

**The City of Kirkland Parks & Community Services
Request For Proposals (RFP)
Job # 13-06-PK**

FOOD AND BEVERAGE CONCESSIONS IN PARKS

I. PURPOSE OF REQUEST

The City of Kirkland Parks & Community Services (KPCS) is seeking seasonal concession contractors to provide food and beverage service at six (6) Kirkland Parks that are available to the public. This RFP represents a solicitation by KPCS for services at six (6) individual park sites. This RFP is intended to encourage vendors to clearly show that they are qualified to provide food and beverage service in a consistent and revenue positive manner for one (1) year. Each vendor must clearly identify their knowledge of mobile concession operations, food safety practices, contract relations and demonstrate financial stability. Requirements and KPCS needs are outlined in this RFP.

II. RFP SELECTION PROCESS SCHEDULE

The Department's proposed schedule for review of the proposals and final selection of the Contractor is as follows:

- February 21 - RFP Packages available
- February 27- March 10 - Site visits available – request via email to mmetteer@ci.kirkland.wa.us
- March 10 – Last day for submitting questions
- March 17 – Proposals due at 4:30 PM.
- March 20 - Evaluation Panel reviews and scores RFP Submittals.
- March 22-23 Oral interviews – If needed; optional by Department.
- March 27 - Contract awards.

PROPOSAL SUBMISSION DEADLINE.

Sealed proposals must be received no later than 4:30 PM March 17, 2006 at the following address:

City of Kirkland Parks & Community Services
Attn: Mike Metteer, Parks Business Services Programs Manager
505 Market Street, Suite A
Kirkland WA, 98033

III. GUIDELINES

Please note the following general requirements apply to all submitted proposals:

1. Complete, sign and submit all RFP forms provided by the Department. To be evaluated, a proposal must completely answer each question in the Questionnaire.
2. The proposal must be signed by a company officer with the authority to legally bind the company to a contract with the City.
3. Provide all references and materials required by the RFP instructions.
4. If clarification is required, submit questions in writing (e-mail will suffice) to the Business Services Programs Manager at the addresses provided herein by 4:30 pm on March 10th. Please allow at least one business day for responses. Questions submitted after March 10th will not be answered.
5. Provide a sealed package containing three proposals (a marked “Original” and two copies) to Department at the address provided above before the due date and time. Proposals that are electronically transmitted, incomplete, received after the due date or do not include the completed required forms will not be considered for contract award.
6. Clearly mark the exterior of the sealed proposal package “**Kirkland Parks & Community Services 2006 Concessions RFP**”.
7. Responding organizations, firms and individuals may submit a proposal for as many (all six (6) or one (1)) of the Park sites listed in this RFP proposal. (Multiple contracts may be awarded.)
8. All submitted proposals become the property of the Department.

IV. PROPOSED SITES and INFORMATION:

SITE VISITS AVAILABLE February 22-28. REQUEST VIA EMAIL

mmetteer@ci.kirkland.wa.us

A. Park Sites

1. **Juanita Beach:** 9703 Juanita Drive, Kirkland WA 98034
Description: Waterfront park, sandy beach, swim area, kids playground, ball fields.
Desired business hours of operations: 10:00 am to 8:00 pm; April 15 – September 30
Space or site available for proposal: Concessions stand is available for use; approximately 120_sq. ft. Mobile site or portable concessions shelter space available in parking lot area. (see map attached)

Utilities available: 100 amp service available, 120 volt only, no 240 volt; water and hot water available.

2. Marina Park: 25 Lake Shore Plaza, Kirkland WA 98033

Description: Busy waterfront park. City Dock hosting transient moorage and commercial tour boats. Summer concerts in park, unique gathering location with spectacular views.

Park hours: Dawn to 11:30 pm

Desired business hours of operations: Dawn to 10:00 pm

Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile

Utilities available: Approximately 20 amps of power available; water available, no hot water on site.

3. Houghton Beach: 5811 Lake Washington Blvd., Kirkland WA 98033

Description: Waterfront park, sandy swimming beach, play area, volleyball court, boulevard access for walkers/runners.

Park hours: Dawn – 10:00

Desired business hours of operations: 10:00 am – 8:00 pm

Space or site available for proposal: Concessions stand area is available to use - 120 sq. ft. of space. Shelter space also available (see map attached)

Utilities available: Approximately 40 amps power available, water available; no hot water

Utilities available: 2 outlets/20 amp power available. Water is available, no hot water.

4. Waverly Beach: 633 Waverly Park Way, Kirkland 98033

Description: Waterfront park; swimming beach, playground area, fishing pier.

Park hours: Dawn to 10:00

Desired business hours of operations: Dawn – 8:00 pm

Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile.

Utilities available: Power and water available; no hot water.

5. Peter Kirk Pool: 340 Kirkland Ave, Kirkland WA 98033

Description: Public swimming pool; open swims, swim team, swim lessons, private parties.

Pool operation hours: 5:30 am – 8:30 pm

Desired business hours of operations: Consistent with pool hours.

Space or site available for proposal: No permanent concessions facilities available. All concessions must be portable.

Utilities available: Approximately 20 amps of power available, water available; no hot water.

6. Crestwoods Park: 1818 6th Street, Kirkland WA 98033

Description: 2 softball fields used Spring – Fall, 1 little league field, 1 soccer field, playground. Softball games and/or practices daily.

Desired business hours of operations: 3:00 pm – 8:00 pm Monday – Friday.
Weekends 8:00 am – 8:00 pm

Space or site available for proposal: No permanent concessions facilities available. All concessions must be mobile or contractor supply concessions stand.

B. All applicants are encouraged to visit the site prior to submitting a proposal. 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.

C. 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.

D. 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.

V: REQUIREMENTS AND FEES DUE FROM CONTRACTORS

If your firm is awarded a contract, the following fees will be due upon issuance of your concession permit:

1. City of Kirkland Business License. Please be advised that you must present a current copy of a valid City of Kirkland Business license prior to being awarded an agreement.

2. Leasehold excise tax: Please be aware that Washington State Leasehold Excise Taxes will be due over and above any and all concession fee payments made to the City. Bidders are advised to consult their financial advisors. At this time Washington State Leasehold Taxes are 12.84% of the net payments to the City. This tax is remitted to the Department along with each concession fee payment.

3. Key Deposit: The contractor will be required to pay a \$50 key deposit that will be returned following permit expiration, final inspection of the site, and return of key (s). This only applies to sites where storage and/or entry requires a key.

4. Cleaning Deposit \$400: The contractor will be required to pay a \$400 cleaning deposit for the concession area. The contractor will be required to clean the concession area and remove all supplies and equipment within 30 days of the final day of operation. The concession supervisor will conduct an inspection of the area to determine compliance. Any cleaning/disposal deemed necessary will be at the contractor's sole expense. The contractor will be required to timely reimburse the Kirkland Parks for any such cleaning/disposal expense. Further, Kirkland Parks may retain the contractor's cleaning deposit to offset any such expense.

5. 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.

6. 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

VI. PROPOSAL EVALUATION PANEL AND SUBMISSION 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.

The following criteria will be used to evaluate RFP Submittals:

A. Days and Hours of operation 30 points

How many days per week and during what hours do you intend to operate the concession? What date would you prefer to open and what date will you close?

B. Products/ Services to be offered for sale 30 points

What product (s) do you intend to offer? What size (s)? What price (s)? What Nutritional snacks do you intend to offer? Please list all proposed items and unit prices.

C. Concession Experience/Business References 40 points

Please list at least three (3) references who will support, document or verify your performance in providing concession services and/or operating a business. Include name, business name, address, phone number, fax number and nature of your relationship. (former employer, supervisor, etc.)

VII. Proposal

Proposals should be prepared simply, providing straight forward concise descriptions of bidders capabilities to satisfy the requirements of the request. All proposals must include the following

A. Legal name of organization, firm, individual of those submitting the RFP.

Include Address of principle place of business; phone numbers; primary person to contact

B. Business experience; how long has this organization been in business;

descriptions of businesses, numbers of employees.

C. Concessions proposal:

a. In your proposal, please address the following:

- i. What Park(s) are you submitting this proposal for?
- ii. Please give us an example of menus and services you wish to provide.
- iii. Please give us an example of prices of the above items.
- iv. Please describe you food safety procedures.
- v. What type, if any, temporary site improvements will you need to do?

D. CLIENT REFERENCES. (PLEASE PROVIDE THREE.)

Provide information about three similar clients for whom you currently provide off site catering services.

E. BUSINESS OR FINANCIAL 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.

F. COMPENSATION.

1. 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 and any other applicable governmental charges.
2. Please provide a statement outlining how contractor will document and report revenues and expenditures.
3. Please detail the percentage of gross revenue to be paid to the City; this shall be a minimum of 10%.
4. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to classification.

SAMPLE CONTRACT
AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this ____ day of _____, 2006, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as “City”, and Eastside Concessions, hereinafter referred to as “Concessionaire.”

WITNESSETH:

City hereby grants to Concessionaire the right, license, and privilege to operate a food and beverage concession at _____ (park) 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, beverage and related merchandise concession. The concession shall be operated on the

_____ (location in park).

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 public use no more than the following items from the concession at _____:

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.

TERM OF AGREEMENT

The term of this agreement shall be for the period beginning _____ and ending _____, with an option by the City to extend this agreement for the 2007 summer season.

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.

PAYMENT FOR CONCESSION

Concessionaire shall pay to the City on or before the 10th 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, after sales tax.

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 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. Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this contract and filed within three (3) years

following completion of the services so to be performed. A failure to obtain and maintain such insurance or to file said certificate shall be a material break of this agreement.

HOLD HARMLESS/INDEMNIFICATION

The Concessionaire agrees to indemnify, defend, and save harmless the City and its officers, agents, and employees, from any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015

RULES GOVERNING CONCESSION OPERATION

Concessionaire shall operate during _____

weather permitting. 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 its area free of clutter and litter. 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

Each and all of the terms and conditions herein set forth and contained are expressly made terms, covenants, agreements, and conditions, and a breach of any one of them by Concessionaire shall constitute a breach of this agreement. In the event the Concessionaire shall fail to comply with any of the terms, covenants, agreements, and conditions of this Agreement, or in the event Concessionaire violates any local, City, County, State, or Federal laws, in connection with the operation hereunder, upon giving the Concessionaire ten days advance written notice, City may terminate this Agreement as provided herein. Provided, the Parks Director may order Concessionaire to cease operations hereunder immediately at any time should the Parks Director determine that the operation is detrimental to public safety, health, or welfare.

In the event of termination of this Agreement all the rights, licenses, and privileges herein contained shall be terminated and the Concessionaire shall have no further rights hereunder, and it shall be lawful for City immediately thereafter to remove all property of Concessionaire from said premises.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

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

The Concessionaire shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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 on the grounds of sex, race, age, color, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

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

CONCESSIONAIRE

CITY OF KIRKLAND

By: _____
Signature

by: _____
Signature

Jennifer Schroder, Director
Parks & Community Services

Date: _____

Date: _____

APPROVED AS TO FORM:

Kirkland City Attorney

Date: _____

**STATEMENT OF SUPPLIER'S QUALIFICATIONS
CITY OF KIRKLAND REQUEST FOR PROPOSAL
2006 PARKS CONCESSIONS**

Each Supplier bidding on work included in these documents shall prepare and submit the following data along with their proposal.

1. Name: _____
2. Business Address: _____
3. Business Phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? _____
5. Describe the general character of work performed by your company: _____

6. Provide at least three references with phone numbers:
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
7. Bank references: _____
8. State of Washington Registration No.: _____
9. Federal IRS Identification No.: _____
10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the provision of vending services to the City of Kirkland should I be awarded the Contract.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Non-Collusion Affidavit

PARKS CONCESSIONS RFP

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract for the services described as follows for the City of Kirkland:

2006 Parks Concessions RFP

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2006

Notary Public
in and for the State of Washington
Residing at _____

My Commission Expires _____