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# Non-Food Concessions Request for Proposal

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## Seattle Parks & Recreation

healthy people healthy environment strong communities

Contracts & Support Administration  
Seattle Parks & Recreation  
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Seattle, WA 98119

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[www.seattle.gov/parks/seasonalconcession](http://www.seattle.gov/parks/seasonalconcession)

### Seeking Healthy, Innovative Concessions in Parks

Each year Seattle Parks and Recreation (SPR) offers a limited number of food concession permits in select city parks. Concession permits are awarded through a competitive evaluation process called the Request for Proposal (RFP). Successful proposals must demonstrate the ability to provide healthy, innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees.

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## Seasonal Concessions: Non-Food Vending in Parks

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### Evaluating the Proposals

An independent panel will review proposals submitted through the RFP process. The panel will score the proposals and interview the proposers (if necessary). The proposer with the highest scored proposal will be offered the permit opportunity. Once the RFP selection concludes and successful proposers notified, the SPR website will be updated to show which parks remain available. Late applicants for parks will be evaluated if space is available.

### Park Locations

Park locations vary with sites appropriate for carts and other self-contained recreation service type businesses. Please see the specific park information for more details and fees.

Generally, park sites are as depicted. SPR will not add power or water to a site. SPR will not authorize the creation of storage space or structures to support a proposed business model.

### Questions about the Request for Proposal?

Please email [amy.hamaker@seattle.gov](mailto:amy.hamaker@seattle.gov). Responses to questions and additional information and/or changes will be posted on SPR's website within three business days. The deadline to submit questions is April 1, 2021.

### Submitting Your Proposal

- Use the attached document to submit your proposal.

- Submit a clear and concise explanation of your proposed business. There is no need to submit elaborate materials or purchase folders or binding.
- Provide all references and materials requested in the instructions including photos or site maps.

### 2021 Request for Proposal Schedule

January 22:	Proposals Available
April 15:	Application Deadline Proposals due at 3 PM
May 15:	Successful applicants chosen and notified (Tentative)
Late May:	Permit issued and payments collected
May 28-Sept 6	Peak vending season

*Seasonal concessions are not permitted at Green Lake Park, Discovery Park and Washington Arboretum Park.*

*Westlake and Occidental Parks are administered by the Downtown Seattle Association (206)613-3225.*

### **Looking for a Different Type of Permit?**

An Activity Use Permit is a permit for a park based business that does not collect money on park property and operates 10 hours or less per week. Example: Fitness boot camps, yoga classes, outdoor education.

### **Due at Time of Permitting**

At the time of permitting, vendors are required to provide the following items:

- Proof of insurance listing City of Seattle as an additional insured accompanied by a policy endorsement on a form CG 20 26
- Provide a current City of Seattle business license
- Obtain any necessary permits or licenses from Seattle-King County Department of Health
- Complete background check form for you and all your employees
- \$75 permit fee per park

### **Items of Note:**

- You will not be permitted to place signs in the park without prior approval.
- No parking is reserved for concession or staff.
- There is no overnight storage for your equipment in the park.
- If there is no dumpster in the park, then you will have to remove your own trash each day.

There are specific dates when large community events take place in Seattle parks, such as Seafair events, Blue Angels, Art Fairs, Festivals, etc. During these dates, the event holds the permit and concession permits are suspended. These event organizers hold the permit to the park site and have precedence. Concessionaires may apply/work with these event organizers to seek permission to vend during the event. A list of Major Special Events can be found at: <http://www.seattle.gov/special-events-office/calender>.

### **STANDARDS**

The Concessionaire, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be inappropriate.

### **Concessionaire Operation and Services Equipment**

The Concessionaire shall install and maintain sufficient equipment to meet the public need as determined by SPR. The Concessionaire shall maintain all equipment and the Concession Premises in good working condition at no cost to SPR. All equipment needed to maintain and operate the Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Agreement.

### **Prohibited Items**

The Concessionaire may NOT install any vending machines. If an open flame device is approved by SPR then the Concessionaire must obtain the required Permit from the Seattle Fire Department.

Fire extinguisher. The Concessionaire shall provide a suitable fire extinguisher to meet code requirements.

Proposals cannot be accepted for the sale of tobacco or cannabis products, firearms, pornography, alcoholic beverages and products in glass containers

### **Installation and Removal of Equipment**

Under the terms of this permit, no equipment shall be installed without approval in writing by SPR. All installations shall be done in an attractive and appropriate manner so as to pose no potential for injury. All mounting holes or other damage to the premises caused by the installation shall be repaired when the equipment is removed by the Concessionaire. SPR will provide locks and keys for exterior doors and keys for bollards. The Concessionaire shall not remove locks, replace locks or add new locks to the Premises.

### **Days and Hours of Operation**

The Concessionaire shall, at a minimum, be open for business according to a mutually agreed upon schedule. The dates and times of operation may be modified from time to time by mutual agreement of the parties hereto.

If selected, you are required to fulfill the payment terms of your permit agreement. Concession permits may not be sold or transferred to another entity.

SPR reserves the right to refuse any proposal. Proposals cannot be accepted for the sale of tobacco or cannabis products, firearms, pornography, alcoholic beverages and products in glass containers.

### **COVID-19**

The Concessionaire must comply with evolving public health rules and directives from Federal, State and local government officials regarding COVID-19.

## **Equality of Treatment**

The Concessionaire will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

## **ADA Compliance**

Where possible and with the limitation of each park site, Seattle Parks and Recreation will make accommodations for persons with disabilities upon request. For assistance call 206-684-0902. For more information or complaints concerning the American with Disabilities Act, please call Parks' ADA Coordinator at 206-684-4950

## **Nondiscrimination and Affirmative Action in Employment**

The Concessionaire shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

## **Signs**

The Concessionaire shall obtain prior approval for all signs, posters and displays to be used on the Premises.

## **Licenses**

The Concessionaire shall provide a copy of its current City of Seattle business license to SPR prior to placing any equipment on the Premises. The Concessionaire shall keep all licenses current throughout the term of this Agreement and shall supply copies of these licenses to SPR at the address shown in this Agreement.

## **Background Investigation**

The Concessionaire shall provide information requested by SPR about the Concessionaire's personnel for the purposes of a background investigation required by law for all staff and subcontractors working on the premises. The Concessionaire shall provide the background information annually for each person working on Parks property.

## **Insurance Requirements**

Prior to the commencement of use of Premises pursuant to this Agreement, the Concessionaire shall secure and maintain in force at no expense to SPR at all times during the effective date of this Agreement, insurance as described:

1. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:
  - A. Premises/Operations
  - B. Products/Completed Operations
  - C. Personal/Advertising Injury
  - D. Contractual Liability
  - E. Independent Contractors
  - F. Stop Gap/Employers Liability

CGL insurance must provide the following minimum limit of liability:

- \$1,000,000 (one million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage
- Except: \$1,000,000 (one million dollars) each Offense Personal/Advertising Injury
- \$1,000,000 (One million dollars) each Accident/Employee/Disease

Deductible or self-insured retention in excess of \$5,000 (five thousand dollars) each loss must be disclosed and is subject to approval by the City's Risk Manager.

2. AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, leased or hired vehicles as applicable with a minimum limit of liability of \$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage.
3. WORKER'S COMPENSATION INSURANCE Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations.
4. REQUIREMENTS Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Agreement. The City of Seattle shall be an additional insured for primary limits under the CGL and Vehicle Liability insurance either by additional insured endorsements or blanket additional insured policy wording.
5. EVIDENCE OF INSURANCE Evidence of insurance shall be an Acord Certificate with an additional insured endorsement for CGL per an ISO standard additional insured endorsement CG 20 26 or equivalent. In addition, evidence of not less than 30 (thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (Ten) days as respects cancellation for non-payment of premium, or as may otherwise be required in Revised Code of Washington (RCW) 48,18.290 ("Cancellation by insurer").

# GENERAL TERMS AND CONDITIONS FOR CONCESSIONS IN SEATTLE PARKS

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## **Retain permit**

The user must retain a copy of their permit on the premises at all times.

## **Laws and Rules**

The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

## **Condition of Premises**

By entering into possession, the User accepts the premises in their present condition. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the permit the User shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.

## **Approval Required**

The following activities are NOT ALLOWED without advance written approval from Parks: alteration, painting, or construction on any Seattle Parks structure (if applicable).

## **Responsibility**

The User assumes responsibility for all activities associated with its vending permit.

## **Access**

Parks authorized representatives shall have free access to the premises at all times. Parks may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent, Parks staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

## **Cancellation, Relocation by SPR**

SPR reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of SPR upon notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, SPR may post a sign notifying the public of the impending or effective closure. SPR shall not be responsible for financial losses arising from any closure.

## **Revocation**

Parks may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent, the terms and conditions of their permit or an approval required under Section 4; the User fails to secure a necessary permit; and/or after a warning, the User disregards a lawful order of an authorized representative of Parks or engages in activity that may cause injury to the public or damage to the premises.

## **No Assignment**

The permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of Parks.

## **Indemnity**

The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/ or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors or sub concessionaires. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within 90 (Ninety) days after a final determination thereof, including a final determination of any appeals.

Such indemnity shall not include any claims arising because of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent, contributing or joint actions or omissions of the Concessionaire and the City.



[www.seattle.gov/parks/seasonalconcessions](http://www.seattle.gov/parks/seasonalconcessions)

Please fill out in Adobe Reader, type or print information clearly and attach maps and photos. Unsigned applications will not be accepted. Pages 5-8 of this document may be submitted electronically. If submitting an original copy via US Mail or in-person, attach two additional copies of the proposal and all attachments. Proposals **must be received** by SPR no later than **3 pm on April 15, 2021**.

Options for submission: Submit via email to [amy.hamaker@seattle.gov](mailto:amy.hamaker@seattle.gov) or mailed/hand-delivered to the address above. Please label your proposal: 2021 Seasonal Concessions RFP, Attn: Amy Hamaker

## Contact Information

*\*Required Information*

Organization Information						
Company Name			Organization Type			
Address			Suite	City	State	Zip Code
Phone ( )	Email Address		Organization Website:			
Main Contact						
First Name*	Last Name*	Gender*	Ethnicity (optional)	Languages (optional)	Date of Birth* / /	
Residential Address*			Apt./Suite	City*	State*	Zip Code*
Primary Phone* ( )	Cell Phone ( )	Email Address*			Promotional Email	
Secondary Contact						
First Name	Last Name	Gender	Ethnicity (optional)	Languages (optional)	Date of Birth / /	
Residential Address			Apt./Suite	City	State	Zip Code
Primary Phone ( )	Cell Phone ( )	Email Address			Promotional Email	

## Organization Description and Proposed Services

In this section, you will describe your proposed business, any positive financial, environmental, social or cultural benefit to the City of Seattle. Please be as complete as possible in the space allotted.	
<b>Type of Organization</b>	
<b>Experience in Concessions Business</b>	

<b>Business License Information</b>	<p>If selected, you will need a City of Seattle business license, background check for applicants/employees insurance that additionally covers the City of Seattle.</p> <p>Does your organization currently have a City of Seattle business license?</p> <p><u>Please attach a photo copy of your City of Seattle business license or a completed application to obtain one.</u></p>
<b>Proposed Services</b>	<p>Please describe the proposed services. How does your business enhance the park?</p>
<b>Presentation</b>	<p>Please describe your cart, awning and/or equipment and attach photos. Pictures or your proposed equipment are appropriate and will be evaluated during the review process.</p> <p>How will your employees be attired?</p>
<b>Proposed Schedule of Operations</b>	<p>What are your dates of operation? How many days a week will you be in the park? How many hours each day?</p>

Please give us an idea of your proposed pricing and portion sizes. Do not include the sales tax.

Item	Portion	Price	Comment
<i>Example: Kayak</i>	<i>One hour</i>	<i>\$15.00</i>	
<i>Example: Face painting</i>	<i>Small</i>	<i>\$5.00</i>	

**Planned Prices**

*All Employees working with children must undergo a background check.*

Please provide three (3) financial or business references. These could include financial institutions, suppliers, insurance companies, or clients.

**Business  
References or  
Financial  
References**

Name of Reference: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Relationship to Provider: \_\_\_\_\_

Name of Reference: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Relationship to Provider: \_\_\_\_\_

Name of Reference: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Relationship to Provider: \_\_\_\_\_

Please attach photos, maps or any other documents that help us understand your proposal.

# Seasonal Concession Fees

Based on your expertise in the seasonal concessions business and having:

- 1) Thoroughly read the enclosed RFP documents
- 2) Asked SPR any questions you may have had about the terms, conditions and responsibilities described
- 3) Visited the proposed sites
- 4) Sought legal and financial advice as needed
- 5) Researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

You are bidding on a vending permit for the peak season (May 28—September 6), May and September are prorated. Full month permits are available if desired.

**Memorial Weekend (May 28nd) through Labor Day Weekend (September 6th) 2021 - Peak Season Rates**

**Tier I Parks – 2021 Seasonal Concession Fee -\$1997**

Alki Beach Park and Adams Boat Launch

**Tier II Parks – 2021 Seasonal Concession Fee -\$999**

Golden Gardens Park

**Tier III Parks – 2021 Seasonal Concession Fee -\$416**

City Hall Park, Carkeek Park, Delridge Playground, Denny Park, Jefferson Park, Lincoln Park, Lower Woodland Playfield, Madison Beach Park, Mt. Baker Beach Park, North Acres Park, Pritchard Beach Park, Seward Park, Volunteer Park, Other Park (not listed): \_\_\_\_\_

Tier levels are determined by a variety of factors including park attendance, size and need activation and services.

***Leasehold Excise Tax of 12.84% applies to park concession fees.  
Off-peak monthly rate available. Please check the FAQ on SPR's website.***

Concession Fees

**Please indicate the parks you are requesting in order of preference:**

1. \_\_\_\_\_ 3. \_\_\_\_\_  
2. \_\_\_\_\_ 4. \_\_\_\_\_

**If you are requesting to vend at multiple parks or an extended season, please note:**

*Fees are payable in advance. For each park you operate in, there is a \$75 permit fee due at the time of permit issuance. Through this process, you are bidding on the peak season, May 28-September 6, and you will be required to pay the full peak season rate.*

**The payment plan options are as follows:**

- Pay in full at the time of permitting.
- Submit monthly payment to City Treasury by the first of each month.

**Your signature below indicates that you have read the document and understand your payment responsibilities.**

Applicant Signature	Date	Applicant Printed Name
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By initialing this line as an electronic signature, I agree to all the terms and conditions that may apply to the Seasonal Concessions permitting process and agree that all information contained in this proposal is true and correct to my knowledge. All documents received by City of Seattle are public documents and subject to public disclosure in accordance with the Washington State Public Disclosure Act.