The City of Kirkland Parks and Community Services Department
Request for Proposal (RFP)

2016 Food and Beverage Concessions in Kirkland Parks

Job Number 11-16-PK

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for: The City of Kirkland Parks and Community Services Department (KPCS) is seeking concession contractors to provide food and beverage service to the public within select Kirkland parks.

File with Purchasing, Finance Department, 123 5th Ave, Kirkland WA, 98033 as follows: Proposals received later than **3:00 p.m. (Pacific Time), February 22, 2016** will not be considered.
A copy of this Request for Proposal (RFP) may be obtained from City's web site at http://www.kirklandwa.gov/ Locate by clicking on "Business" at the top of the webpage and then "Request for Proposals" under "Doing Business with the City." Call 425-587-3123 if you are unable to access RFP documents online.

The City of Kirkland reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

Dated this 1st Day of February, 2016

Barry L. Scott, C.P.M.
Purchasing Agent

The City of Kirkland Parks and Community Services Department

Request for Proposal (RFP)

2016
Food and Beverage Concessions in Kirkland's Parks
Job Number 11-16-PK

experience it!

Kirkland Parks

The City of Kirkland Parks and Community Services Department
Request for Proposal (RFP)

2016 Food and Beverage Concessions in Kirkland Parks

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Section A

General Information

A1. This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Kirkland, Department of Parks and Community Services, for Seasonal Food Concession Operators in selected parks. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable and reliable services to park patrons while paying reasonable concession fees to the City of Kirkland. You are encouraged to offer products that would be complimentary to the existing uses of the park, and products not competitive with park business neighbors. The Department reserves the right to approve or disapprove any proposed business activity. The City of Kirkland will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

If you are awarded a Concessions Agreement, concession rights may not be sold, transferred or given to anyone else. You must operate the concession awarded to you.

Seasonal Food Concessions are limited to the following City of Kirkland park locations:

- **132nd Square Park** – 1 Food Truck, Mobile Cart and/or a Park to Park Mobile Opportunity
- **Crestwoods Park** – 1 Food Truck, Mobile Cart and/or a Park to Park Mobile Opportunity
- **Houghton Beach Park** – 1 Opportunity (on-site concession space)
- **Juanita Beach Park** – 1 on-site concession space, 1 Food Truck, Mobile Cart and/or 1 Park to Park Mobile - 3 Total Opportunities (Potential for construction impacts)
- **Marina Park** – 2 Mobile Cart Opportunities
- **OO Denny Park** – 1 Food Truck, Mobile Cart and/or Park to Park Mobile Opportunity
- **Peter Kirk Pool at Peter Kirk Park** – 1 Mobile Cart and/or 1 Park to Park Mobile Opportunity
- **Waverly Beach Park** – 1 Park to Park Mobile Opportunity (Potential for construction Impacts)
- **Mobile** – Park to Park – any park is a potential (except Marina Park), for any location without a competing stand, competing stationary unit, or competing neighboring business

Note: A Concessions Agreement provides the vendor the right to be included in all Special Events held at their assigned park location (although not necessarily in the exact location within the park – the location may be modified by the event organizer for the duration of the event).

A2. RFP Selection Process and Schedule
The department's proposed schedule for review of the RFP's submittals and final selection of the contractor is as follows:

February 1, 2016	RFP Packages Available
February 22, 2016	RFP Submittal Deadline: 3:00 p.m. (Corrected on 2/2/16)
February 29, 2016	Contracts Awarded

A3. Terms and Definitions
The following terms are used in this RFP:

a. **City:** The City of Kirkland, WA, and/or the staff of the City
b. **KPCS:** The City of Kirkland Parks and Community Services Department and/or the staff of
c. **Vendor, Contractor or Concessionaire:** Mobile/free standing/portable food service provider that desires to utilize the City of Kirkland Parks for their business operations
d. **Contract or Agreement:** The contract or agreement (Attachment A) between the City of Kirkland Parks Department and selected vendor resulting from this RFP.
e. **Proposal:** A response to this RFP which includes the submittal elements as outlined in Section B.
f. **RFP:** This Request for Proposal for food and beverage vendors to operate in select City of Kirkland parks.

Section B
Requirements and General Specifications

B1. RFP Requirements
Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. All proposals sent electronically must be in the form of a PDF or MS Word document.
2. Please include your name, business name, business address, email address, phone number and fax number.
3. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
4. The proposal must be signed by an official who is legally authorized to bind the organization.
5. Complete, sign and submit all RFP forms provided by the Department.
6. To be evaluated, a proposal must completely answer each question in the Questionnaire on Page 20.
7. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Nicci Osborn, Parks Coordinator, at nosborn@kirklandwa.gov. Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov or by phone at 425.587.3123.

Submittal Instructions: Proposals must be received by no later than 3:00 p.m. on Monday, February 22, 2016.

We encourage proposals to be submitted by email. Emailed proposals should include, "2016 Food and Beverage Concessions in Parks RFP" in the subject line and be addressed to purchasing@kirklandwa.gov. Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB.

As an alternate to email, proposals (original and one copy) can be mailed or delivered to:
City of Kirkland
ATTN: Barry Scott – **2016 Food & Beverage Concessions in Parks RFP**
123 5th Avenue
Kirkland, WA 98033

B2. RFP Proposals

- Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.
- All proposals submitted as email attachments must be in the form of a PDF or MS Word document. If paper proposals are being submitted, they must consist of one original and one copy.
- Proposals must completely answer each question in the questionnaire, which begins on Page 20.
- Applicants are encouraged to visit desired site prior to submitting a proposal. Sites vary in location and in on-site amenities.
- The Agreement will require mobile units be removed from the park at the end of each business day.
- Contracts are awarded on an annual basis and may be renewed up to three years.
- The successful bidder will be expected to abide by all State laws, King County laws, City of Kirkland ordinances, all business licensing requirements, City of Kirkland insurance requirements, and Washington State Department of Public Health Food Service requirements.
- Self-contained, self-supported carts and food trucks are highly desirable. There will be an additional utility fee that will apply above the fees outlined within for concessionaires that require the use of park utilities.
- Tenant improvements – list any and all desired improvements in the RFP at the time of submittal. Include items such as seating, power needs, water needs, security needs, restroom needs, signage needs, etc. It is to be understood any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval from the KPCS Parks Manager or his designee. All improvements shall become the property of the City of Kirkland upon completion of installation; provided the vendor shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this agreement is in effect.
- All proposals become the property of the City of Kirkland.

B3. Requirements and Fees
If your proposal is accepted, the following fees and requirements will be due upon issuance of your concession agreement:

City of Kirkland Business License – You will be required to present a current copy of a valid City of Kirkland Business License prior to being awarded the concession agreement.

Insurance Coverage and Proof of Policy – The concessionaire/contractor shall obtain and maintain for the duration of the agreement, policies of comprehensive general liability insurance with combined single limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A $2,000,000 products/completed operations aggregate is also required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City of Kirkland shall be named as Additional Insured and a copy of the Additional Insured Endorsement naming the City as Additional Insurance shall be attached to the Certificate of Insurance. The Certificate of Insurance and Additional Insured Endorsement shall be filed with the City a minimum of two weeks prior to the contractor providing services.

Health Permit – It will be the contractor's responsibility to contact, arrange and comply with specific Seattle-King County Health Department requirements for proposed concession site(s). It is the responsibility of the contractor to verify adequate water and electrical service is available to support the requirements and equipment they intend to operate at a particular location. Any modifications or improvements to concession areas shall be at the sole expense of the successful contractor and will require advance written approval from the Kirkland Parks and Community Services Department prior to commencement. Not all improvements requested may be approved. A copy of a current Seattle-King County Health Department permit must be provided prior to opening.

Contract Agreement (Not Lease) - The contractor understands and agrees KPCS will only grant concessions by contract and not by lease. Concession agreement(s) will only confer permission to occupy and use the premises described for concession purposes. A successful contractor's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. KPCS will only grant successful contractors an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample, "Agreement for Concessions" is included for review.

Concession Fee and Utility Fee (if applicable) - Concession opportunities are separated into categories: Tier 1 (on-site concession space); Tier 2 (food truck); Tier 3 (mobile cart); into two seasons: Season 1 - April 1st through September 30th (except for the Pool, for which the season is approximately second Monday in June through Labor Day) and Season 2 - October 1st through March 31st; and are separated by location. Below is each season's base concession fee and utility fee (if applicable) based on concession type, and location. The Concession Fee is a set amount to be paid in two installments: First Season: 60% of the concession fee is due on April

1st with the remaining 40% due on August 1st; Second Season: 60% of the concession fee is due October 1st; 40% is due February 1st. The utility fee (if applicable) is due in full April 1 and/or October 1.

Tier 1 (T1)	**Tier 2 (T2)**	**Tier 3 (T3)**
On-Site Concession Space	**Food Truck**	**Mobile Cart**

First Season Concessions April 1 Through September 30				
Park Location	**Number of Opportunities Available On-Site**	**Tier**	**Concession Fee**	**Utility Fee (if applicable) for First Season**
132nd Square Park	1	T2 or T3	$1000	$150
Crestwoods Park	1	T2 or T3	$1000	$150
Houghton Beach Park	1	T1	$3500	$250
Juanita Beach Park*	1	T2	$3000*	$250
	2	T3	$2000	$150
Marina Park	2	T3	$2500	$150
OO Denny Park	1	T2 or T3	$2500	$150
Peter Kirk Pool at Peter Kirk Park* **	1	T3	$1500	$150
Waverly Beach Park **	1	T3	$2000**	$150
Mobile Park to Park	1	T3	$1700	n/a
Second Season Concessions October 1 Through March 31				
Park Location	**Number of Opportunities Available On-Site**	**Tier**	**Concession Fee**	**Utility Fee (if applicable) for Second Season**
Houghton Beach Park	1	T1	$1700	$250
Juanita Beach Park*	1	T2	$2000*	$125
	2	T3	$1000*	$75
Marina Park	2	T3	$1750	$75

- *Juanita Beach Park Bathhouse is entering a construction project phase fall of 2016. Construction may be from six months to nine months, approximately September 30, 2016 to between April and July 2017. 2016's agreement has the potential to be extended into 2017 with the existing 2016 contracted concessionaire(s) for up to three years, if so desired by both the concessionaire and the City. In 2017, the fees above will be reduced accordingly for construction impact, if any, by T2: $500 less per month plus $40 less per month for Utility Fee; T3: $333 less per month plus $25 less per month Utility Fee, for any months not accessible April through September 2017. **Please note: Construction delays are possible. There is no guarantee of a timeline.**

- **Waverly Beach Park is currently under construction (winter 2015/2016) with an estimated open date of May 2016. The 2016 concessionaire contract will be one year with a potential for up to three additional years. A selection of concessionaire for 2016 will be made through this process, with the fees above adjusted accordingly for any months of park closure from 4/1/16 until opening (reduced by $333 per month, plus $25 Utility Fee, if necessary). **Please note: Construction delays are possible. There is no guarantee of a timeline.**
- ***Peter Kirk Pool is tentatively scheduled to open the second Monday in June through Labor Day Weekend.**

B4. Proposal Evaluation and Selection

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Director regarding the award for each site.

The criteria contained within the attached questionnaire will be used to evaluate RFP submittals. Evaluation/review will be of proposals which:

1. Answer and complete the requirements detailed within the attached questionnaire
2. Provide the longest duration of business season(s)
3. Provide the best and most days and hours of operation
4. Provide the best products to be offered – prices, quality and nutritional value
5. Provide products/services which are complimentary to the existing uses of the park and its business neighbors
6. Provide the most concession experience and meet or exceed the minimum number of positive business references required
7. Meet professional appearance, quality of unit/business, character/theme attributes, and cleanliness standards
8. Meet licensing and insurance requirements
9. Meet the minimal amount of fees contained within. An offer can be made which exceeds the fee amount.

Section C

Sample Agreement, Maps and Proposal Questionnaire

C1. Sample Agreement – Agreement for Concessions

SAMPLE AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this _____ day of _____, 20 _____, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City," and _____ , hereinafter referred to as "Concessionaire."

WITNESSETH:

The City hereby grants to the Concessionaire the right, license and privilege to operate a food and beverage concession at _____ in the manner and for the purpose hereinafter specified.

The following terms, conditions and covenants shall govern this Agreement:

GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concessions area of _____ Park. Concessionaire shall engage in the business of selling food and/or beverage concessions. Any other items must be approved by the Parks Coordinator with at least two business day notice. Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____, 2016 and ending _____, 2016, with an option by the City to extend this agreement once per year until 2019.

LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire must obtain a City of Kirkland Business License or otherwise comply with Kirkland Municipal Code Chapter 7.02. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall be installed at the sole expense of the Concessionaire and requires advance writing approval from the Kirkland Parks Department Parks Coordinator, Supervisor, Manager or Director. It is the responsibility of the Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

PAYMENT FOR CONCESSION

The concession fee is per season and a set amount paid in two installments for each season. The Utility Fee is a single payment per season. 60% of the Concession Fee is due on April 1 for the first season, October 1st for the second season. The Utility Fee is also due April 1 and October 1. The remaining 40% of the Concession Fee is due August 1st for the first season, February 1st for the second season. Below is the Concession Fee for each season (and Utility Fee for contractors that require the use of City of Kirkland utilities) associated with the specific park sites in accordance to the concession's specific tier.

Tier 1 (T1)	Tier 2 (T2)	Tier 3 (T3)
On-Site Concession Space	Food Truck	Mobile Cart

First Season Concessions April 1 Through September 30					
Park Location	**Tier**	**Concession Fee**	**1st Season Utility Fee (if applicable)**	**60% Concession Fee Due April 1st**	**40% Concession Fee Due August 1st**
132nd Square Park	T2 or T3	$1000	$150	$600	$400
Crestwoods Park	T2 or T3	$1000	$150	$600	$400
Houghton Beach Park	T1	$3500	$250	$2100	$1400
Juanita Beach Park*	T2	$3000*	$250	$1800	$1200
	T3	$2000*	$150	$1200	$800
Marina Park	T3	$2500	$150	$1500	$1000
OO Denny Park	T2 or T3	$2500	$150	$1500	$1000
Peter Kirk Pool at Peter Kirk Park* **	T3	$1500	$150	$900	$600
Waverly Beach Park **	T3	$2000**	$150	$1200	$800
Mobile Park to Park	T3	$1700	n/a	$1020	$680
Second Season Concessions October 1 Through March 31					
Park Location	**Tier**	**Fee**	**2nd Season Utility Fee (if applicable)**	**60% Cost Due October 1st**	**40% Cost Due February 1st**
Houghton Beach Park	T1	$1700	$250	$1020	$680
Juanita Beach Park*	T2	$2000*	$125	$1200	$800
	T3	$1000*	$75	$600	$400
Marina Park	T3	$1750	$75	$1050	$700

Should payment not be received on or before April 1st/October 1st for the first payment and on August 1st/February1st for the second payment, Concessionaire agrees to pay a late fee equal to Twenty-Five and no/100 dollars ($25.00) for each day late after the Concession Fee due date.

INDEPENDENT CONTRACTOR

It is understood and agreed this is not a contract of employment and the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by Concessionaire are and shall be deemed the employees of

concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

Concessionaire shall obtain and maintain consistently for the duration of this agreement, policies of comprehensive general liability insurance coverage with combined singles limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A $2,000,000 products/completed operations aggregate is required for concessionaires that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an Additional Insured and a copy of the Additional Insured Endorsement naming the City as Additional Insured shall be attached to the Certificate of Insurance. Certificate of Insurance and Additional Insured Endorsement shall be filed a minimum of two weeks prior to opening with the City prior to the vendor providing services.

HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the City, its officers, officials, employees, and volunteers, the Concessionaire's liability hereunder shall be only to the extent of the Concessionaire's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Concessionaire's waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

RULES GOVERNING CONCESSION OPERATION

Access to any park concession area/facility owned by the City of Kirkland must be fully available and consistently provided to the City. Access to the City cannot be delayed or denied at any time. The concessionaire is responsible for providing the City with the tools/information needed to access the concession area (i.e. combinations/keys to locks).
Concessionaire may operate 7am to 10pm or during posted open park hours. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire is responsible for providing a clean, organized, safe, attractive business. A preliminary/first inspection by the City of Kirkland Parks Department Parks Coordinator will

occur within one week of the opening date and will be conducted a minimum of monthly thereafter. If the location/equipment does not meet the City's standards within, the Agreement may be terminated.

Throughout the term of this Agreement, while on-site the cart, vehicle, truck and all equipment within and associated must be clean. Concessionaire shall at all times keep area free of clutter and litter and messes (spills) related to business. Allowing debris, trash and spilled fluids to accumulate will not be permitted. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire daily. The area underneath and around must be swept/hosed off on a daily basis. Concession stand operation is responsible for safely securing all equipment, furniture and props.

Concessionaire is responsible for following and complying with all City of Kirkland Fat, Oils and Grease requirements per City of Kirkland Municipal Code Section 15.36.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the Kirkland Parks and Community Services Department and only after appropriate permits are issued for such (if necessary). All signage must be preapproved by KPCS for quality, content and placement, and the location on site of signage must meet the City's Kirkland Zoning Code, Sign Code requirements (Kirkland Zoning Code, Chapter 100). Any expense for such signage or advertisement will be at the Concessionaire's sole expense.

Storage is not available on site to mobile unit or food truck concessionaires. Vendors are responsible for removing all carts, vehicles, trucks, equipment, and portable signage on a daily basis by the end of each business day.

For on-site building concession facilities, all non-City owned concession stand equipment must be removed by the last day of the agreement or a second season concession agreement or storage fee in the amount of $200 per month for the off season applies. During the off season, indoor areas are not guaranteed to be available and nothing can be stored outdoors. If the indoor area is used for storage during the off season, all perishables must be removed and all equipment must be safely organized with sufficient/safe walking space provided throughout. The stand must be fully cleaned and pass an inspection by the Parks Coordinator or Supervisor by the day before the end of this Agreement. For concessionaires who receive an extension to the agreement, a final seasonal cleaning and inspection is still required.

Event/picnic rental spaces and fields within a park are offered to rent at a fee through the City of Kirkland and cannot be utilized or rented to customers by the concessionaire. Concessionaires or individuals seeking rental options of park space must reach out to the Parks Department directly.

TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations

hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE	**CITY OF KIRKLAND**
By: _____	By: _____
Signature	Signature

C2. Maps – Maps follow for each park listed:

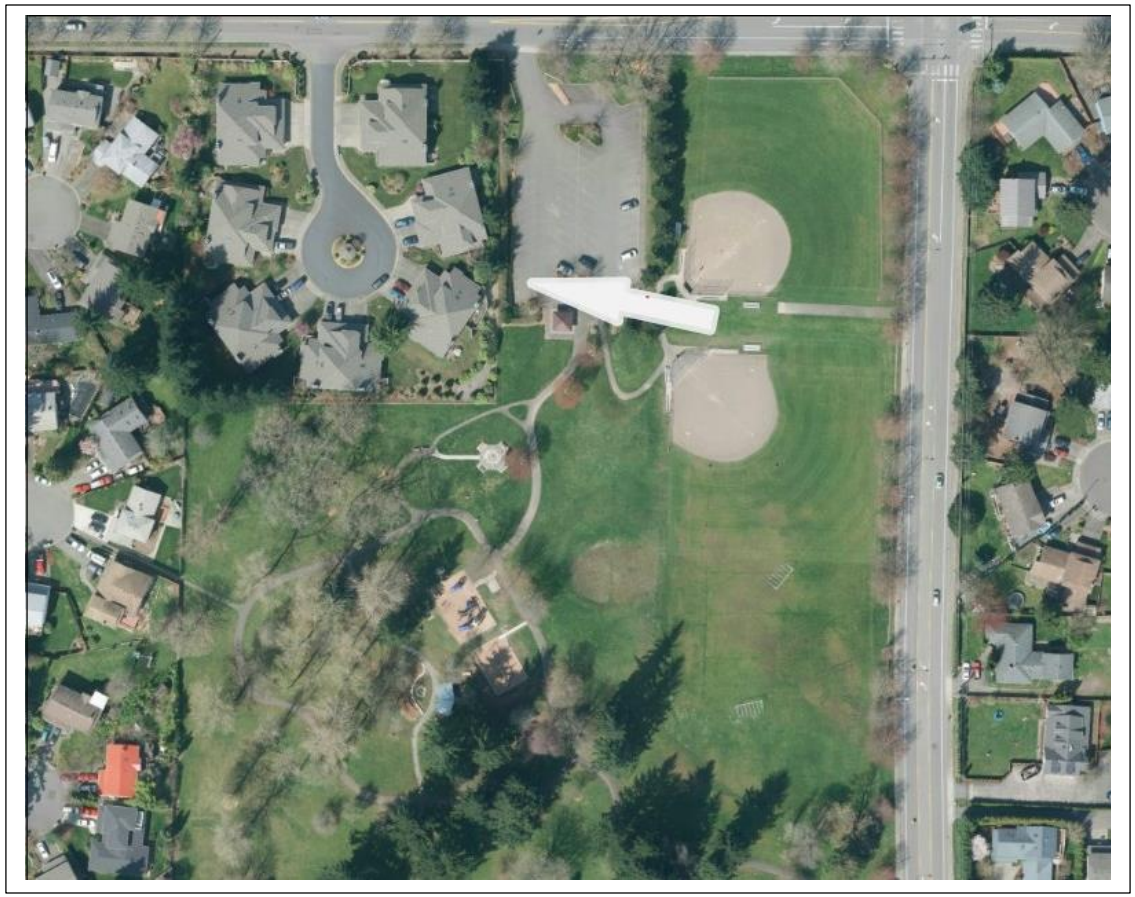
132nd Square Park	Crestwoods Park	Houghton Beach Park	Juanita Beach Park
Marina Park	OO Denny Park	Peter Kirk Pool at Peter Kirk Park	Waverly Beach Park

- Mobile Park to Park - For a map of potential parks for a Mobile Unit, visit the On-Line Parks Guide here: http://www.kirklandwa.gov/depart/parks/Parks_and_Open_Spaces/Online_Parks_Guide.htm.
  NOTE: Marina Park is excluded, as is any location offering a like concession or like neighboring business.

132ND Square Park Proposed Vendor Area

13159 132nd Ave NE, Kirkland, WA

Proposed: One site – Food Truck or Mobile Cart



Crestwoods Park Proposed Vendor Area

1818 6th Street, Kirkland, WA

Proposed: One site – Food Truck or Mobile Cart

Houghton Beach Park Proposed Vendor Area

5811 Lake Washington Boulevard, Kirkland, WA

Proposed: One site – On site concession space

Juanita Beach Park Three Proposed Vendor Areas

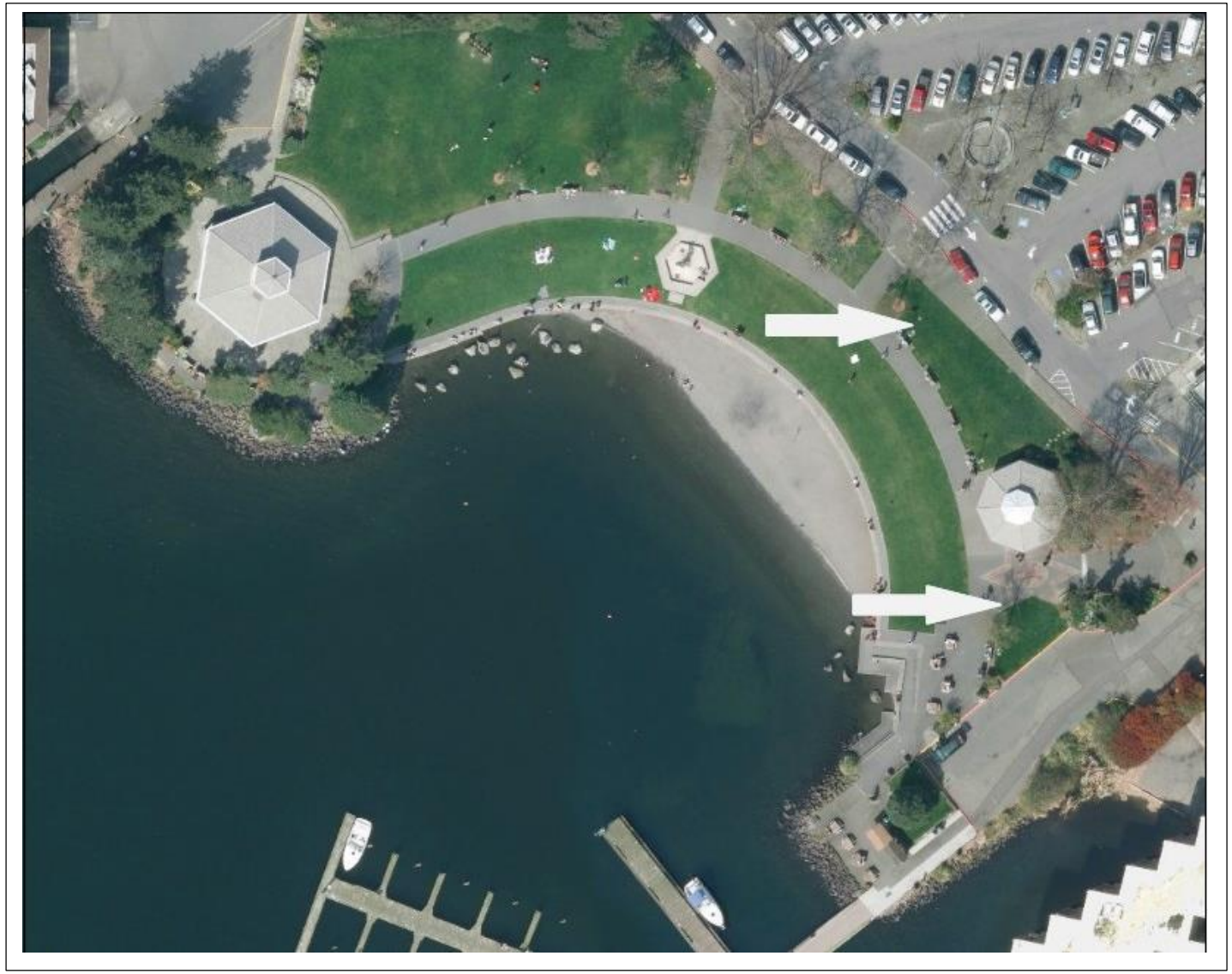
9703 NE Juanita Drive, Kirkland, WA

Proposed: Three Separate Opportunities – One on-site concession space; one food truck space; one mobile cart

Marina Park Two Proposed Vendor Areas

25 Lakeshore Plaza Drive, Kirkland, WA

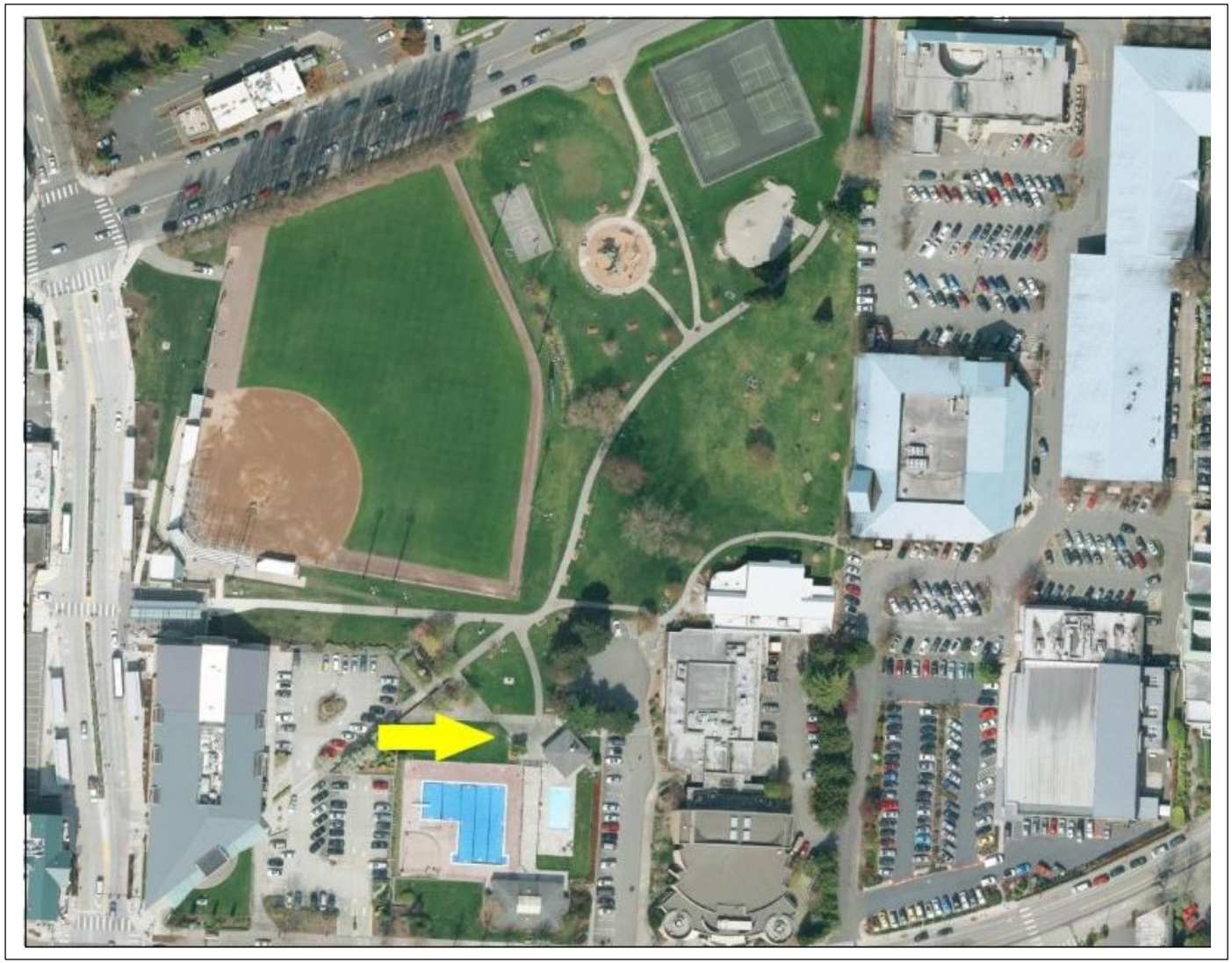
Proposed: Two mobile carts



Peter Kirk Park Pool Proposed Vendor Area

340 Kirkland Ave, Kirkland, WA

Proposed: One Mobile Cart



Waverly Beach Park Pool Proposed Vendor Area

633 Waverly Way, Kirkland, WA

Proposed: One Mobile Cart

C2. Questionnaire

2016 FOOD AND BEVERAGE CONCESSIONS IN KIRKLAND PARKS
REQUEST FOR PROPOSAL QUESTIONNAIRE

Page 1 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

Instructions

Any/all attachments must be numbered to match the number of the requirement/question below and must reference the question number. Attachments/pages not properly connected and/or numbered, will not be reviewed. Place each attachment on a separate piece of paper for each question. Arrange your supplemental pages so they are attached in exact sequential order following/next to each of the questionnaire pages.

1. **LEGAL NAME OF ORGANIZATION, FIRM, INVIDIUAL OR PARTNERSHIP SUBMITTING THIS PROPOSAL:**
   _____

2. **ADDRESS OF PRINCIPAL PLACE OF BUSINESS:**
   Address: _____
   City: _____ State: _____ Zip: _____

3. **THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS PERMIT:**
   Name: _____ Title: _____
   Phone: _____ Email Address: _____
   Address: (if different from above): _____
   City: _____ State: _____ Zip: _____

4. **TYPE OF ORGANIZATION:**
   Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, ext. Explain any details or factors needed to clarify your organizational and financial structure:
   _____
   _____
   _____

5. **TYPE OF BUSINESS:**
   What type of business do you represent? A Tier 1 - Food Truck; a Tier 2 - Mobile Cart or a Mobile Stand; or a Tier 3 - Concession Stand Operator? Circle one:

   Tier 1/On-Site Concession Space **Tier 2/Food Truck** **Tier 3/Mobile Cart or Stand**

6. **LOCATION OF BUSINESS:**
   What location are you seeking?

_____	132nd Square Park	_____	Crestwoods Park
_____	Houghton Beach Park	_____	Juanita Beach Park Area 1
_____	Juanita Beach Park Area 2	_____	Juanita Beach Park Area 3
_____	Marina Park Area 1	_____	Marina Park Area 2
_____	Peter Kirk Pool at Peter Kirk Park	_____	OO Denny Park
_____	Marina Park Area 1	_____	Marina Park Area 2
_____	Waverly Beach Park	_____	Mobile/Roaming Mobile (i.e. Ice Cream Truck)

2016 FOOD AND BEVERAGE CONCESSIONS IN KIRKLAND PARKS
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Page 2 of a 9 page questionnaire that must be fully completed and returned as part of your proposal

7. DURATION/SEASON OF OPERATIONS:

What duration/season of operations are you proposing?

_____ First Season Concessions April 1 Through September 30

_____ Second Season Concessions October 1 Through March 31 (an option offered for Houghton Beach Park, Juanita Beach Park and Marina Park only)

_____ Both – Year Round (an option offered for Houghton Beach Park, Juanita Beach Park and Marina Park only)

8. EXPERIENCE IN CONCESSIONS BUSINESS AND BUSINESS DESCRIPTION:

How long has this organization you propose to operate on city property been in the concessions business? _____ years

How long have you personally had experience in the concession business? _____ years

Describe your service and products. For example, your description should include the type of services/business you are, your menu items should be detailed, your products should be detailed, any unique challenges your business faces or overcomes should be described, any customer service enhancements that makes your business unique should be provided, and a description of your healthy menu options, if any, should be included as well. Your description should provide an all-encompassing overview/visual of your business. etc.

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Page 3 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

9. CLIENT REFERENCES

Please provide Information about three similar clients for whom you currently provide concession services:

CLIENT REFERENCE #1

Name of client (company/organization and individual): _____

_____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

_____

_____

_____

CLIENT REFERENCE #2

Name of client (company/organization and individual): _____

_____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

_____

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CLIENT REFERENCE #3

Name of client (company/organization and individual): _____

_____

Address: _____

City: _____ State: _____ Zip: _____

Number of years your organization has served this client: _____ years. Describe the service(s) you've provided. For example, menus, products, types of services, unique challenges and customer service enhancements, etc.

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Page 4 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

10. CITY OF KIRKLAND BUSINESS LICENSE

Does your organization have a current City of Kirkland Business License?
Circle: YES or NO
If yes, attach a photocopy of your Kirkland Business License to this packet as the next page.

PLEASE BE ADVISED: YOU WILL BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR TO BEING AWARDED AN AGREEMENT/PERMIT

11. BUSINESS OR FINANCIAL REFERENCES:

Please provide two financial or business references. These can include financial institutions, suppliers, insurance companies, etc. Please do not use the same references for both Client References and Business References.

BUSINESS OR FINANCIAL REFERENCE #1

Name of organization: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Describe the business or financial relationship:
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BUSINESS OR FINANCIAL REFERENCE #2

Name of organization: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Describe the business or financial relationship:
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Page 5 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

12. PROPOSED SERVICES – Attach additional pages if additional space is needed.

Describe the following:

- Your products/service proposed and describe the type and features of the menu or products to be offered. Attach a menu, with prices (a sample is sufficient if a formal one is not available).
- Your proposed opening date, the days of the week you'll operate, your hours of operation, and your proposed closing date. Please be aware preference will be given to vendors who commit to the greatest number of days open, and the longest season.
- Your business philosophy and business theme. Preference will be given for proposals offering interesting foods, gourmet foods or ethnic foods with an emphasis on quality products offered in an attractive, appealing, professional manner.

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13. PROPOSED UNIT APPEARANCE – Please provide a written description below of the visual appearance of your type of cart, trailer, vehicle and/or theme. Pictures of your proposed cart/equipment are REQUIRED and will help in the selection process. Attach photographs of your current cart, trailer, vehicle/unit, or your past stand(s). Insert photograph(s) on a separate piece of paper and place the paper immediately following this specific page. Please be aware preference will be given to vendors with tidy, compact and attractive stands or carts, with the most presentable equipment, and to businesses offering an inviting, appealing and professional appearance. If you plan to use an awning or umbrella, your proposal photographs must include a picture of the awning and/or umbrella(s). One 10 x 10 tent (secured with weights) is permissible. Unattractive awnings or umbrellas are not, nor are tents, awnings and umbrellas with unacceptable advertising. All equipment used must be organized/presented in a complete business, attractive and professional manner. Your description, proposal and photographs must convey you meet these requirements. Operators and or businesses who simply place ice chests, supplies and equipment on the ground will not be accepted.

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Page 7 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

14. PROPOSED SEASON OF OPERATION – The first season begins April 1st and ends September 30th. The second season begins October 1st and ends March 31st. What time period (duration of dates) will your business operate?

_____
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15. PROPOSED HOURS/DAYS OF OPERATION – It is important vendors plan to be in the park as often as possible. Preference is given to concessionaires that agree to be in the park often and for a long period each day. Business operations may be conducted during official park hours only. How many days a week will your business be open, what days and for how many hours each day?

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16. PROPOSED EMPLOYEE STAFF ATTIRE – Not only must your cart/vehicle/stand project a professional and complementary appearance, your staff must appear professional as well. Preference is given to concessionaires who provide employee uniforms. How will your employees be attired? Provide a written description below and attach photograph(s). Insert photograph(s) immediately following this page.

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17. PARKING – What are your parking needs for you and/or your employee(s)?

_____

18. UTILITIES – What are your utility needs (water, power, etc.)?

_____

2016 FOOD AND BEVERAGE CONCESSIONS IN KIRKLAND PARKS
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Page 8 of a 9 page questionnaire that must be fully completed and returned as part of your proposal.

19. PROPOSED PRODUCTS AND PRICE SCHEDULE

Please describe your specific items offered for sale. Include portion sizes and prices for each without sales tax. For a proposed service, write a description of the service and the proposed price. Use the spreadsheet below to complete this task. If additional spaces are needed, use the format provided and provide information on each category requested by attaching additional page(s). Insert the additional pages immediately following this page.

Proposed Retail Item/Service		Portion / Size		Proposed Price		Description
				$		
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20. **FINANCIAL PROPOSAL -** Based on your expert experience in the seasonal concessions business and after having:
    - thoroughly read the enclosed contract and RFP documents
    - had an opportunity to ask the department any questions
    - visited the proposed sites
    - sought needed legal and financial advice, if any
    - researched applicable laws, ordinances, statutes and regulations

You are hereby making the following firm and irrevocable offer to pay concession fees as shown below:

I am a Tier _____ business, proposing the location of _____ Park, for the ___ First Season, for the ___ Second Season, ____ for both seasons. I agree to the Concession Fee(s) (and Utility Fee(s), if applicable) for each season for which I am proposing, as shown below, with a total proposal Concession Fee amount of $ _____ and Power Fee amount of $ _____ for 2016 and per season(s) 2017, 2018 and 2019 (if an offer by the City is made to extend the Agreement beyond 2016).

OR

I agree to the following proposed Concession Fee: $_____ for the first season; and/or $_____ for the second season; and/or $ _____ for both seasons, (plus, if applicable, the Power Fee(s)) as outlined below, for a total Power Fee amount of $ _____) for 2016 and per season(s) 2017, 2018 and 2019 (if an offer by the City is made to extend the Agreement beyond 2016).

The grand total of my 2016 proposal is $ _____.

Tier 1: On-Site Concession Space **Tier 2: Food Truck** **Tier 3: Mobile Stand/Unit**

First Season Concessions April 1 Through September 30			
Park Location	**Tier**	**Concession Fee**	**Power Fee (if applicable) for First Season**
132nd Square Park	T2 or T3	$1000	$150
Crestwoods Park	T2 or T3	$1000	$150
Houghton Beach Park	T1	$3500	$250
Juanita Beach Park*	T2	$3000*	$250
	T3	$2000*	$150
Marina Park	T3	$2500	$150
OO Denny Park	T2 or T3	$2500	$150
Peter Kirk Pool, Peter Kirk Park***	T3	$1500	$150
Waverly Beach Park**	T3	$2000**	$150
Second Season Concessions October 1 Through March 31			
Park Location	**Tier**	**Concession Fee**	**Power Fee (if applicable) for Second Season**
Houghton Beach Park	T1	$1700	$250
Juanita Beach Park*	T2	$2000*	$125
	T3	$1000*	$75
Marina Park	T2	$1750	$75

Submitted By: _____

Signed: _____ Date: _____, 2016

Print Name: _____ Title: _____