery service concept to residents in the St. Louis region.

References (3)



 801-

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure

Financial Information Page

Not subject to public disclosure



**CITY OF DOUGLAS
REQUEST FOR PROPOSAL**

THE ROOT BEER BARREL

Table of Contents:

- Section 1. Introduction
- Section 2. Specification
- Section 3. Instructions / Terms / Conditions
- Section 4. Requirements
- Section 5. Attachment B, Proposal Form
- Section 6. RFP Evaluation Form Sample
- Section 7. Draft Contract

Key Dates:

- Invitation to Bid: September 21, 2023
- RFP Advertised: September 21, 2023
- Last Date for Questions: October 12, 2023 @ 12:00 PM
- Please submit questions to: Jenny Pearson, Executive Assistant
douglas@douglasmi.gov / 269-857-1438 ext. 102
- Proposals must be received by: October 19, 2023 @ 2:00 PM
- Proposals Opened Publicly: October 19, 2023 @ 2:00 PM
- City Council Tentative Award: November 6, 2023 @ 7:00 PM
- City Council Alternate Award: November 20, 2023 @ 7:00 PM



SECTION 1 INTRODUCTION

Introduction:

The City of Douglas is pleased to announce an opportunity for a qualified vendor to sell food and beverages, bagged ice, and novelty souvenirs at The Root Beer Barrel located at 455 W Center Street (Property). The City is seeking responses to this Request for Proposal (RFP) from qualified vendors who propose to sell food and beverages, bagged ice, and novelty souvenirs that meet the requirements of this RFP, attract visitors, and complement tourism in the City of Douglas. Proposers should thoroughly describe the goods they propose to sell, hours of operation, annual lease payment amount, and the monthly percentage of gross revenue they will pay to the municipality in exchange for occupying The Root Beer Barrel. The City is issuing this RFP with the intent to enter into a three (3) year Contract with two (2) optional one (1) year extensions available for the Proposer who best meets the requirements of this RFP and is determined to be most advantageous to the community.

Background:

The Root Beer Barrel is an iconic, restored, and reconstructed barrel at 455 Center Street on the corner of Center Street and Ferry Street on the way to Douglas Beach and Oval Beach. For nearly 7 years, volunteers refurbished the structure with the project beginning in 2011. The barrel is built like a traditional wine barrel, using 125 staves that fit together without the use of screws or nails. The Root Beer Barrel has long been a focal point of commerce and activity in the City of Douglas.



Historically the location of a lumber mill, basket factory, tannery, and bountiful fishing, the City of Douglas was a source of economic wealth. The City (population 1,232) is located in Allegan County on the shores of Lake Michigan in beautiful West Michigan. The City of Douglas is situated on Michigan's "Art Coast" and is home to a quaint downtown with a variety of retail shops, art galleries, and fine dining restaurants that attract visitors from major metropolitan areas. Being located less than three hours from Detroit and Chicago, Douglas' summer population more than doubles as seasonal residents return to family cottages to enjoy mild summers on the lake and an abundance of outdoor recreation activities such as swimming, boating, hiking, bicycling, enjoying forest trails, beaches, and sand dunes.

The Root Beer Barrel is located on 1.12 acres of public property situated on the corner of Center Street and Ferry Street. With a strong connection and easy access to the beach, The Root Beer Barrel is a destination for all. As public property, the City routinely solicits bids from qualified

vendors to provide goods that take advantage of The Root Beer Barrel's location and historic charm to attract visitors.

Description:

On average the public property has five (5) standard picnic tables for public use. The grounds are maintained by the City of Douglas with portable restrooms and electricity paid for by the City. Water is currently unavailable at The Root Beer Barrel. Public parking is available in the adjoining lot and along Center Street.

Notice to Proposer:

The City of Douglas officially distributes RFP documents through the City Clerk. Copies of proposal documents obtained from any other source are not considered official copies. The City of Douglas cannot guarantee the accuracy of any information not obtained from the City of Douglas and is not responsible for any errors contained by any information received from alternate sources. Only those Proposers who obtain proposal documents from the City of Douglas are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a different source, it is recommended you contact the Executive Assistant at douglas@douglasmn.gov and obtain an official copy.

Received, Acknowledged and Read on 10-13-2023



SECTION 2 SPECIFICATIONS

The City of Douglas is issuing this Request for Proposal (RFP) for a three (3) year Contract with two (2) optional one (1) year extensions available for a qualified vendor (Proposer) at The Root Beer Barrel interested in providing food and beverages, bagged ice, and novelty souvenirs in accordance with this RFP. **(Understood and in total agreement)**

Proposers are required to submit written proposals that thoroughly describe the **1)** goods they propose to sell, **2)** hours of operation, **3)** annual lease payment amount, and the monthly percentage of gross revenue they will pay to the municipality in exchange for occupying The Root Beer Barrel. The response to the proposal should be prepared simply and economically and should provide all the information the proposer considers pertinent to its qualifications for the Specifications listed herein. Emphasis should be placed on completeness of goods offered and clarity of content. **1) Goods described - in Menu - attachments M1 & M2.**

2) Hours – The Plan, P.2 under "Scheduling", paragraph-three. 3) Annual Lease payment & monthly percentage of gross revenue offer – The Plan, P.3, Our Offer, "We offer an annual..."

This proposal will be opened according to the key dates listed on the cover page. Proposal documents received after key dates and time will not be accepted or opened. Incomplete proposals will not be accepted. Proposals will be opened publicly and read aloud at Douglas City Hall. You may either hand deliver your sealed proposal or mail it to: **(Understood)**

Request for Proposal for The Root Beer Barrel
City of Douglas c/o Jenny Pearson
86 W. Center St., PO Box 757 **(Requested a Fed Ex address; Cannot deliver to a PO Box)**
Douglas, MI 49406

Goods:

The City retains the right to approve the sale of all goods offered as part of this Contract. The Proposer shall not sell any goods of which the City of Douglas does not approve of or reflects poorly on the community or community standards. **(Agreed)**

The potential uses of The Root Beer Barrel may be:

- Food and Beverages **(Yes)**
- Bagged Ice **(Yes)**
- Novelty Souvenirs **(Yes)**

Credit cards shall be accepted by the selected Proposer for all goods. **(Absolutely! Venmo too!)**

It is recommended that Proposers make a personal visit to The Root Beer Barrel to determine the site and facility conditions, plus any factors affecting the operation. **(Done)**
To schedule a walkthrough please call the Department of Public Works at 269-857-2763

Proposal Selection:

It is the intent of the City of Douglas to award a Contract to the Proposer who is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding the quality of goods, the contractor's qualifications, and capabilities to provide the specified goods, and other factors which the City of Douglas may consider. **(Agree and understand)**

Applicable Laws and Regulations:

Selected Proposer must comply with all applicable federal, state, and local laws, regulations, and permits. Food service establishments must operate per the Allegan County Health Department requirements, local zoning, and the City of Douglas Code of Ordinances and Zoning Ordinances. **(Agree and understand)**

Equipment:

The Proposer must accept the facility in its present condition. No equipment is supplied for the operation; however, the City provides a handicap portable restroom, a standard portable restroom, and picnic tables for park use. **(understood)**

Utilities:

The Proposer shall pay for all utilities not paid by the City of Douglas used in or about The Root Beer Barrel grounds, including but not limited to refuse, internet service (water is currently unavailable at The Root Beer Barrel). Electricity is currently paid for by the City of Douglas. **(All understood and we will make arrangements to cover all, once selected.)**

Grounds and Parking Lot:

The Root Beer Barrel grounds are maintained by the City of Douglas as public property. As public property, no vendor is permitted to restrict or deny parking to any individuals. Street parking is also available at The Root Beer Barrel and is adequate for the site. **(Y)**

The operation of The Root Beer Barrel will not have an adverse effect on surrounding properties. If traffic generated or parking becomes a problem, review of use may be necessary by the City Manager or designee. **(Y)**

All advertising signage shall be in conformance with the City Sign Ordinance as amended. **(Y)**

No overnight camping and/or parking is allowed. **(Will completely comply with all above.)**

Operating Schedule:

The Proposer shall disclose their operating schedule in the response to this RFP. Recommended season/days, and hours of operation as follows: **(Understood - See "Scheduling" Under "The Plan, Page 2, paragraphs 1-5)**

**Friday before Memorial Day through Labor Day:
Daily from 11:00 am to 7:00 pm**

Maintenance:

The City will perform all maintenance work needed on The Root Beer Barrel. Any permanent additions or improvements made to the Property or surrounding premises shall require approval of the City of Douglas and will become property of the City at the termination of this Contract, except as may be otherwise stated in the Contract. (Agree and understand)

Responsibilities of the Proposer:

Upon entering into Contract, the Proposer shall:

- A. Not broadcast music audible beyond a ten-foot (10') circumference from proposed operation, nor shall Proposer make public announcements to solicit business or call attention to the operation. (Understood and will comply completely)
- B. Will not occupy or obstruct any portion of the public sidewalk outside the designated area, or any area commonly used by the Department of Public Works for maintenance and/or repair. Not interfere with, block or limit the general public from sitting or standing on public property or from entering and exiting the premises. (will comply completely)
- C. Not restrict parking. (agreed)
- D. Not install parking signage, personal or other. (Understood)
- E. Provide an adequate number of trash cans. (We have 6 scheduled for outside and two for inside)
- F. Pick up and remove trash generated by patrons of the Proposer on a frequent basis. (Yes)
- G. Contract with the City's Refuse and Recycling Contractor, Republic Services, for refuse disposal and removal. (Will schedule frequent pick-up services with city refuse services)
- H. Maintain a current Douglas annual business license. (Will obtain immediately upon selection)
- I. Shall provide 24/7 available contact person should issues and complaints arise regarding the Proposer's use of the property. Specifics will be brought to the Proposer's attention for immediate resolution to the full satisfaction of the City. If a satisfactory resolution by the Proposer is not made per above, it may be grounds for immediate termination of the Contract and no proration of payments. (Will comply with all, submit for approval and be available 24/7)
- J. Shall be authorized to use the electrical outlets for his concessions. (Thank you!)
- K. Provide necessary water per Health Department's requirements due to The Root Beer Barrel not having potable water. (Will use Absopure for supply and dispersal – same as City of Douglas)
- L. Operate in a safe manner and maintain the surrounding area in a safe manner for the public. (Yes)
- M. Provide a safety plan for emergencies, accidents, and natural disasters. (Yes, as directed.)
- N. Provide an employee background check for all employees. (All employees shall go through background check)
- O. Familiarize themselves with Ordinance Chapter 112: Alcoholic Beverages. (We totally agree)
- P. Provide liability insurance naming the City of Douglas as additional insured and hold the City of Douglas harmless. (Will do in the amounts recommended in this RFP)
- Q. Provide one (1) standard and one (1) ADA compatible portable restroom to be cleaned routinely. (Will arrange frequent and appropriate cleaning schedule.)

Violation of the Contract or of any federal or state law or City Ordinance may result in a cancellation of the Contract without any proration of payments. (Understood)



SECTION 3 INSTRUCTIONS / TERMS / CONDITIONS

All proposals must be delivered in a sealed envelope. Proposals should be clearly labeled on the outside of the envelope:

Request for Proposal for The Root Beer Barrel
Proposers Name Jacquelyn Leach – Jacks Pack, LLC
Address [REDACTED]
Date 10-17-2023 (Overnighted via Federal Express Delivery)

Proposals should be mailed or delivered in person to:

City of Douglas
c/o Jenny Pearson, Executive Assistant
86 W. Center St., PO Box 757 (requested
an acceptable Fed Ex address)
Douglas, MI 49406

Proposals must be received in accordance with key dates. (Understood)

General Instructions for Proposal:

A. Proposal Content – A completed Proposal must contain the following:

1. Section 4, Requirements (Done)
2. Section 5, Attachment "B" Proposal Form – the Proposal form must be completed and signed by an authorized individual (Done)

Proposals submitted without all required documents of each section may be deemed non-responsive. (Understood – all documents included.)

- B. Submittals – Provide one (1) original paper and four (4) additional paper copies of the completed Proposal to the City of Douglas. (Prepared and included in Fed Ex delivery)
- C. Proposal Period – After the proposal has been submitted to the City of Douglas, it may not be withdrawn for thirty (30) calendar days after the date of the opening. Proposals will be opened and read publicly in accordance with the key dates. (Understood)
- D. Proposal Award – It is the intent of the City of Douglas to enter into a Contract with the Proposer whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding the quality of goods, the contractor's qualifications, and capabilities to provide the specified goods, and other factors which the City of Douglas may consider. (Agreed)

Personal interviews may be required to assist in evaluating each Proposer's proposal and qualifications. If such interviews are required, Proposer will be contacted to make arrangements. (Will be available and will look forward to that.)

All qualified Proposals will be presented to the City of Douglas Building Team for consideration and for recommendation to the City Council for award in accordance with key dates outlined in this RFP. Evaluators will use the RFP Evaluation Scoring Form in Section 6. (Understood)

The City reserves the right to accept, reject, or negotiate any or all proposals and to waive irregularities therein. The City of Douglas reserves the right to negotiate any terms and conditions prior to entering into Contract with the Proposer. The City of Douglas further reserves the right to rescind the RFP and decline to enter into a Contract at any time prior to a Contract being fully executed. (Understood)

- E. Term and Renewal – It is intended that the term of the Contract shall be for three (3) years with two (2) optional one (1) year extensions unless earlier terminated. The Contract may be terminated by either party within ninety (90) days by written notice based on the terms and conditions of the Contract. The Contract may be terminated by either party without cause with less than ninety (90) days' notice by mutual Contract or in the event of substantial failure to perform with the terms set forth in the Contract as described in the Contract. (Terms accepted; would be 'all-in' for three and will intend to serve five total.)
- F. Basis of Payment – The Contract will state the accepted offer of the proposed annual lease payment and the monthly percentage of gross revenue to be paid to the City during the three (3) year Contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price, and also reserves the right to negotiate any terms. (Offer Submitted: Plan, P3, paragraph 6, "we offer...)
- G. Default - No proposal will be accepted from, or Contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Douglas upon debt or Contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous Contract with the City. (In total compliance)
- H. Costs for Proposal - All costs incurred in the preparation of this proposal are the responsibility of the Proposer and shall not be reimbursed. (Understood)
- I. Acceptance of Terms and Conditions – By submitting a proposal, the Proposer agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable state and local law. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response. (Agreed and understood)
- J. Information Disclaimer – The information contained herein is in summary form. It is believed to be accurate; however, no warranties are expressed or implied. Interested parties should familiarize themselves with the Property itself, relevant reports (if any), and the requirements of the City of Douglas. (Nobody's perfect. 😊; understood.)
- K. Rejection of Proposals – If material errors are found in a proposal, or if a proposal fails to materially conform to the requirements of the RFP, the City may reject the proposal. Data

and information submitted in the proposal should be prepared in a manner designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. (Agreed; please contact me with any questions: [REDACTED])

- L. Collusion - More than one Proposal from the same Proposer under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is submitting more than one Proposal will cause the rejection of all Proposals in which the Proposer is involved. Proposals will be rejected if the City reasonably determines that there is reason to believe that collusion exists among Proposers, and no participant in such collusion will be considered in any future RFP. (Understood)
- M. Freedom of Information Act – Information submitted to the City is subject to the requirements of the Freedom of Information Act. Proposers are encouraged to not submit information that is considered confidential, trade secret, or proprietary. (Understand)
- N. Questions – Proposers are encouraged to visit the Property to become thoroughly familiar with the Property and its surrounding environment. For inquiries of the Property the Proposer may contact Jenny Pearson at douglas@douglasmi.gov in accordance with the key dates. (Understood)
- O. Lobbying – Proposers are prohibited from lobbying City of Douglas employees, advisory committee members, or elected officials regarding this RFP or Contract, or during the pendency of any Award protest, by the Proposer/protestor or any member of the Proposer/protestor's staff, an agent or employee of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the RFP or Contract, or has a pending Proposal protest is strictly prohibited until either an award is formal or any protest is formally resolved by the City. For purposes of this provision, lobbying activities shall include but not be limited to, influencing, or attempting to influence action or non-action in connection with any RFP or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of person and/or entities specified in this provision. Such actions may cause any RFP or Contract to be rejected or disqualified from consideration. (Understood)
- P. Trade Secret - Any language contained in the Proposers proposal purporting to require confidentiality of any portion of the proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Michigan law, shall be void. The City shall be the final arbiter of whether any information contained in the Proposers proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected. (agree)
EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO MICHIGAN LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED. (Noted)

- Q. Exclusivity of Contract – Any Contract between the Proposer and the City is exclusive and non-assignable, and any attempted assignment, delegation, transfer, or conveyance is void. (Understood)

Terms and Conditions for Proposals:

- A. The Request for Proposal and the Proposers response will be incorporated into the final Contract as attachments (We have included attachments as directed)
- B. The Proposer will not structurally alter the Property without the express written consent of the City. (Would not do so, without approval and written permission.)
- C. The City retains the right to limit or suspend access and use of the Property for repair or maintenance, or other governmental needs upon notice to the Proposer. (Understand)
- D. The Proposer will repair any and all damages to the Property by the Proposer or its invitees attributable to use of the Property. In the event the Property is not repaired as described herein and the City is forced to make repairs, the Proposer will reimburse the City for any and all expenses associated with such repairs and all costs in connection with the collection of such expenses, including, but not limited to attorney's fees and other costs of collection. (Understood)
- E. The Proposer will obtain at its own expense all necessary permits and licenses required by any and all authorities having jurisdiction over the Property or Proposer's activities. (Will do upon selection.)
- F. All improvements to the Property shall be approved by the City in writing prior to the start of any work and will be subject to the following conditions: (Complete compliance)
1. Ensure safety, security, and proper desirable use of the Property.
 2. Ensure high-quality improvements are made to the Property.
 3. Improvements will become the property of the City.
- G. The awarded Proposer will operate the Property in full compliance with all applicable laws, ordinances, and regulations. (Complete compliance with all)

Insurance:

- A. Upon award of Contract, Proposer shall maintain at its expense during the entire term of the Contract, the following insurance per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C). (We will obtain all these recommended amounts upon selection – we are in complete agreement.)
1. **Commercial General Liability Insurance** - The Proposer shall procure and maintain during the life of this Contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
 2. **Automobile Liability** insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of

\$1,000,000 (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.

3. **Worker's Compensation** insurance in the amount required by state statute.

- B. All policies shall name the Proposer as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, Proposer may agree to provide notice of such cancellation or reduction. (Agreed)
- C. The City of Douglas shall be named as Additional Insured for General Liability and Auto Liability and shall also be listed as a certificate holder. Certificates of Insurance evidencing such coverage shall be submitted to the City of Douglas, Executive Assistants' office at douglas@douglasmil.gov or at PO Box 757, Douglas, MI 49406 to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the Contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those Contract documents will be waived by the insurer with respect to claims against the City. (Agreed)
- D. The Proposer shall be responsible for payment of all deductibles contained in any insurance required hereunder. (Will be set-up that way)
- E. If, during the term of the Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Proposer will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Proposer's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City. (Understood)
- F. The provisions requiring the Proposer to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Proposer under this Contract. (Understood)
- G. The City has the authority to vary from the specified limits as deemed necessary. (Your prerogative)

If any provision or portion thereof of the Contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Contract to either party, such provision shall not render unenforceable this entire Contract. Rather, the parties intend that the remaining provisions shall be administered as if the Contract did not include the invalid provision. (Understand)

Indemnification:

The selected Proposer shall hold and save harmless the City, its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the

selected Proposer shall indemnify, save harmless, and undertake the defense of the City, its City Council, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Proposer's operation pursuant to this Contract and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Proposer within fourteen (14) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Proposer hereunder, for which the City may be entitled to a claim or indemnity against the Proposer, under the provisions of this Contract. Proposer shall have the right to control the defense of any such claim, suit, or actions. The Proposer shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Proposers breach of any of the provisions of the Contract. Proposer shall not be responsible for negligent acts of the City or its employees.

(Absolutely agree)

Equal Employment Opportunity:

To ensure nondiscrimination in employment, the Proposer must have on file or execute with the City, an Equal Employment Opportunity statement. (Of course.)

Proposal Divider Page

BARREL BID 2023

My name is Michael White and I have run the Root Beer Barrel for the last 5 seasons. I would like to start my bid letter with letting the Council and City Manager know what a privilege and honor it has been watching the barrel grow over the past 5 seasons. Thank you for opportunity I have been giving and God willing will continue to do so. I believe I have achieved a lot of what I set out to do there and that was to make it an affordable tourist destination and not a tourist trap. We have worked hard and will continue to do so if given the opportunity to the upcoming bid.

Last year I submitted an amount of \$5000 for the seasonal rent on the barrel and was awarded a one-year contract. I would like to highlight some of cost I endure throughout the 2023 season and hopefully the amount I offer for the 3-year contract is acceptable to the council and city manager. I have to carry state farm insurance on the property in the tune of appx: \$71 dollars a month 12 months a year. I pay for garbage bill of appx: \$1000 a season. I pay for varnish/supplies/labor to shine the barrel every September to prepare the barrel for winter in the amount of \$1190 (2023). Every Halloween night we do free hotdogs and root beer to all.

This season was a challenging one as far as food cost and employee wage. Both have gone up in this area. This area is having a hard time finding restaurant workers and if we are lucky enough to find workers the pay rate is expected to be much higher than previous years. Food cost went up on just about everything... I have kept my prices at a very fair amount for our guests. As it is important to me to have them feel like they did fall into a local tourist trap

I encourage the Council and City Manager to go to Google reviews and see the reviews that our guests of Douglas leave the barrel.

I would like the Council and City Manager know that I make sure property is well maintained and cleaned every day. I believe I am a great steward for the barrel. Our Facebook page has over 4,000 followers. Our food is delicious and our root beer floats are loved. If given the opportunity to another contract I will continue to represent the city in a professional manner and I feel I have proven I am worthy of this contract.

I have attached a copy of my last health inspection. For a place that has no running water I have to be on top of my game. As you can see by the inspection noting: NO violations I have achieved that.

In any restaurant/food cart operation the profit margin is very thin. Especially if one does not have a liquor license. I have kept to my original thought of a good cheap place to eat/treat and have the guest feeling good after they leave. I believe I achieved that even in the market of higher food cost and employee wage.

In keeping the barrel up and running and looking good it cost appx: \$4,500 a season in repairs and replacements of: equipment, menus, umbrellas, furniture

I am offering for the three-year contract as following:

2024 season \$6,000 half paid at beginning of season with half being paid in middle of season

2025 season \$7,000 half paid at beginning of season and half being paid in middle of season

2026 season \$8,000 half paid at beginning of season and half paid in middle of season

I believe this to be a fair amount to both parties involved and I look forward if given the opportunity to continue putting the barrel on the map as a tourist destination in Douglas, Michigan.

If you have any questions/comments or concerns, please feel free to contact me at [REDACTED]

Thank you for time and consideration

Sincerely yours:

Michael D. White

FOOD SERVICE ESTABLISHMENT EVALUATION REPORT

HEALTH DEPARTMENT
 (As delegated under PA 92 of 2000, as amended, by the Michigan Department of Agriculture & Rural Development)

Megan Conroy

Based on an evaluation this day, the items marked below are violations of the Michigan Food Law, PA 92 of 2000, as amended. Violations cited in this report shall be corrected within the time frames specified below, but within a period not to exceed 10 calendar days for priority or priority foundation items (§8-405.11) or 90 days for core items (§8-406.11). Failure to comply with this notice may result in license suspension and/or other legal action. You have the right to appeal any violations listed.

ESTABLISHMENT NAME	ADDRESS	CITY/TOWNSHIP	STATE	ZIP CODE	DATE	TIME																																				
Two Feet Beer Barrel	[REDACTED]	Annville	MI	49408	9/21/23	11:30 AM/PM																																				
EVALUATION TYPE: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> ROUTINE</td> <td><input type="checkbox"/> COMPLAINT</td> <td><input type="checkbox"/> NON-SMOKING</td> <td><input checked="" type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> <tr> <td><input type="checkbox"/> FOLLOW UP</td> <td><input type="checkbox"/> FOODBORNE ILLNESS</td> <td><input type="checkbox"/> LICENSE POSTED</td> <td><input checked="" type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> <tr> <td><input type="checkbox"/> PRE-OPENING</td> <td><input type="checkbox"/> OTHER</td> <td><input type="checkbox"/> MANAGER CERTIFIED</td> <td><input checked="" type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> <tr> <td></td> <td><i>CRISTFU</i></td> <td><input type="checkbox"/> WATER SAMPLE TAKEN</td> <td><input checked="" type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> <tr> <td></td> <td><i>gnt insp</i></td> <td><input type="checkbox"/> ANTI-CHOKING POSTER</td> <td><input checked="" type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> ON-SITE WATERSEWER</td> <td><input type="checkbox"/> YES</td> <td><input checked="" type="checkbox"/> NO</td> <td><input type="checkbox"/> N/A</td> </tr> </table>							<input type="checkbox"/> ROUTINE	<input type="checkbox"/> COMPLAINT	<input type="checkbox"/> NON-SMOKING	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	<input type="checkbox"/> FOLLOW UP	<input type="checkbox"/> FOODBORNE ILLNESS	<input type="checkbox"/> LICENSE POSTED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	<input type="checkbox"/> PRE-OPENING	<input type="checkbox"/> OTHER	<input type="checkbox"/> MANAGER CERTIFIED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A		<i>CRISTFU</i>	<input type="checkbox"/> WATER SAMPLE TAKEN	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A		<i>gnt insp</i>	<input type="checkbox"/> ANTI-CHOKING POSTER	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A			<input type="checkbox"/> ON-SITE WATERSEWER	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
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VIOLATION DESCRIPTION / REMARKS / CORRECTION SCHEDULE <i>Notes: No violations noted @ time of insp</i> <i>RT @ 38</i> <i>gnt insp</i>																																										
PRIORITY (X)	PRIORITY FOUNDATION (X)	CORE (X)	REPEAT (X)																																							

Notes: No violations noted @ time of insp
RT @ 38
gnt insp

Three references:

[REDACTED]

[REDACTED]

[REDACTED]



SECTION 4 REQUIREMENTS

TO BE COMPLETED AND SUBMITTED AS REQUIREMENTS (Per Section 3)

This Request for Proposal (RFP) is to solicit proposals from qualified vendors to use The Root Beer Barrel located at 455 W Center Street (Property), for food and beverages, bagged ice, and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Douglas.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual A Co-Partnership _____ A Corporation _____

Submitted By: Michael D. White

With principal office at: [REDACTED]

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Provide business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.
2. Explain how proposers use of facility is compatibility with the City's Zoning Ordinances and Master Plan. Plans can be found on the City's website at www.douglasmi.gov.
3. Resume' of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
4. Three (3) business and/or personal references. Note - the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.
5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility.
6. Statement that the Proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.



**SECTION 5
ATTACHMENT B – PROPOSAL FORM**

TO BE COMPLETED AND SUBMITTED AS ATTACHMENT B (Per Section 3)

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal that was issued by the City of Douglas.

Root Beer Burrel
Name of Company/Organization

Michael D. White
Authorized Signature of individual submitting proposal for above Company/Organization

Michael D. White
Printed name of individual above

10/6/93
Date

[Redacted]
Email address

[Redacted]
Phone

THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

If any provision or portion thereof of this Contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Contract to either party, such provision shall not render unenforceable this entire Contract. Rather, the parties intend that the remaining provisions shall be administered as if the Contract did not include the invalid provision.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract in Allegan County, Michigan, as of the date first listed above.

CONTRACTOR

Michael D. White 10/6/23
Signature Date

Michael D. White Proprietor
Printed Name & Title

CITY OF DOUGLAS

Michael D. White N/A 10/6/23 N/A
Signature Date

Printed Name & Title

Signature Date

Printed Name & Title



WORKER'S COMPENSATION CERTIFICATION

- I hereby certify that effective the date of this Contract with the City of Douglas and at all times in the performance of such Contract that:

I have and will maintain in full force and effect the Workers Compensation Insurance in compliance with the laws of the State of Michigan, and will provide a Certificate of Insurance to the City upon request, with the following insurance company:

Root Beer Borrel

Company Name

Agent's Name, Address, and Telephone Number

[REDACTED]

Policy Number and Effective Date

OR

- I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Michigan to obtain and maintain a Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have, or will execute, with the City of Douglas.

Michael D. White

Signature of Contractor

10/4/23

Date



EQUIPMENT FORM

Per **Article VI. Sale of Goods, G. Equipment and Supplies, 1. Equipment, c.;**

Annually, the Contractor shall furnish the City of Douglas a complete inventory of equipment owned, leased, or loaned to the Contractor; any additional equipment shall be reported as soon as installed.

Please, list equipment inventory:

2 Refrigerator

Freezer

Fridge

Grill

Tables

Cooker

Stove

Picnic tables

Benches

Stands for displays

Shelves

Chip Racks

Umbrellas

Back up grill

Storage Bins

Dish Wash Machine

Microwaves (2)

Proposal Divider Page



Business Plan Proposal: Outlaw Roasted Corn

1. Executive Summary:

Outlaw Roasted Corn #4 is a food business owned by Leslie Vazquez, established in 2022. With nine years of experience in the food industry, Outlaw Roasted Corn has been successfully attending multiple events and county fairs. The business aims to operate from the first week of May until the last week of September. The current menu includes roasted corn, loaded potatoes, and walking tacos. However, Outlaw Roasted Corn has the capacity to create a customized menu that can incorporate items such as ice cream, root beer, hot dogs, and more. With the support of other family-owned food businesses like Tacon Madre Restaurant, El Patio 616 bar and grill, and Brandywine Restaurant, Outlaw Roasted Corn can offer unlimited options to its customers. Additionally, the business will leverage social media and advertising expertise from MTY Signs, a sign and marketing company owned by the family, to maximize its reach and promote not only the Root Beer Barrel but also the city of Douglas.

2. Business Description:

Outlaw Roasted Corn is a food business specializing in roasted corn, loaded potatoes, and walking tacos. The business has been operating successfully for four years, attending various events and county fairs. The business aims to operate from May to September, capitalizing on the peak season for outdoor events and festivals. With the ability to create a customized menu, Outlaw Roasted Corn can incorporate additional items such as ice cream, root beer, hot dogs, and more, providing a diverse range of options to its customers.

3. Market Analysis:

The food industry is a highly competitive market, but Outlaw Roasted Corn has already established a strong presence and a loyal customer base. By attending multiple events and county fairs, the business has gained valuable experience and exposure. With the support of other family-owned food businesses, Outlaw Roasted Corn can leverage their expertise and resources to expand its offerings and attract a wider customer base. The business will also utilize social media platforms and advertising campaigns to maximize its reach and promote both the Root Beer Barrel and the city of Douglas.

4. Marketing and Sales Strategy:

Outlaw Roasted Corn will focus on maximizing its social media presence to reach a larger audience. The business will utilize platforms such as Facebook, Instagram, and TikTok to engage with customers, share updates, and promote special offers. Additionally, the business will collaborate with MTY Signs, a sign and marketing company owned by the family, to run effective advertising campaigns. By leveraging the experience and resources of MTY Signs, Outlaw Roasted Corn can effectively target its desired customer base and increase brand awareness.

5. Operations

The business will operate from May to September. With the support of other family-owned food businesses, Outlaw Roasted Corn can ensure a smooth operation and access to a wide range of ingredients and resources. The business will prioritize customer satisfaction by providing high-quality food and excellent service.

6. Financial Projections:

Outlaw Roasted Corn expects steady growth in revenue due to its established presence and loyal customer base. The business will track expenses meticulously to ensure profitability. With the support of other family-owned food businesses, Outlaw Roasted Corn can benefit from shared resources and cost-saving measures. The business will also allocate a budget for advertising and marketing campaigns to maximize its reach and attract new customers.

7. Insurance and Equipment:

Outlaw Roasted Corn is fully insured and has all the necessary equipment required for its operations. From food equipment to a Point of Sale (POS) system such as Clover, the business is well-equipped to handle its daily operations efficiently. This ensures that customers receive high-quality food and service while maintaining a smooth and seamless operation.

8. Commission Pay to the City of Douglas:

Outlaw Roasted Corn proposes a 10% commission pay to the city of Douglas for the privilege of operating within its jurisdiction. This commission will contribute to the local economy and support community development initiatives. By partnering with the city, Outlaw Roasted Corn aims to foster a mutually beneficial relationship and contribute to the growth and prosperity of Douglas.

In conclusion, Outlaw Roasted Corn is a well-established food business with a strong presence in the industry. With the ability to create a customized menu and the support of other family-owned food businesses, the business is well-positioned for growth and success. By leveraging social media and advertising expertise, Outlaw Roasted Corn aims to maximize its reach and promote both the Root Beer Barrel and the city of Douglas

An Individual Submitted By:

Leslie Vazquez

With principal office at:

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Authorized Signature of individual

submitting proposal for above Company/Organization

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