

**Kirkland Parks & Community Services  
Request for Proposals  
Juanita Beach Food & Beverage Concessions  
Job Number 35-11-PK**

The City of Kirkland Parks & Community Services Department has a unique business opportunity for a small restaurateur or bidder (“bidder”) to establish a new business at the newly renovated Juanita Beach Park in Kirkland Washington.

**I. BACKGROUND**

Juanita Beach Park, located along Juanita Bay in Kirkland, has been a popular summer destination for most of a century. Originally settled by the Forbes family, the park blossomed as a resort in the 1920s under the guidance. In 1956, they sold the park to King County. It remained a county park until 2002, when ownership was transferred to the City of Kirkland.

Juanita Beach Park is a unique venue in the heart of Juanita and has remained a popular place for parents and children, especially on hot summer days. It is the objective of the KPCS is to create and establish a relationship with a qualified business interested in becoming part of this rich history and an addition to the community by establishing their business within Juanita Beach Park.

**II. POSSIBILITIES AND OPTIONS**

- Existing bathhouse  
Located in the center of the park, the old “bathhouse” was built to provide changing/shower rooms, restrooms, concessions and storage. The cinder block building is approximately 3,850 sq. ft. with power and water available. The master plan for Juanita Beach Park calls for removal of this building and construction of a new facility just west of the current location. The city is interested in having a potential partner that would renovate and operate in this facility until such time the city has funds for demolition and reconstruction (3-5 years). The city will also accept bids of a potential partner that is interested in a long term investment toward demolition and construction of a new facility.
- Future facilities  
To be located west of the existing bathhouse and play structure; the city is seeking opportunities to partner with private business to create a new facility. The new facility will host restrooms, small restaurant or concessions facilities, storage, and non-motorized recreational watercraft rental facilities.

Parties interested in investing towards both the existing building and future facilities should make this known in their proposals.

### III. GUIDELINES

Please note the following general requirements that apply to all RFP Submittals.

- Proposals should be prepared simply, providing straight forward concise descriptions of bidders' capabilities to satisfy the requirements of the request.
- Legal name of organization, firm, individual of those submitting the RFP. Include Address of principle place of business; phone numbers; primary person to contact
- Complete, sign and submit all RFP forms provided by the Department. To be evaluated, an RFP Submittal must completely answer each question in the Questionnaire.
- Provide all references and materials required by the RFP instructions.
- If clarification is required, submit questions in writing or by e-mail to the Business Services Programs Manager at the addresses provided herein prior to the due date. Please allow at least one business day for responses. Questions submitted after the due date will not be answered.
- If submitting paper proposals, mail, ship or deliver three signed and completed proposals to Department at the address provided before the due date and time. Proposals may be submitted as email attachments. See section VIII for mail and email addresses. Incomplete RFP Submittals, and RFP Submittals that arrive after the due date and time will not be accepted.
- Clearly mark the exterior of the RFP package "**Kirkland Park & Community Services – Juanita Beach RFP**".
- All RFP Submittals become the property of the Department.

### IV. PROJECT SCOPE

#### Tenant Improvements:

Please submit proposals for building improvement or building development for the site (or both). Please include visual concepts or drawings to guide us through your proposal easily. Technical designs and plans are not needed at this time.

Please note that any modifications or improvements to concessions areas required either by King County Public Health or the City of Kirkland Building Department or 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 Kirkland Parks and Community Services staff. It is the responsibility of the bidder 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 that the bidder shall

be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

## **V. SUBMISSION REQUIREMENTS**

Please include with each submission:

- **Qualifications:** Please include business experience; how long has this organization been in business; descriptions of businesses, numbers of employees.
- **Proposal and plan:** In addition to building improvements
  - Please provide a business plan
  - Please present detailed information on the firm's proposed fee schedule for specifications proposed and any variation for non-routine services, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges.
  - Please provide a statement outlining how contractor will document and report revenues and expenditures.
  - Please detail the proposed revenue to be paid to the City.
- **Examples of relevant projects:** Please provide information about similar projects or clients for whom you have completed projects with.
- **References:** Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both Client References and Business References.

Questions regarding the scope of work may be directed to Mike Metteer, Business Services Manager, at [mmetteer@kirklandwa.gov](mailto:mmetteer@kirklandwa.gov) or 425-587-3380.

## **VI. CONTRACT**

Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A).

## **VII. TIMELINE**

RFP Issued	October 20, 2011
Proposals due	4:00 p.m. November 4, 2011
Interviews	November 7, 2011

## **VIII. SUBMISSION OF PROPOSAL**

Proposals are due in the office of the City's Purchasing Agent by **4:00 pm, PDT, November 4, 2011**. Proposals may be submitted in Word or PDF format by e-mail to [purchasing@ci.kirklandwa.gov](mailto:purchasing@ci.kirklandwa.gov). (Do not submit proposals as a Zip file.), or mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent - 35-11-PK  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

#### **VIII. SELECTION CRITERIA**

Selection criteria may include, but not be limited to, the following:

- The City of Kirkland reserves the right to accept the proposal it considers most qualified and serves in the City's best interest.
- Successful, demonstrated experience in developing and implementing business plans.
- Approach to completing the required tasks.
- Organization/communication skills.

All applicants are encouraged to visit the site prior to submitting a proposal. Because of the current construction at this site, all applicants will need to schedule a site visit with the Business services Program Manager. Sites vary in locations and in description; some have the potential to use permanent concession facilities at the sites while others do not. Sites with no facility will need to have one provided by contractor or all vending concessions must be mobile. Contracts are awarded annually, and may be renewed up to three years. The successful bidder will be expected to abide by all City of Kirkland Ordinances, Park rules, business licensing and Public Health food service requirements. The successful bidder will also be expected to keep concessions area clean and provide daily clean-up. KPCS will award exclusive agreements to concession at the individual sites to contractors that best demonstrate the ability to provide a healthy, innovative, affordable, and full service menu; provide equipment rentals where the department notes as feasible and provide reliable service to park patrons while paying the highest and most reasonable return to the Department.

Bidders are advised to determine specific Seattle-King County Health Department requirements for the proposed concession site(s). It is the responsibility of the bidder to verify that adequate water and electrical service is available to support the 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 bidder, and will require advance written approval from Kirkland Parks and Community Services staff.

The bidder understands and agrees that KPCS will only grant concessions by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful bidder'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 bidders ("Contractors") an individual, revocable and non- transferable privilege of use in the premises for the concession granted.

## **IX. REQUIREMENTS AND FEES DUE FROM CONTRACTORS**

If your proposal is accepted, the following fees will be due upon issuance of your contract:

- Insurance: Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability 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 required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.
- Compliance with law/business license: The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes. Contractor must obtain City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02

## **X. RFP EVALUATION PROCESS**

A panel will review the qualified Bids and qualifications as submitted in this RFP process. The panel will score the RFP Submittals, determine the highest qualified Bidders, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Deputy Director regarding the award.

At interviews, the Business Services Team will request a presentation of the scope of work listed in your proposal. This will include your business plan, tenant improvements (and anticipated hours needed to complete improvements to building) and plans for business operations at the park.

**Attachment A**

**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:**

City hereby grants to 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 \_\_\_\_\_ . Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling concessions for the following concessions; \_\_\_\_\_ and other approved merchandise.

Any other items must be approved by the Business Services Manager with at least 2 days notice. Concessionaire shall not engage in the rental of any merchandise, and 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 \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20 \_\_, with an option by the City to extend this agreement to 20\_\_.

## **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 shall apply and pay for a City business license. 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 written approval from the Kirkland Parks and Community Services staff. 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 that 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**

Concessionaire shall pay to the City on or before the 10<sup>th</sup> of each month an amount of \_\_\_\_\_ of Concessionaire's gross receipts from the preceding month for all operations hereunder. The term "receipts" means the entire receipts from concessions of every kind, whether on credit or for cash, from the business hereunder, not to include sales tax.

Should payment not be received on or before the 10<sup>th</sup> of each month; concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10<sup>th</sup> of the month.

Concessionaire shall maintain an adequate set of bookkeeping records, from which the City may readily determine whether Concessionaire is making payments required hereunder. City may inspect and audit

the books of account and records at all reasonable times; the time of such inspections and audit to be at the discretion of the City.

### **INDEPENDENT CONTRACTOR**

It is understood and agreed that this is not a contract of employment and that 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**

Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability 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 required for contractors 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 endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to 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 the acts, errors or omissions of Concessionaire in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City

## **RULES GOVERNING CONCESSION OPERATION**

Concessionaire may operate from \_\_\_\_\_ to \_\_\_\_\_. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire shall at all times keep area of business free of clutter and litter and messes (spills) related to business. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the City and appropriate permits are issued for such. Any expense for such signage or advertisement will be at Concessionaire's sole expense.

## **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 such 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 by 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