THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
2015 REQUEST FOR PROPOSALS (RFP) - FOOD TRUCK & FOOD SERVICE CONCESSION PERMITS IN PARKS

Proposal Due Date – Monday, March 30, 2015 by 4:00 pm

THE CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION
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CONTRACTS ADMINISTRATION AND SUPPORT OFFICE
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MAILING ADDRESS AND OFFICE LOCATION:
The City of Seattle Department of Parks & Recreation
Antoinette Daniel, Concessions Coordinator
800 Maynard Ave. S. Suite 300
Seattle, WA 98134

These materials and electronic copies of the forms are available at:
http://www.seattle.gov/parks/partnerships/rfp.htm

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*Section I **should not** be returned to the Department as part of a Proposal.*

SECTION II – RFP PROPOSAL QUESTIONNAIRE – *THIS SECTION MUST BE RETURNED AS YOUR PROPOSAL WHEN COMPLETED AND SIGNED.*

SECTION III – SAMPLE CONCESSION PERMIT
*Section III **should not** be returned to the Department as part of a Proposal.*

WE HAVE ADVERTISED THIS RFP IN DIFFERENT LANGUAGES; HOWEVER, DUE TO LIMITED RESOURCES FOR TRANSLATION SERVICES, ALL PROPOSALS MUST BE COMPLETED IN ENGLISH.

The information within a proposal is your sole responsibility. You are being asked to provide a clear and concise explanation of your experience in the proposed concessions, provide verifiable client and business references and clearly explain your proposed services for the park. Your financial bid should be clearly written in the space provided and signed by an individual or individuals legally authorized to commit your organization or company.

Ornate and expensive Proposal materials and/or presentations are discouraged. Please include only materials directly applicable to your proposed concession.

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PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM

PERMIT FEE AND CONCESSION PAYMENT SCHEDULE

The successful Proposer for each park will pay a permit fee of $75.00. The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 5th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax.

For example the concession fees and Leasehold Excise Tax will be paid on June 5th for May sales, July 5th for June sales, August 5th for July sales, September 5th for August sales, and October 5th for September sales.

RFP EVALUATION

Parks Department staff will review the Proposals submitted for the RFP process. Parks invites operators of food trucks, carts and other self contained food service businesses, though some locations may not be appropriate for all types of vehicles, trailers or carts. Some locations may lack vehicle access, others may lack power, water or amenities, and only fully independent vehicles may operate. The panel will score the Proposals, determine the highest qualified Proposals and will interview the Proposers if interviews are necessary, and make a final recommendation regarding the award to the qualified Proposers offering the best services to park users and return to the Department. Generally, if all Proposers offer sufficient references and experience then the Proposer offering the highest concession fee and most appropriate services for the park will be awarded the permit. The Department reserves the right to refuse any and all proposals. Proposals can not be accepted for the sale of tobacco products, alcoholic beverages and products in glass containers.

PROPOSED RFP SCHEDULE.

The Department's proposed schedule for review of the Proposals and final selection of Seasonal Concession Operators is as follows:

- February 6, 2015 — Advertisement begins.
- February 6, 2015 — RFP Packages are available on the Web site, to be picked up, emailed to or mailed out to interested parties.
- February 24, 2015 — Concessionaire Meeting from 6 -7pm at the International District/Chinatown Community Center 719 8th Ave S. Seattle, WA
- March 13, 2015 — Deadline for written questions to the Department from Proposers.
- March 20, 2015 — Deadline for Department written responses to Proposers' questions. Department responses will only be posted on the Department's website. Please check often for updates.
- March 30, 2015 — RFP Submittal Deadline by 4:00 PM.
- April 16-17, 2015 — Oral interviews – Optional by Department.
- April 22, 2015 — Proposers notified of Award.
- May 1, 2015 — Permit commencement date.

PROPOSAL SUBMISSION PROCESS.

1. Complete, sign and submit all RFP forms provided by the Department in RFP Section II – Proposal Questionnaire. In order for the Department to evaluate a Proposal, the Proposer must completely answer each question in the Questionnaire. **Incomplete Proposals, electronically transmitted Proposals and non-responsive Proposals can not be evaluated and will be disqualified.** If you have questions, please contact Antoinette Daniel. It is impossible for us to guess what you intended if your leave information out of your proposal therefore please clearly answer each question and explain your proposed service for the park.
2. An official who is legally authorized to bind the organization must sign the Proposal on the Financial Page of the Proposal Questionnaire.
3. A current City of Seattle Business License is required for anyone doing business on City property. Please provide a copy of a current City of Seattle business license in your proposal or be prepared to obtain one before a permit is awarded.
4. Provide all references and materials required by the RFP instructions. Your ability to demonstrate business experience in the proposed concession, provide client references, provide business references and produce a simple business plan within your proposal is very helpful. If you have experience and skills please tell us about them.
5. All questions regarding this Proposal should be submitted to Antoinette Daniel at the address shown on the cover of this RFP package no later than 4:00 PM on March 30, 2015.
6. No Department operating or maintenance funds will be used to support the proposed concession's operating and management plan. The Department will not add electrical service, water supply lines or waste drains to any location.
7. All Proposals become the property of the Department and may be subject to "Public Disclosure Rules'. Proposers are advised against submitting any materials that can not be replaced.
8. Mail, ship or deliver the signed and completed Proposal to the Department at the address provided before the due date and time. Electronically transmitted Proposals, incomplete Proposals, and Proposals that arrive after the due date and time can not be accepted. Clearly mark the exterior of the RFP package "2015 PARK CONCESSION RFP".

PROPOSAL DEADLINE.

Mailed and hand delivered proposals must be received by the Department no later than 4:00 pm Monday, March 30, 2015 at the following address:

The address for mailed or hand delivered Proposals is:

2015 PARK CONCESSION RFP
Antoinette Daniel, Concessions Coordinator
The City of Seattle Dept. of Parks & Recreation
800 Maynard Ave S. Suite 300Seattle, WA. 98134

UPDATED INFORMATION

Department responses to questions and additional information and/or changes will only be posted on the Department's website. Please check often for updates. http://www.seattle.gov/parks/partnerships/rfp.htm

PRIOR TO BEING AWARDED A PERMIT THE SUCCESSFUL PROPOSERS MUST:

1. Present to the Department acceptable proof of insurance commonly called an Accord form as described in this Permit. Please do not pay for insurance until after you are offered a permit.
2. Submit the required performance deposit or performance bond (if required) to the Department. Payments and deposits may only be made by Cashier's Check; no personal checks can be accepted.
3. Provide the Department with a copy of a current City of Seattle Business license.
4. Provide the Department with a copy of a current Seattle-King County Public Health license for the specific park location if food service is proposed. If you do not yet have this license then tell us that you have applied for it and then the license may be submitted after it is issued by the Department of Public Health.
5. No permit will be awarded until pictures, sketches and/or descriptions of the proposed carts and/or concession equipment have been submitted and approved by the Department.

PLEASE NOTE:

1. No gas, coal, charcoal or similar portable cooking equipment is permitted inside or outside the Premises unless (1) the prior written approval of the Department has been obtained and (2) the Seattle Fire department has issued a fire permit.
2. Please check the existing electrical capacity of the concession site to make sure there is sufficient electrical capacity for your equipment. Most park sites do not have electricity (exception is Freeway Park). Please do not use multiple extension cords or multi-plug adapters to attempt to use too much electrical equipment. If you are not certain of the electrical capacity available at a park site, then you are advised to seek the opinion of a qualified electrician.
3. The Concessionaire must supply the appropriate fire extinguisher as may be required on some carts, vans, trailers, etc.
4. No vending machines may be installed by the Concessionaire under this Permit.
5. All vendors must include some healthy options on their menu.
6. No tobacco products or alcoholic beverages may be sold in the park.
7. No items in glass containers may be sold in the park.
8. Generally you will not be permitted to place signs in the park except on your cart.
9. Usually you will not have a parking space in the park.
10. There is no overnight storage for your equipment in the park; except at Freeway Park in the storage room provided.
11. You will need 2 large trash receptacles and appropriate recycling containers depending on what products you sell. If there is no dumpster in the park then you will have to remove your own trash each day. Please pick up any trash dropped in the park by your customers.
12. Your cart, trailer or vehicle must be reasonably attractive in the sole opinion of the Superintendent and well maintained.
13. No Styrofoam containers may be used.

If you are awarded a Concessions Permit you may <u>NOT</u> sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.

SECTION I – INFORMATION REGARDING REQUESTS FOR PROPOSALS - PARK CONCESSIONS AT VARIOUS DEPARTMENT PARK LOCATIONS.

PROPOSAL DUE DATE – MONDAY, MARCH 30, 2015 BY 4:00 PM

OVERVIEW.
This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Seattle, Department of Parks and Recreation for Food Trucks, food carts and other Seasonal Concessions Operators for selected parks. Seattle Parks is seeking proposals from operators for specific locations in parks. Some park locations can only accommodate completely self sufficient food truck vending while others accommodate temporary carts or contain existing buildings that support concession activities. The Department is seeking and will select concessionaires that best demonstrate the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the Department. You are encouraged to offer services and/or products that would be complimentary to the existing uses of the park. The Department reserves the right to approve or disapprove any proposed business activity. **Food Trucks:** while a few locations can only accommodate carts due to their limited size or other issues, most Parks locations work well for food trucks and trailers. Peak use of most Parks, and hence peak demand for food is usually on weekends or later in the afternoon and early evenings, so Parks locations work very well for businesses already committed to one or more SDOT street vending locations during the week. Parks welcomes proposals for food trucks and other vendors who only wish to service a specific location only one or two days a week.

All operators of food trucks, food carts or other food service concessions will be required to provide some healthy food options in their menu. For information about what qualifies as "healthy" or "healthier" food items, please refer to the Seattle Parks Healthy Menu Criteria on pages 24-25.

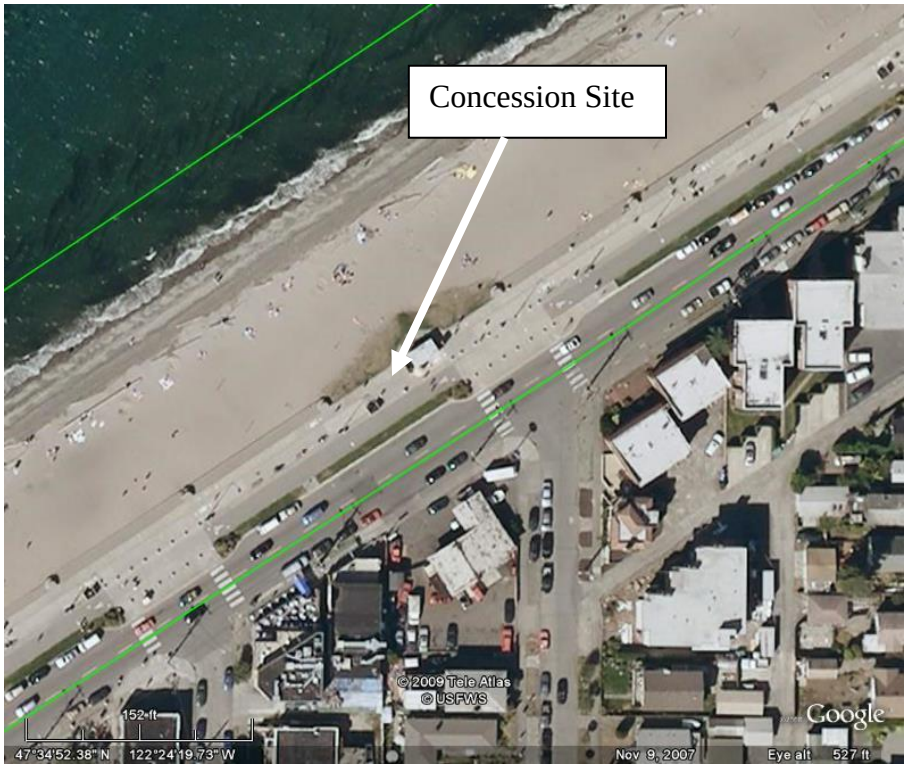
If you are awarded a Concessions Permit you may <u>NOT</u> sell, transfer or give the concession rights to anyone else. You must operate the concession that is awarded to you.

All proposals become the property of the Department and are subject to Public Disclosure laws.

Seasonal Concessions are sought in the following City of Seattle Department of Parks and Recreation park locations:

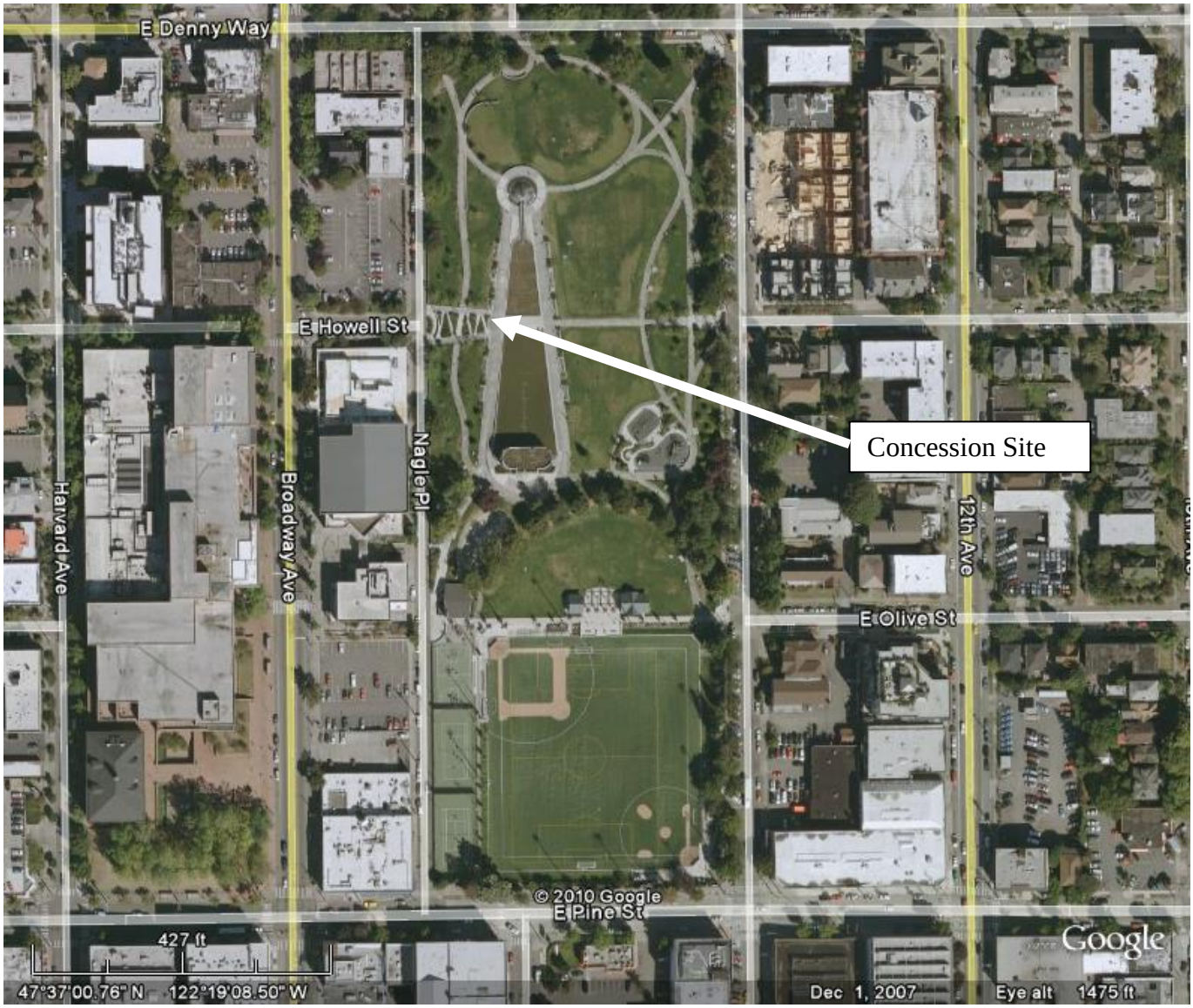
ALKI BEACH PARK, AT THE 57TH STREET COMFORT STATION ON ALKI AVENUE SW.

Site Description: An off-street paved walk way area next to the comfort station. No overnight and no on-site storage. Electricity may be available from an existing electrical service on the comfort station wall; the Proposer must have a qualified electrician verify the electrical service prior to submitting a Proposal. The comfort station (restrooms) may not be open at all times. Please pick up any trash dropped in the park by your customers. You will provide 2 large trash/recycling receptacles for use by your customers. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $350.00 per month.



***CAL ANDERSON PARK – 1635 11TH AVE.**

Site Description: A paved space for a cart. No electricity and no storage in the park are available for use by the concessionaire. There is no trash dumpster in the park so the concessionaire is expected to remove his or her own trash from the park and recycling. Please pick up any trash dropped in the park by your customers. You will provide 2 large trash/recycling receptacles for use by your customers. Cal Anderson Park financial information: Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal.



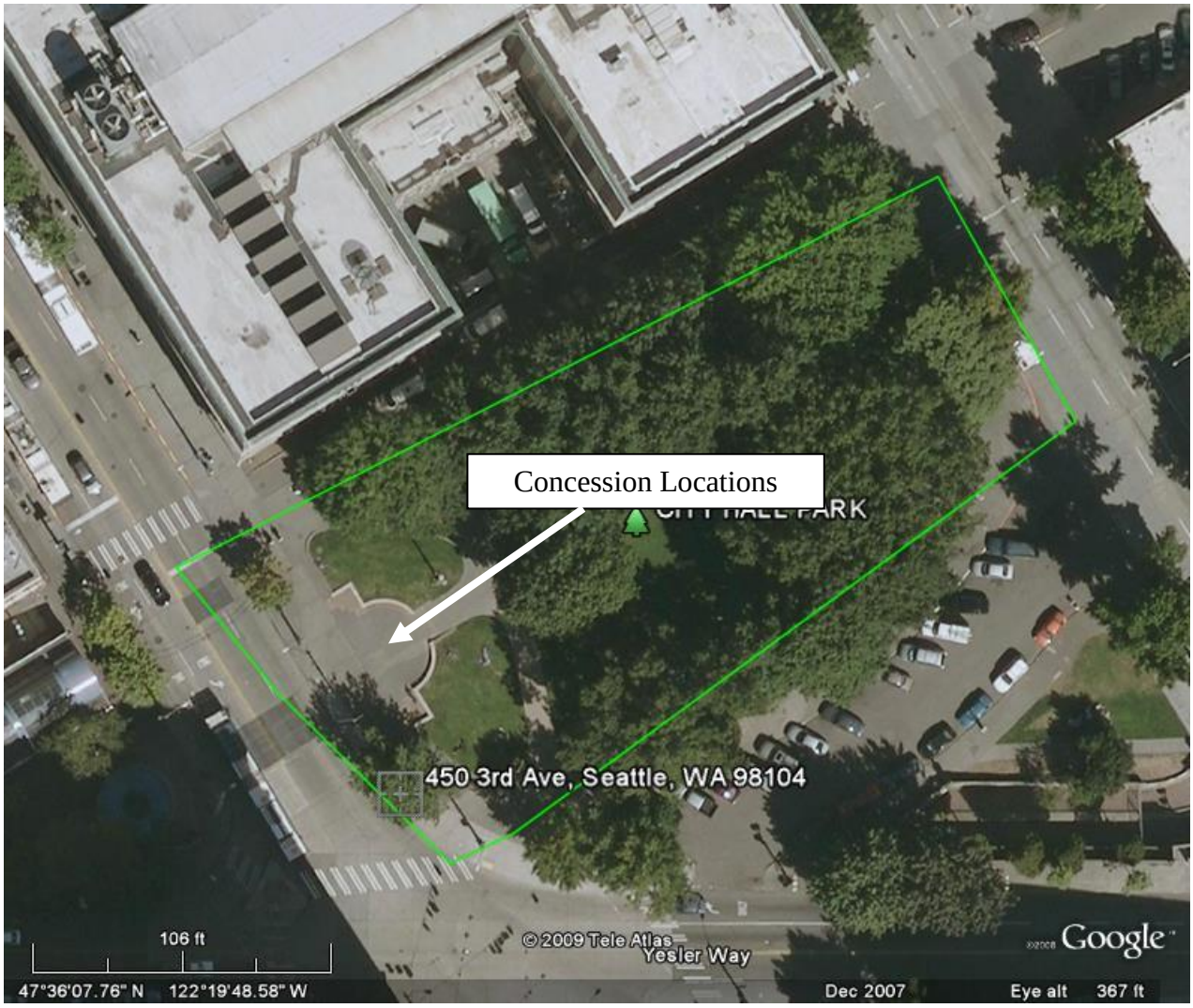
CARKEEK PARK 950 NW CARKEEK PARK RD.

Site Description: Carkeek is a busy park overlooking Puget Sound. Concessionaire may park in legal spaces only. No electricity and no storage in the park are available for use by the concessionaire. Due to these limitations, food trucks are especially encouraged to apply. There is no trash dumpster in the park so the concessionaire is expected to remove his or her own trash from the park and recycling. Please pick up any trash dropped in the park by your customers. You will provide 2 large trash/recycling receptacles for use by your customers. Preference will be given to vendors with tidy, compact and attractive trucks or carts, and who commit to a greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. Carkeek Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $75.00 per month.

***CASCADE PLAYGROUND, 333 PONTIUS AVENUE NORTH.**

Site Description: A paved space for a food truck or cart inside the North East park entrance at the corner of Pontius Avenue North and Harrison Street. Restrooms are close to the proposed concession site; there is no hot water in this restroom. No electricity and no storage in the park are available for use by the concessionaire. There is no trash dumpster in the park so the concessionaire is expected to remove all concession-related trash and recycling from the park and to pick up any trash dropped in the park by concession customers. Concessionaire will provide 2 large trash/recycling receptacles for use by customers. Only vendors with tidy, compact and attractive stands or carts will be considered. Preference will be given to concessionaires who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and for quality products offered in an attractive, appealing manner. Vehicles may not be parked in the park; Seattle Parks and Recreation does not provide parking. Cascade Playground financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal.

***CITY HALL PARK, 450 3RD AVENUE.**
Vending carts only, please, due to small size of site, no trucks.
Site Description: A paved concession site in the west edge of the park, near 4th Avenue. Alternative locations may also be considered. Concessionaire is expected to provide 2 large trash/recycling receptacles for use by customers. There is no trash dumpster in the park so the concessionaire is expected to remove all concession-related trash from the park each day. Concessionaire is expected to pick up any trash dropped in the park by concession customers. Preference will be given to Vendors with tidy, compact and attractive carts or stands, offering interesting foods, gourmet foods or ethnic foods in an attractive manner. Vehicles may not be parked in the park; Seattle Parks and Recreation does not provide parking.

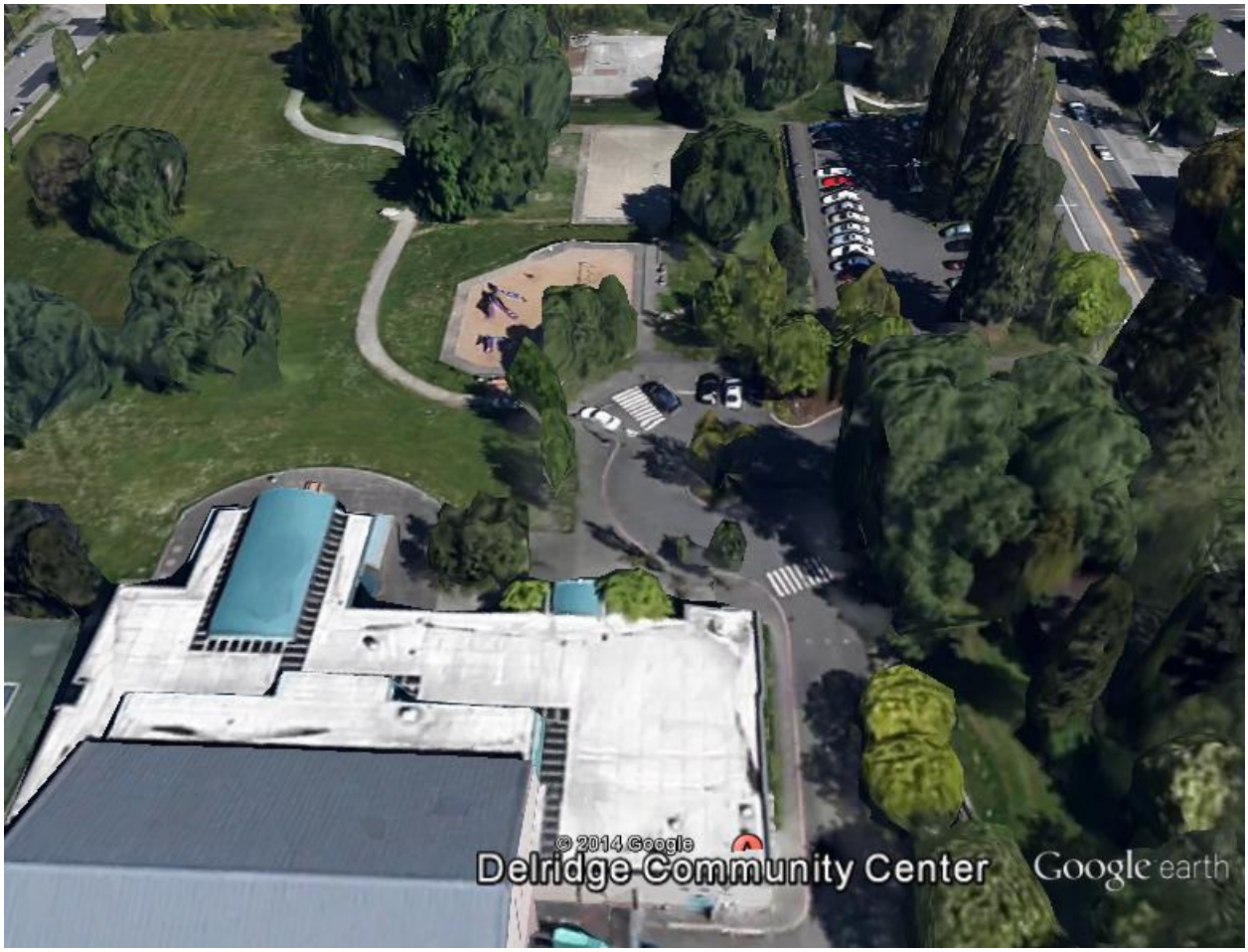


WALDO J DAHL PLAYFIELD 7700 25th Ave NE, 98115

Site Description: Dahl playfield is a popular neighborhood park with a wading pool, skate park, play structures and ball fields, attracting families with children during the day and early evening. The park has restrooms, but no potable water or power hookup, so food vendors must be food trucks or other self-contained food service vehicles. There is no storage on site for concessionaires use. There is no overnight parking. The Concessionaire shall not sell any items in glass containers. Concessionaire will provide 2 large trash/recycling receptacles for use by your customers. The concessionaire selected will pay a monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00.

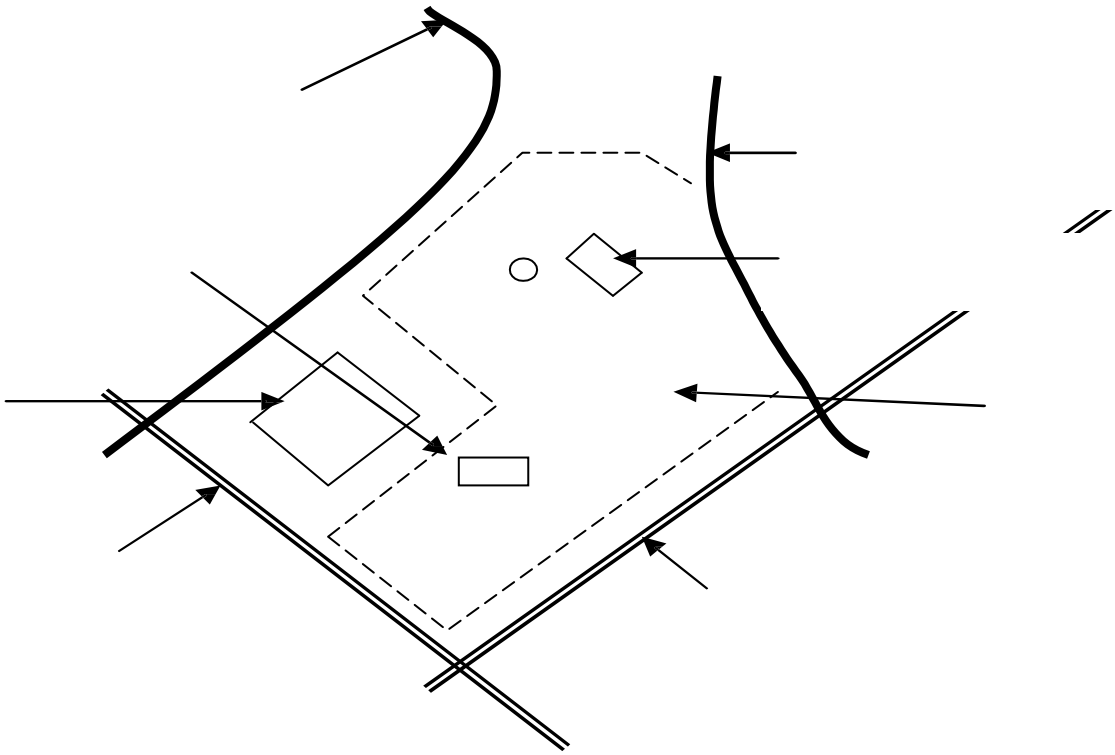
DELRIDGE PARK 4501 Delridge Way SW, 98106

A space without utilities is available for a food truck or other self-contained concession. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. Delridge Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00.



FREEWAY PARK, 700 SENECA STREET.

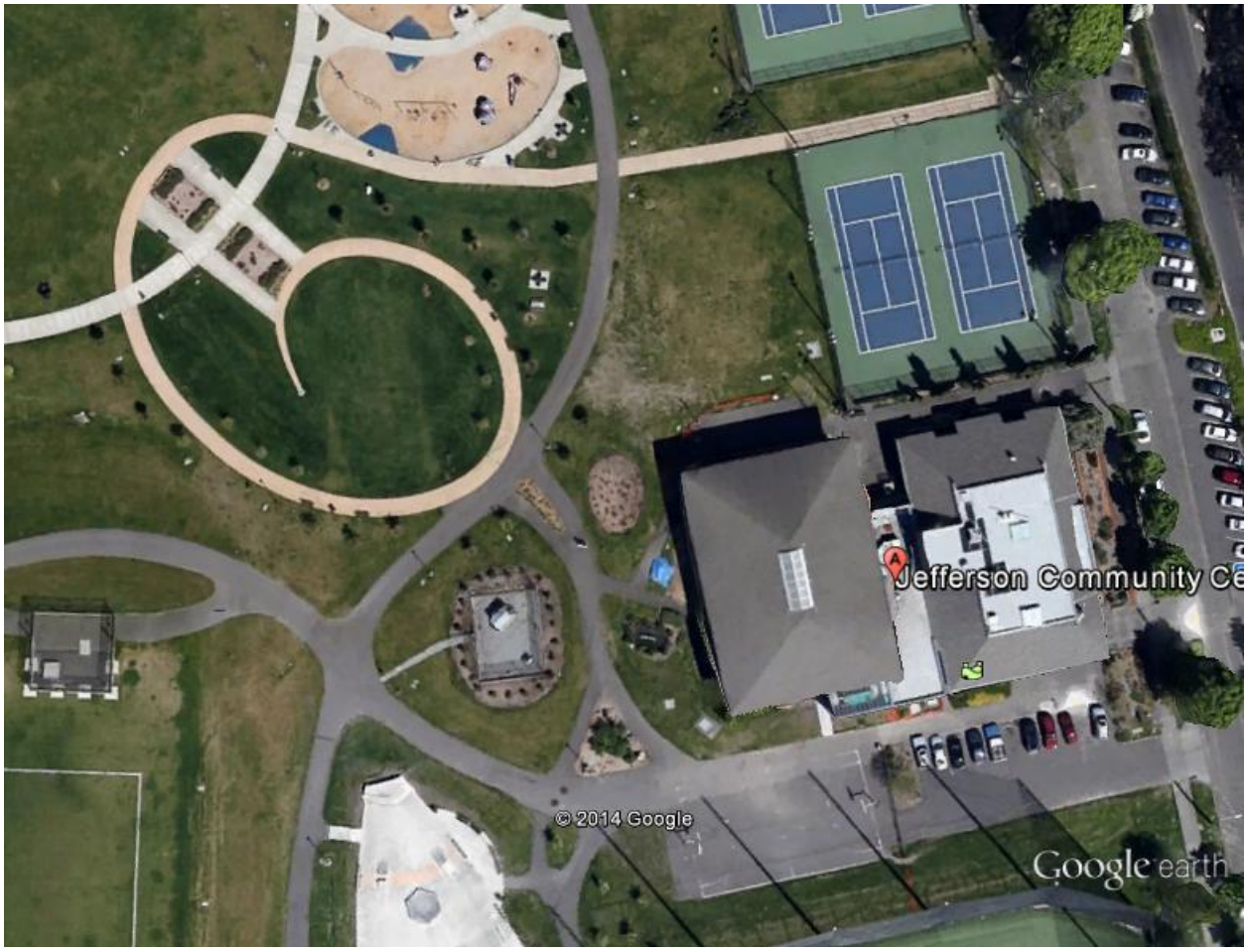
Site Description: A paved concession site near along Seneca Street near the fountain. You will provide 2 large trash/recycling receptacles for use by your customers and may dump your trash in the park dumpster each day. Please pick up any trash dropped in the park by your customers. Freeway Park financial information: The concessionaire selected will pay the monthly fee bid in its proposal. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner.



JEFFERSON PARK 3801 Beacon Ave S, 98108

Jefferson Park, the sixth largest park in the city, offers unparalleled views of the Duwamish River, the city and the Olympic Mountains. It is the home to the Jefferson Park Golf Course, the Jefferson Community Center, Jefferson Lawn Bowling, Jefferson Skatepark and Beacon Mountain.

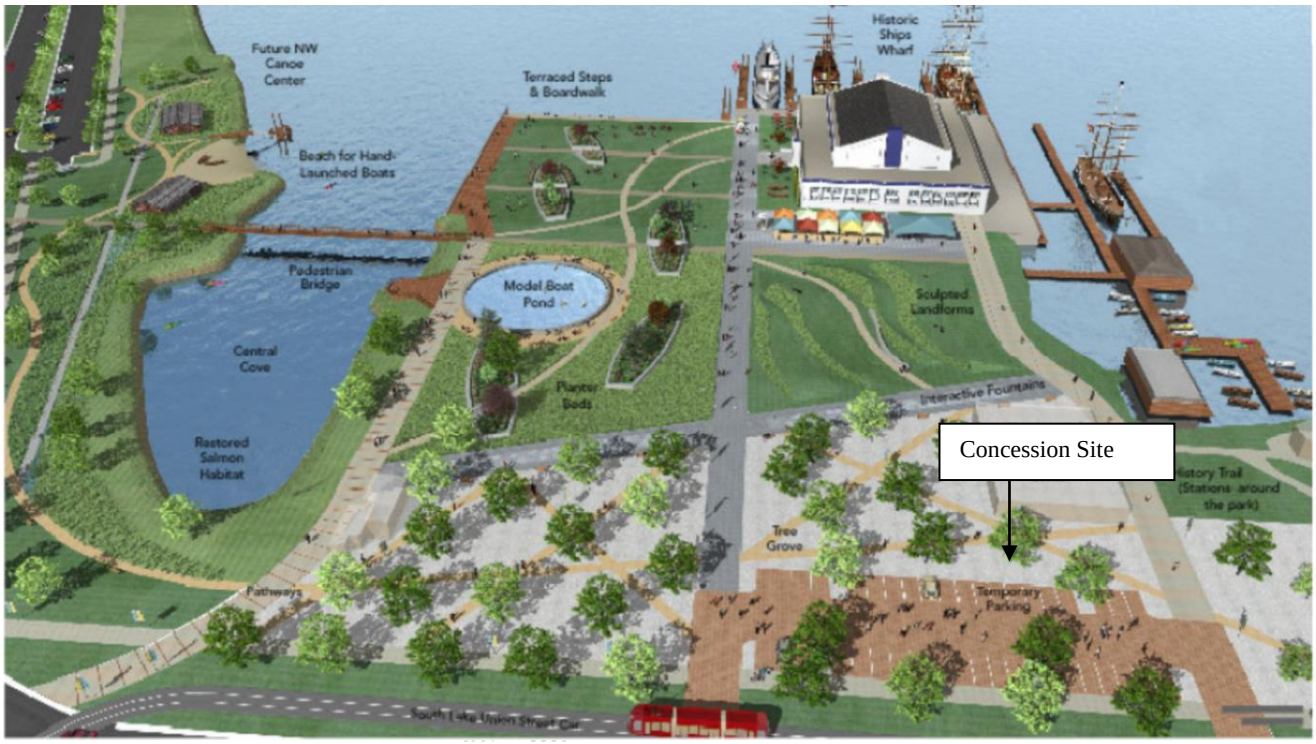
A space without utilities is available for a food truck or other self-contained concession. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. Jefferson Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00.



***Lake Union Park** 860 Terry Ave N

Lake Union Park is a unique urban gem, close to the center of downtown Seattle. The park provides access to green space and the water and celebrates the cultural, maritime, and industrial heritage of the city and region.

A space with utilities is available for a food truck or other self-contained concession. No overnight storage or overnight parking is available. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner.



LINCOLN PARK (AT COLMAN POOL), 8011 FAUNTLEROY WAY SW.
Concession hours will be within the pool operating hours. A space with limited electrical service (suitable for one refrigerator or freezer) is available for a self contained concession. There is limited storage. There is no overnight parking. The Aquatics Department restricts products as follows: (1) The Concessionaire shall not sell any items in glass containers, (2) The Concessionaire shall not sell products with heavy syrups, for example some forms of snow cones, as the syrups have been known to attract bees and wasps and (3) Popcorn and similar items that have been known to be spread by the wind into the pool will not be permitted. The Concessionaire's proposed menu must be approved by the Aquatics Manager prior to the start of service. Please pick up any trash dropped in the park by your customers. You will provide 2 large trash/recycling receptacles for use by your customers. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $200.00 per month.

MADISON PARK E MADISON ST. AND HOWE ST.

Site Description: A space without utilities is available for a self contained concession. Power and water may be made available from the bathhouse if approved by Parks. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive trucks or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. Madison Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $200.00 per month

MAGNUSON PARK, NE 65TH STREET ENTRANCE.
A location near the swimming beach within the park – a space without utilities is available for a food truck or other self-contained concession. No overnight parking is available. Note: Access to the children's play area and off-leash dog park is **not** allowed. Concessionaire may sell along the Lake Washington Swimming Beach drive area to sell pre-packaged ice cream/snacks and/or drinks to park patrons. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $350.00 per month.

MATTHEWS BEACH PARK, 9300 51ST AVE NE.
A parking lot location within the park - a space without utilities is available for food truck or a self contained concession. The concessionaire should arrive early even though this is a reserved parking location. Limited on-site storage with electrical service for one freezer or refrigerator is available. Storage is to be coordinated with Department staff. No overnight parking is available. Concessionaire will provide 2 large trash/recycling receptacles for use by your customers. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $200.00 per month.

LOWERY C. "POP" MOUNGER POOL 2535 32ND AVE W

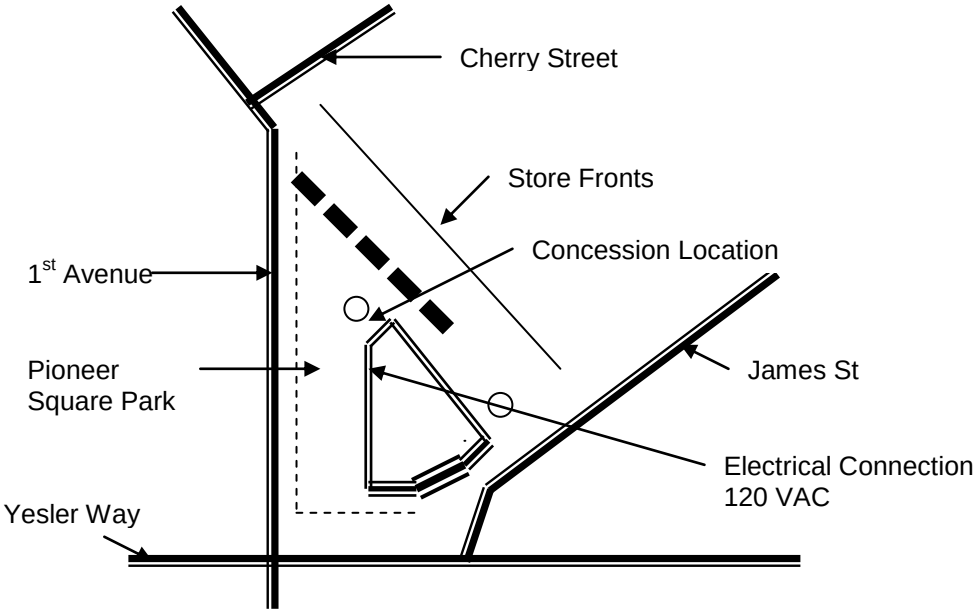
Site Description: A food service alcove approximately 12ft wide by 4 feet deep for concession stand. Food service area is equipped with locking gates that would allow for secure storage during non operating hours. During concession hours, a larger space of approximately 12 ft wide by 6 feet deep would be allocated by expanding the Food Service area out onto the pool deck. The concessionaire selected at this locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. Food service area does not include any cooking facilities, but is equipped with 208V 40W electricity. Potable water and hand washing facilities are available adjacent to the food service Snack area that includes tables, chairs, canopy, tables with umbrellas, and lounge chairs. The vendor would need to provide a rolling table or counter with locking wheels. The table would need to have a closed front and appear neat, clean, and well maintained. The unit would be able to roll out approximately 2 feet during operation hours and then be rolled back and locked in the secure Food Service area. Tours of Mounger will be available. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $200.00 per month.

MOUNT BAKER BEACH MOUNT BAKER PARK, 2521 LAKE PARK DRIVE SOUTH

Site Description: A space without utilities is available for a food truck or other self contained concession. Power and water may be made available from the bathhouse if approved by Parks. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. . Mount Baker Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00 per month.

***PIONEER SQUARE, 100 YESLER WAY.**

Site Description: A paved concession site in the West area of the park. There is no trash dumpster in the park so the concessionaire is expected to remove its own trash from the park. Electricity is available within 30 (Thirty) feet of the concession site. No overnight storage is permitted. You will provide 2 (Two) large trash/recycling receptacles for use by your customers and will have to pack your trash out of the park each day. Please pick up any trash dropped in the park by your customers. Pioneer Square financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner



PRITCHARD BEACH 8400 55th Ave S, 98118

Pritchard Island Beach is located in the Rainier Beach area, north of Beer Sheva Park.
A space without utilities is available for a food truck or other self-contained concession. Power and water may be made available from the bathhouse if approved by Parks. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. . Pritchard Beach financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00.

NORTHACRES PARK 12718 1st Ave NE, 98125

Northacres Park is located between N 130th and the Freeway. It's surrounded with a forest of fir and contains a small forest behind picnic area. Facilities include 2 ball fields, a play area for children renovated in 2012, a dog off-leash area, and a spray park. A space without utilities is available for a food truck or other self-contained concession. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. Northacres Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00

SEWARD PARK 5895 Lake Washington Blvd. S

A space without utilities is available for a food truck or other self-contained concession. No overnight storage or overnight parking is available. The concessionaire will coordinate the concession location with Department staff. Please pick up any trash dropped in the park by your customers. Preference will be given to vendors with tidy, compact and attractive stands or carts, and who commit to the greater number of days of operation. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods and on quality products offered in an attractive, appealing manner. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. Seward Park financial information: The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal. The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $200.00.

VOLUNTEER PARK, 14TH AVE E, PROSPECT TO ROY.
Site Description: A street parking location within the park – a space without utilities is available for a food truck or other self contained concession. No overnight storage or overnight parking is available. This is not a reserved space so the concessionaire should arrive early. The concessionaire will coordinate the parking location with Department staff. The concessionaire selected at this and other guarded beach locations will be asked to carry a small inventory of swim diapers for sale to parents in addition to their food products. The Department reserves the right to exclude concession rights for one weekend in June from the concession Permit as current plans include renting the park to a special use group. Please pick up any trash dropped in the park by your customers. You will provide 2 large trash/recycling receptacles for use by your customers. The concessionaire selected will pay a fixed monthly fee based on the fee offered in its proposal or a monthly minimum of $200.00.

VOLUNTEER PARK - SELL FROM PARKING SPACE ON DRIVE

LOWER WOODLAND, 1000 N 50th St

Concessionaire sought for ball fields during busy/heavily scheduled days. Schedule may vary, but must include weekends (Saturdays and Sundays) throughout the summer; weekdays also available. Preference will be given to vendors with tidy, compact and attractive trucks or carts. Parks welcomes proposals for weekends only, single days during week, etc. and would be willing to work with multiple vendors, though only a single concession will be permitted on any given day. May be combined with other Parks locations, would work well for vendors committed to SDOT locations during the week. . The minimum acceptable concession fee proposal for the season from date of execution through the end of September is $75.00

SEATTLE PARK HEALTHY MENU CRITERIA

Snacks (See portion sizes and rationale)

Healthiest	Healthier	Excluded
Animal crackers, graham crackers	Granola bars, whole-grain fruit bars	Cookies (including low fat)
		Candy, candy bars, chocolate bars, toaster pastries, marshmallow/cereal treats
	Baked chips, corn nuts, rice cakes, cereal/nut mix	Regular chips, cheese-flavored crackers, cracker sandwiches
Nuts and seeds – plain or with spices	Nuts with light sugar covering; honey roasted	Candy- or yogurt-coated nuts
*Trail mix – plain	Popcorn/nut mix	Trail mix with chocolate, yogurt or candy
Fresh fruit , canned or individually packed fruit – light syrup or natural juices only		Canned or aseptic-packed fruit in heavy syrup
Dried fruit – raisins, dried cranberries	100% dried fruit snacks and fruit leathers	Candy- or sugar-coated dried fruit Fruit-flavored snacks
	Pretzels – any flavor	Candy- or yogurt-coated pretzels
Fat-free popcorn	Light popcorn	Popcorn – Butter, butter lovers, movie style
Beef jerky - 95% fat free		Sausages, pork rinds
Yogurt, preferably non-fat, low-fat or light		
	Sugar-free gelatin and fat-free pudding	

*Trail mixes can vary and should be reviewed prior to selecting for vending product

Beverages (See portion sizes and rationale)

Healthiest	Healthier	Excluded
Milk, non-fat or low-fat (1%)	'Flavored" milk, non-fat or 1%	
Juice – fruit or vegetable that contains 100% juice		
Water, pure	**Flavored or vitamin-enhanced fitness water, sparkling water	herb-infused waters and caffeinated waters
	low-cal iced tea and diet sodas	Regular sodas and sports drinks

*Portion Size - Portion size is not defined for any items, but smaller portion sizes are preferred.

Healthiest – must meet both criteria:

- 3 grams of Total Fat or fewer per serving (Nuts and seeds exempt from restrictions.)
- 30 grams of Carbohydrates or fewer per serving (All candies are considered unhealthy. Fruit in any form is permitted, regardless of carbohydrate count).

Healthier – must meet both criteria:

- 5 grams of Total Fat or fewer per serving (Nuts and seeds exempt from restrictions.)
- 30 grams of Carbohydrates or fewer per serving (All candies are considered unhealthy. Fruit in any form is permitted, regardless of carbohydrate count).

Rationale – Snacks*

- Fat: It was determined not to differentiate saturated fat from unsaturated fat. When total fat is considered, saturated fat tends to be low.
- Nuts and seeds: Nuts and seeds are exempt from the fat guidelines, because they are high in monounsaturated fat, which can help lower "bad" LDL cholesterol and maintain "good" HDL cholesterol. Nuts and Seeds have been shown in many studies to reduce the risk of having a heart attack.
- Carbohydrates: The level of carbohydrates was set at 30 grams per serving to include more food items. All candies are considered unhealthy, regardless of carbohydrate content.
- Fruit: Fresh fruit is best, but fruit in any form (canned, fresh, and dried) was not restricted by carbohydrate standards because it provides vitamins, minerals, anti-oxidants and dietary fiber that are beneficial to an overall balanced diet.
- Portion size: Portion size is not defined, because there is variability among products. However, the preference is for smaller-portioned products.

Rationale – Beverages

- Milk in any form provides vitamins and minerals, but the low-fat and non-fat versions are preferred. Flavored milks are permitted.
- Water: Pure water is preferred, but water that is flavored maybe more attractive to someone who doesn't drink plain water. The vitamin-enhanced waters may benefit people with such nutritional needs, although pure water is the healthiest choice.
- Juice: Fruit and vegetable juices should contain 100 percent juice.
- Carbonation and caffeine: Carbonation in moderation does not have a significant effect on nutrition. Avoid caffeine-some low non caffeine drinks may be considered. Carbonated low-calorie beverages may be another option for people who don't like milk or plain water.
- Low-calorie: Beverages containing 50 calories or fewer per 12 oz serving were deemed healthier options.

**Portion sizes for juice is 6 ounces and for flavored milks is 8 ounces.

- Healthiest
- Milk – Low fat (1%) or Non-fat
- Water
- Juice – 100% fruit or vegetable juice
- Healthier
- Water – Flavored or vitamin enhanced
- Low-Calorie Beverage or diet sodas

2015 PARK CONCESSIONS RFP - SECTION II - RFP QUESTIONNAIRE

Page 1 of 4 that must be fully completed and returned to the Department as part of your Proposal.

1. **LEGAL NAME OF ORGANIZATION, FIRM, INDIVIDUAL 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): _____
   City: _____ State: _____ Zip: _____
4. **TYPE OF ORGANIZATION.**
   Specify if the organization is a corporation, partnership, sole proprietorship, joint venture, etc. Explain any details or factors that are needed to clarify your organizational and financial structure.

   _____
   _____
   _____
   _____
   _____

5. **EXPERIENCE IN FOOD SERVICE BUSINESS.**
   How long has this organization been in the concessions business that you propose to operate on Department property? (Enter the number of years in the following blank) ____ years.
   Describe the services. For example menus, products, type of services, unique challenges, and customer service enhancements, healthy menu selections, etc.

   _____
   _____
   _____
   _____
   _____

6. **CITY OF SEATTLE BUSINESS LICENSE.**
   Does your organization have a current City of Seattle business license? (ANSWER YES OR NO IN THE FOLLOWING SPACE) _____ if yes, then insert a photocopy of your Seattle business license between this page and the next page.

   PLEASE BE ADVISED THAT YOU MAY BE ASKED TO PRESENT A CURRENT COPY OF A VALID CITY BUSINESS LICENSE PRIOR BEING AWARDED A PERMIT.

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

7. PROPOSED SERVICES.

(7.A.) Describe the services proposed for the Department. Describe the type and features of the menu or products to be offered, proposed hours and days of operation and type of truck, trailer or cart. Aspects of your proposed services that you believe best describe your services and business philosophy. Use addition space as necessary by adding pages.

Preference will be given to vendors with tidy, compact and attractive stands or carts. Preference is given for proposals offering interesting foods, gourmet foods or ethnic foods with an emphasis on quality products offered in an attractive, appealing manner. Please describe your services and menu or the proposed items to be sold:

_____
_____
_____
_____
_____
_____
_____
_____

(7.B.) Please describe what healthy/healthier menu options you intend to provide.

_____
_____

(7.C) Pictures of your proposed food truck/equipment are REQUIRED and will help us to select vendors with tidy, compact and attractive stands or carts. Preference in award will be given to concessionaires with the most presentable equipment. If you plan to use an awning or umbrella then please be advised that you must include a picture in your proposal and be aware that all tents, unattractive awnings and awnings with unacceptable advertising will not be permitted. All equipment used must be placed in an attractive and professional manner; simply placing ice chests, supplies and equipment on the ground is not acceptable. Allowing debris, trash and spilled fluids to accumulate will not be permitted. Please describe you cart, awning and/or equipment and enclose pictures.

_____
_____
_____
_____
_____
_____
_____
_____
_____

Information: If additional space is needed for your response to questions on this page then insert the information immediately following this page.

(7.D). How many days a week will you be in the park and for how many hours each day?

_____
_____
_____
_____
_____
_____

(7.E) Your truck, cart, or trailer and staff must project an attractive and professional appearance at all times. Preference is given to concessionaires that provide employee uniforms. How will your employees be attired?

_____
_____
_____
_____
_____

8. CUSTOMER PRICE SCHEDULE

Proposed Menu Or Items For Sales Including Portion – Quote Prices Without Sales Tax.
For a proposed service write a description of the service and the proposed price.

Examples:

ITEM	*PORTION*	*PRICE*	*COMMENT*
Canned Soda____ (national brand) ___	*12 oz can*	*$ 1.00*	_____
Canned Soda_____	*12 oz can*	*$ .75*	_____
Fountain Soda_____	*12 oz cup*	*$ .75*	_____
Fountain Soda_____	*16 oz cup*	*$ 1.00*	_____

ITEM	*PORTION*	*PRICE*	*COMMENT*
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____
_____	_____	$ _____	_____

INSTRUCTIONS: FILL IN THE TABLE ABOVEATTACH SEPARATE SHEETS USING THE FORMAT FROM THIS PAGE TO SHOW ALL RETAIL PRODUCTS INCLUDING DESCRIPTION, SIZE, TYPE, STYLE, ETC. AND THE PROPOSED PRICE OF EACH ITEM

9. FINANCIAL PROPOSAL. Based on your expert experience in the seasonal concessions business and having 1) thoroughly read the enclosed contract and RFP documents; 2) asked the Department any questions you may have had about the terms, conditions or responsibilities described; 3) visited the proposed sites; 4) sought legal and financial advice as needed; and 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay concession fees as shown below:

I/WE shall make a concession fee payment of $_____ (express as a dollar amount to be paid each month) to the Department for each month of service under this Permit. (Instructions - Enter a Monthly Dollar Fee Amount above - example "$265.00). Write out the amount _____ (Dollars per Month Minimum Fee Payment) for example "Two hundred sixty-five dollars per month. **Please do not bid on more than 2 parks**. Each park will include a $75.00 permit fee.

Tier I Parks – The Minimum Monthly Concession Fee is $350.00
$_____ Magnuson Park
$_____ Alki Beach Park

Tier II Parks – The Minimum Monthly Concession Fee is $200.00
$_____ Lincoln Park
$_____ Lowery C. "Pop" Mounger Pool
$ _____Madison Park
$_____ Matthews Beach Park
$_____ Seward Park
$_____ Volunteer Park

Tier III Parks – The Minimum Monthly Concession Fee is $75.00
$_____ Cal Anderson Park
$_____ Carkeek Park
$_____ Delridge Play Ground
$_____ Jefferson Park
$_____ Lower Woodland Playfield
$_____ Mount Baker Beach
$_____ Pritchard Beach
$_____ North Acres Park
$_____ Waldo J. Dahl Field

***Downtown Parks – Proposals for these downtown parks will be awarded through our Center City Parks staff. Monthly Fees still to be determined. . Some of these parks may have delayed starting dates. For more information, please contact Adrienne Caver-Hall at 206 684-7710 or email adrienne.caver-hall@seattle.gov.**

$_____ Cascade Playground
$_____ City Hall Park

$_____Freeway Park
$_____Lake Union Park
$_____Pioneer Square Park
$_____Victor Steinbrueck Park

Submitted by _____
(Name of organization submitting this Proposal)

Signed: _____ Date: _____, 2015

Print Name: _____ Title: _____

A $75 Permit fee per Park is due when the Permit is issued. Thereafter your concession fee payment is due on or before the 5th calendar day of the month before each month of operation under this Permit. If you elect to operate in the month of April 2015 then your $75 permit fee will be deemed to cover this period and no additional fees will be due for April 2015.

THIS IS THE END OF RFP QUESTIONNAIRE.

RFP SECTION III _ SAMPLE CONCESSIONS PERMIT

Permit Number PRM 2015 ____ ____

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
AND
_____ PARK CONCESSIONS PERMIT

THIS PARK CONCESSIONS PERMIT is entered into between the City of Seattle, (hereinafter referred to as the "City"), operating through its Department of Parks and Recreation (hereinafter referred to as the "Department") and its Superintendent of Parks and Recreation (hereinafter referred to as the "Superintendent") and _____, (hereinafter referred to as the "Concessionaire").

CONTACT INFORMATION:

Department:	Concessionaire:
Antoinette Daniel, Concessions Coordinator	
800 Maynard Ave. S. Suite #300	
Seattle, WA 98134	
Phone: (206) 684-0902	
Fax: (206) 233-3949	Phone:
Email: antoinette.daniel@seattle.gov	Email:

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

PART A: SPECIAL CONDITIONS AND COVENANTS OF PERMIT

A-1 GRANT OF CONCESSION.

The Department hereby grants to the Concessionaire for the full term of this Permit upon the conditions, limitations, reservations and provisions herein, the non-exclusive concession right and privilege to operate a business consisting of the sale of retail food items approved by the Department at Department's _____ Park as may be mutually agreed (hereinafter referred to as the "Concession Premises").

A-2 CONCESSION PREMISES.

The Concession Premises shall be at the Department site(s) that includes the Premises shown in Exhibit A. Space assignment on the Premises may be changed at any time at the option of the Department.

A-3 TERM OF PERMIT.

This Permit shall commence on April 16, 2015 and shall expire at 11:59 P.M. on March 30, 2016 unless terminated earlier pursuant to the provisions hereof.

A-4 TERMINATION.

Either party may terminate this Permit by giving the other party written notice of its intention to so terminate.

A-5 CONSIDERATION.

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire:

a. MAKING CONCESSION FEE PAYMENTS.

The Concessionaire shall make monthly concession fee payment to the Department of $_____ dollars for the preceding month. This payment shall hereinafter be referred to as the "Concession Fee". Each month the Concessionaire shall submit using the

attached form "Permit Exhibit B – CONCESSION MONTHLY REPORT OF GROSS SALES" along with each monthly concession fee payment.

b. PAYING LEASEHOLD EXCISE TAXES:
Washington State Leasehold Excise Taxes are paid in addition to the Concession Fee Payments described herein. Payments for Washington State Leasehold Excise Tax shall be listed as a separate item on all accounting, billings, statements and check stubs.

The Concessionaire shall remit to the Department with each Concession Fee payment the appropriate payment for Washington State Leasehold Excise Taxes. These Leasehold Excise Taxes payments shall be made to the Department and shall be listed separately on each Monthly Concessions Report. The Leasehold Excise Tax rate at the time this Permit is drafted is 12.84% (Twelve and eighty-four hundredths percent) of the Concession Fees paid to the Department.

c. PROVIDING CONCESSION EQUIPMENT.
Providing concession equipment, installation, maintenance and services sufficient to reasonably satisfy needs at the Concession Premises.

d. CONCESSIONAIRE PERFORMANCE.
Satisfying all other conditions and requirements imposed on the Concessionaire by this Permit.

e. STAFFING, TRAINING AND SUPERVISION.
The Concessionaire shall at all times staff the Premises with sufficient, well-trained staff to reasonably serve the needs of customers in a safe and efficient manner.

f. PRICES, PORTIONS AND RETAIL PRICES.
Prices, portions and/or retail prices shall be as mutually agreed from time to time.

g. VACATING PREMISES
The Concessionaire shall remove all property owned by the Concessionaire from the Premises prior to 11:59 PM March 30, 2016. In the event the Concessionaire has not removed its property from the Concession Premises by this date and has not made other arrangements with the Department then the Concessionaire shall be deemed to be in material default of this Permit and the department may remove the Concessionaire's property, dispose of same and charge the costs associated with the cleanup of the Premises to the Concessionaire.

A-6 FINANCES AND PAYMENTS.

a. PAYMENT DUE DATES.
The Concessionaire shall make Concession Fee payments to the Department for the grant received herein, on or before the 5th day of the month (or the first working day for City employees thereafter) following each month of service under this Permit. This payment shall equal the Concession fee plus applicable Leasehold Excise Tax.

b. PAYMENT LOCATION.
All Concession Fee and Leasehold Excise Tax payments to the Department shall be paid to the person identified on the first page of this permit.

c. ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT.
If any payment is not paid to the Department within 10 (Ten) days after the date due, an administrative late charge of $25.00 (Twenty five dollars) plus 1% (One percent) interest shall be added to the payment due and the total sum shall become immediately due and payable. Additional interest charges of 1% (One percent) shall be added each month that the Concession Fee remains unpaid.

d. TAXES, LEVIES AND ASSESSMENTS.
The Concessionaire shall be responsible for and pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever, that at any time hereafter may be levied, assessed, or otherwise imposed upon the Concession Premises or upon the Concessionaire's activities on or occupancy of the Concession Premises, and that are or become payable during the term of this Permit, including but not limited to taxes arising out of the activity or business conducted on the Premises such as the rental or sale of goods or services; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Concessionaire's interest in this Permit and any leasehold interest deemed to have been created thereby under CH. 82.29A RCW.

A-7 CONCESSIONAIRE OPERATION AND SERVICES.

a. EQUIPMENT.

1. The Concessionaire shall install and maintain sufficient equipment to meet the public need as determined by the Department. The Concessionaire shall maintain all equipment and the Concession Premises in good working condition at no cost to the Department. All equipment needed to maintain and operate the Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Permit.
2. Prohibited equipment.
   a). The Concessionaire may NOT install any vending machines.
   b). If an open flame device is approved by the Department then the Concessionaire must obtain the required permit from the Seattle Fire Department.
3. Fire extinguisher. The Concessionaire shall provide a suitable fire extinguisher to meet code requirements for any concession sites approved for gas, charcoal or similar portable cooking. The Concessionaire at all sites will continuously comply with all fire code requirements applicable to its equipment.
4. Trash & Recycling Receptacles. The Concessionaire shall provide at least 2 (Two) large trash cans for use by customers at the Premises and an appropriate recycling container consistent with the Concessionaires products. The Concessionaire shall each day empty the contents of these trash cans into dumpsters when dumpsters are provided by the Department or the Concessionaire shall remove and dispose of the contents of trash cans and recycling bins in a legal manner at its own cost.

b. INSTALLATION AND REMOVAL OF EQUIPMENT.
Any equipment to be installed shall be installed only in locations previously approved by the Department. 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. The Department 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.

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

d. COMPLIANCE WITH THE LAW.
The Concessionaire shall comply with all applicable laws of the United States of America and the State of Washington; the Charter and ordinances of the City of Seattle; and rules and regulations of each of them and with orders and directives of public officials implementing the same.

e. 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 from time to time; and rules, regulations, orders, and directives of the associated administrative agencies and their officers. *Failure to comply with any of the terms of these provisions shall be a material breach of this AGREEMENT.*

f. 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.

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

h. HEALTHY FOOD OPTIONS.
The Concessionaire shall provide some menu items that qualify as "Healthy" or "Healthier" foods as defined in the Seattle Parks Healthy Menu Criteria.

A-8 ENTIRE PERMIT.
This Permit and Exhibits contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Permit.
The parties to this Permit acknowledge that it is a negotiated Permit, that they have had the opportunity to have this Permit reviewed by their respective legal counsel, and that the terms and conditions of this Permit are not to be construed against any party on the basis of such party's draftsmanship thereof.

A-9 BINDING EFFECT.
This Permit shall be subject to the approval of the Superintendent of the Department of Parks and Recreation and shall not be binding until so approved.

A-10 LICENSES.
The Concessionaire shall provide a copy of its current City of Seattle business license to the Department prior to placing any equipment on the Premises. The Concessionaire shall keep all licenses current throughout the term of this Permit and shall supply copies of these licenses to the Department at the address shown in this Permit.

A-11 BACKGROUND INVESTIGATION.
The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff and subcontractors working on the premises. The Concessionaire shall

provide the background information annually for each person working on Parks property using the attached form "Permit Exhibit D – Background Check ForA-12 CONCESSIONAIRE PERSONNEL IDENTIFICATION.

When the Department provides identification for the concession staff then the Concessionaire shall require each Concessionaire's employee assigned to work on the Premises wear the identification provided by the Department.

A-13 INSURANCE

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

a. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:
   1. Premises/Operations
   2. Products/Completed Operations
   3. Personal/Advertising Injury
   4. Contractual Liability
   5. Independent Contractors
   6. 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.

b. 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.

c. 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.

d. RATING AND CITY APPROVAL

   All policies shall be subject to approval by the City's Risk Manager as to insurer, form and coverage. Insurer must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker.

e. 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 Permit. 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.

f. EVIDENCE OF INSURANCE

   Evidence of insurance shall be an Acord Certificate with an additional insured endorsement or blanket policy wording 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").

A-14 INDEMNIFICATION.

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 subconcessionaires. 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 as a result 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.

A-15 ASSIGNMENT OF PERMIT PROHIBITED.

The Concessionaire shall not assign or transfer this Permit or otherwise convey any concession right or privilege granted hereunder or any part of the Premises unless the approval of the Superintendent is first obtained.

A-16 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.

PART B: GENERAL TERMS AND CONDITIONS

B-1 DEFINITIONS.

As used throughout this Permit, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

a. CONCESSIONAIRE means the party granted concessionaire rights and privileges under this Permit.
b. CITY means The City of Seattle and its Department of Parks and Recreation, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
c. SUPERINTENDENT as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Superintendent of Parks and Recreation or such official's designee.
d. DEPARTMENT shall mean The City of Seattle, Department of Parks and Recreation.
e. NET SALES shall mean all sales and revenue received during business activity on the Premises reduced only by sales tax collected.

B-2 CLOSURE OF CONCESSION PREMISES.

The Department reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the Department 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, the Department may post a sign notifying the public of the impending or effective closure. The Department shall not be responsible for the Concessionaire's financial losses arising from any closure.

B-3 SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

a. AT TERMINATION.

Upon termination or expiration of this Permit, the Concessionaire shall surrender the Concession Premises to the Department and promptly surrender and deliver to the Department all keys that it may have to any and all parts of the Concession Premises. The Concessionaire shall remove all equipment, supplies and merchandise from the Premises by March 30, 2016.

b. CONDITION OF PREMISES.

The Concession Premises shall be surrendered to the Department in as good a condition as at the date of execution of this Permit, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the Department, and property damaged or destroyed by an uninsured peril or an insured peril where insurance proceeds are paid to the Department.

c. FAILURE TO PERFORM.

In the event that after termination or expiration of this Permit the Concessionaire has not removed its property and fixtures within the time allowed, the Department may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse the Department for any expense incurred by the Department in connection with such removal and storage. The Department shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of 30 (Thirty) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the Department; the balance, if any, shall be paid to the Concessionaire.

B-4 LIENS AND ENCUMBRANCES.

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the Department's request, the Concessionaire shall furnish the Department written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-5 WAIVER.

No action other than a written document from the Department so stating shall constitute a waiver by the Department of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Permit, irrespective of any knowledge the Department may have of such breach, default, or non-compliance. The Department's failure to insist upon full performance or any provision of this Permit shall not be deemed as consent to or acceptance of such incomplete performance in the future.

B-6 SIGNS AND ADVERTISING.

The Department's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs.

B-7 CHANGES AND MODIFICATIONS.

The parties hereto reserve the right to amend this Permit from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-8 APPROVALS BY THE DEPARTMENT OR SUPERINTENDENT.
The granting of approval, consent, or permission or the taking of any other action by the Superintendent pursuant to or in connection with this Permit does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Permit.

B-9 SEVERABILITY.
Should any term, provision, condition or other portion of this Permit or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Permit that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-10 SUCCESSORS IN INTEREST.
Unless otherwise provided, the terms, covenants, and conditions in this Permit shall apply to and bind any and all heirs, successors, executors, administrators and assigns of the parties, all of whom shall be jointly and severally liable with the original contracting party.

B-11 NO RELATIONSHIP ESTABLISHED.
The Department shall in no event be construed to be a partner, associate or joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the Department or bind the Department in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Permit to be executed by their respective representative(s):

CONCESSIONAIRE

_____ _____, 2015
Date

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

_____ _____, 2015
Charles Ng, Manager Date
Contracts Administration and Support Manager Office

ATTACHMENTS: PERMIT EXHIBIT A – CONESSION MAP OF PARK
PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES
PERMIT EXHIBIT C – EXCLUDED DATES (IF ANY)
PERMIT EXHIBIT D – BACKGROUND CHECK FORM

PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

Concessionaire Name: _____

For Month of: _____Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2:	$_____.____	"A"
Less Sales Tax Collected:	$_____.____	"B"
Equals Net Sales (A minus B):	$_____.____	"C"
Flat Concession Fee Dollar Amount Per Your Permit:	$_____.____	"D"
State Leasehold Excise Tax (12.84% times of D):	$_____.____	"E"
Late Fee If Paid After the 55th Of The Month	$ 25.00 (F)	
Interest If Applicable	$_____ (G)	
TOTAL REMITTED (H=D + E+F+G) to Parks:	$_____.____	"H"

F & G Are Only Applicable For Late Payments

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 5th day of the month following the month being reported.

Mail total Payment ("F") to: The City of Seattle Parks and Recreation, Attn. Antoinette Daniel, Department Concessions Coordinator, 800 Maynard Ave. S. Suite 300, Seattle, WA 98134

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Signed: _____ Date: _____, ___ 201__

(month) *(day)*

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2015

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		$.	17	/		$.
2	/		$.	18	/		$.
3	/		$.	19	/		$.
4	/		$.	20	/		$.
5	/		$.	21	/		$.
6	/		$.	22	/		$.
7	/		$.	23	/		$.
8	/		$.	24	/		$.
9	/		$.	25	/		$.
10	/		$.	26	/		$.
11	/		$.	27	/		$.
12	/		$.	28	/		$.
13	/		$.	29	/		$.
14	/		$.	30	/		$.
15	/		$.	31	/		$.
16	/		$.		Total Of All Days Post To "A" On Page 1		$.

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

_____

_____

(If you operate more than one concession site then submit a complete set of 2 pages of this Monthly Report for each location or site.)

PERMIT EXHIBIT C – EXCLUDED DATES

Dates will be added when applicable to the specific park location – a separate page will be inserted for this Exhibit. If dates to be excluded are available when the Permit is issued then the dates will be shown here._____