



REQUEST FOR PROPOSAL (RFP) SEACREST BOATHOUSE



OPENS – APRIL 7, 2026

CLOSES – MAY 15, 2026, 3:00PM(PDT)

RFP CONTACT INFORMATION:

SEATTLE PARKS AND RECREATION (SPR)
Contracts Administration & Support Office (CASO)
JoAnn Gunter, Parks Concessions Coordinator
Email: joann.gunter@seattle.gov

The RFP packet is available at the Seattle Parks and Recreation Website:

<https://seattle.gov/parks/about-us/contracts-and-partnerships/partnership-opportunities>

WOMEN AND MINORITY BUSINESSES ARE ENCOURAGED TO SUBMIT A PROPOSAL

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1. RFP INTRODUCTION AND OVERVIEW

Seattle Parks and Recreation (SPR) is issuing a Request for Proposal (RFP) seeking applicants to manage and operate the Seacrest Boathouse under a long-term agreement.

The RFP schedule and due date/time is available in the table below.

A review committee will score each proposal per the criteria outlined in Section 7. SPR reserves the right to seek additional clarification or information through written questions. The review committee will make a recommendation identifying the successful proposal to the Superintendent of Parks & Recreation.

The Superintendent will, at Superintendent's sole discretion, make the final decision regarding acceptance or rejection of the committee's recommendation. The Superintendent reserves the right to reject all proposals, or to select a different proposal, as the Superintendent determines to be in the best interest of SPR. If the Superintendent selects a proposal, SPR will work to negotiate an agreement with the proposer. If SPR and the initial successful proposer are unable to negotiate a mutually acceptable agreement, SPR reserves the right to select another proposal for negotiation until the RFP process either terminates or results in an agreement. To be binding to the City, any agreement developed through this RFP process must be authorized by the Seattle City Council.

TIMELINE

Written proposals in response to this RFP must be submitted by **May 15, 2026, no later than 3:00PM PDT**. Late proposals will not be accepted. Proposals must include written responses to the submission information, including signature and contact page. Proposals will only be accepted via email. All proposals are to be emailed to JoAnn Gunter at joann.gunter@seattle.gov

Any questions about RFP language, requirements, or specifications must be written and emailed to <joann.gunter@seattle.gov> by the deadline below.

Event	Date	Location
RFP Available	April 7, 2026	SPR Website only
Site Open House – Please respect our current tenant's privacy and operations while touring.	Monday, April 13, 2026 8:30 am – 10:30 am Tuesday, April 21, 2026 8:30 am – 10:30 am	1660 Harbor Ave SW Seattle, WA 98126
Deadline for Written Questions to SPR	May 8, 2026	Questions can be sent to: joann.gunter@seattle.gov
Proposals Due to the City: All proposals must be emailed by 3:00PM	Friday, May 15, 2026, by 3:00PM PDT	Email proposals to: joann.gunter@seattle.gov
RFP Panelist Evaluations: During this time-period, Proposer(s) may receive questions with a response timeline	May 18 – June 30, 2026	

from the SPR review committee. Proposer(s) may also be invited by the review committee for an in-person interview.		
RFP Interviews (if needed)	July 14- 31, 2026	
Review Committee Makes Award Recommendation to the Superintendent of SPR	August 2026	
Proposer Notified of Award	August 2026	
Anticipated Contract Negotiation Schedule	Fall 2026	
Legislation Process Begins	January 2027	
Anticipated Contract Execution	May 2027	

ALL DATES ARE SUBJECT TO CHANGE.

Applicants will be notified via email if changes are necessary.

OPEN HOURS & SITE BUILDING TOUR

SPR shall conduct open houses and site building tours at the time, date, and location indicated above. Proposer(s) are highly encouraged to attend. During the Open House, proposer(s) may ask questions about the RFP to identify potential issues as well as raise any concerns they have. Failure to raise concerns over any issues during the Open House will be a consideration if a protest is filed regarding items known or identified. Questions and issues raised during the Open House will be transcribed by SPR into written format and provided to all proposer(s) via email as described in Section 5.

2. PURPOSE & OUTCOMES

PURPOSE

The purpose of the Request for Proposal is to identify a proposer that will fulfill the required objectives by meeting SPR’s desired outcomes including:

- Provide high-quality, healthy menu, and reasonable pricing of food options at Seacrest Boathouse
- Watercraft activities provided either by contractor or subcontractor
- Operate restaurant/businesses in a way that keeps the park active and engaging year-round
- Operation and routine maintenance and custodial care of the Seacrest Boathouse and patio
- Maintain healthy relationship amongst organizations utilizing Seacrest Park, including King County Water Taxi, SPR SW grounds crew, watercraft and diving groups

SPR’s intent is to negotiate a long-term contract for operation of the Seacrest Boathouse with such proposer.

CONTRACT EXPECTATIONS & OUTCOMES FOR SELECTED PROPOSER

- Obtain SPR permission prior to making any improvements, whether minor or major, to the facility
- Have capacity to pay the Concession Base Fee, all taxes, and any other fees
- Will accept cash and allow Debit/Credit transactions utilizing a Point-of-Sale System
- Pay all facility utilities and operating costs
- Provide routine maintenance and custodial care of the interior of the boathouse, including periodic repairs and replacement as appropriate
- Provide annual reports to SPR including financial reporting, profit and loss statement, hours of operations and other documents for annual review
- Provide required insurance coverage as determined by the City Risk Manager (sample in Appendix B)
- Have and maintain a City of Seattle Business License
- Obtain and maintain all permits through Seattle/King County Health Department
- Comply with any applicable laws of the United States and the State of Washington; the Charter and ordinances of The City of Seattle; and applicable rules, regulations, orders, and directives of all such governmental entities, as well as the orders and directives of authorized officials and employees

AGREEMENT TERM

Once a successful proposer is selected, SPR will negotiate a five (5) year contract with an option for one (1) additional five (5) year extension at the sole option of the Superintendent. This agreement will be negotiated between SPR and the awarded proposer and is subject to City Council approval.

SPR GUIDING PRINCIPALS

To aid applicants in understanding SPR's values and goals the following is provided for use in your RFP documents:

- Vision: Healthy People, Thriving Environment, Vibrant Community.
- Mission: Seattle Parks and Recreation equips employees and the public for well-being as we support healthy people, a thriving environment and vibrant community. We provide safe and accessible spaces for residents and visitors to work, recreate, rejuvenate, and enhance quality of life and wellness for children, teenagers, adults, and seniors.
- Core Values: Equity, Access, Opportunity, & Sustainability
- Land Acknowledgement: Seattle Parks and Recreation acknowledges and affirms the indigenous Coast Salish as the original caretakers of our waters and landscape, who nurtured and shaped today's parkland. We honor their legacy with gratitude and appreciation and will safeguard their knowledge and stewardship as enduring treasures to promote community welfare, cultivate inclusive expressions of nature and recreation and commit to land acknowledgment for each ensuing generation.
- The Race and Social Justice Initiative (RSJI): represents the City of Seattle's commitment to ending racial disparities and achieving racial equity. We challenge racism and other forms of oppression to make Seattle a city of thriving, powerful communities that fosters healing and belonging. RSJI embeds racial equity and social justice principles into the City's programs, budgets, and culture. Our holistic work focuses on organizing for racial justice, capacity building, foundational knowledge about race, and personal accountability to advancing equity. RSJI is a division in the [Seattle Office for Civil Rights](#). In 2023, the City of Seattle [passed Council Bill 120525](#), officially codifying the Race and Social Justice Initiative as law.

3. DESCRIPTION OF PREMISES

HISTORY OF PROPERTY

The Seacrest Boathouse and fishing pier is located at 1660 Harbor Ave SW, inside Seacrest Park. It served as an historic fishing hub since the mid-20th century. The original boathouse was torn down in 1982 and the current facility was built in 1989 and hosts a mix of traditional fishing, boat rentals, and expanded diverse restaurant and business operations. The park also hosts the King County Water Taxi West Seattle terminal, and is a popular spot for SCUBA diving, kayaking, and fishing.

LEGAL DESCRIPTION

1660 Harbor Ave SW, Seattle WA 98116. King County Department of Assessments abbreviated description for King County Parcel Number 766670-6730: SEATTLE TIDE LDS EXT #1 TGW BLKS 448A & 449 & 449A SD ADD & VAC ST ADJ - TGW LOTS 1 & 2 & NWLY 37 FT OF LOT 3 BLK 445 & LOTS 1 & 2 & NWLY 37 FT OF BLK 445A SD ADD TGW POR GL 1 ADJ LOTS 3 & 4 BLK 449A ON E & LY WITHIN WATER WAY IF ANY.

NET RENTABLE AREA (Occupied by Tenant not including patio)

Restaurant: 1,658 SF
Retail Shop: 550 SF
Open Office: 160 SF (retail shop)
Total: 2,364 SF (King County records Net Square Feet)

WASHINGTON STATE RECREATION AND CONSERVATION OFFICE ALLOWABLE USE

Seattle Parks and Recreation received a grant in 1968 to acquire 3.40 acres for future park expansion and another grant in 1988 to develop Seacrest Park as a multi-use boating destination park funded through the Recreation and Conservation Office (RCO). The continuation of the food service concessionaire is approved as an allowable use conditioned on the following:

- Any plans for expansion require RCO review and approval.
- Outdoor patio seating cannot be exclusively signed for tenant.

4. SEACREST BOATHOUSE FEES, TAXES, AND UTILITIES

CONCESSION BASE FEE

A Concession Base Fee is the standard payment for operating in a public facility. The assessed Concession Base Fee for this facility will be seven thousand dollars (\$7,000) per month or eighty-four thousand (\$84,000) annually. Concession Base Fee is determined based on an appraisal completed in November 2025.

ANNUAL PERCENT FEE

On or before January 31st of the following year, Concessionaire shall pay 1% of Gross Receipts above \$3,500,000. For example, if Concessionaire's Gross Receipts is \$4,000,000, then Concessionaire will pay to City 1% of \$500,000 for a total payment of \$5,000 ($\$4,000,000 - \$3,500,000 \times 1\% = \$5,000$). Annual sales reporting shall be per calendar year and submitted no later than January 31st of the following year. Gross Receipts means total revenue and income received by Concessionaire from conducting business in and from the Concession Premises, less retail sales tax.

LEASEHOLD EXCISE TAX

Washington State Leasehold Excise Taxes are due over and above any and all concession base and percentage fee payments made to the City of Seattle. Proposer(s) are advised to consult their financial advisors. At this time Washington State Leasehold Taxes are 12.84% of the net payments to the City of Seattle. This tax is remitted to SPR along with each Concession Base Fee payment.

CONCESSION DEPOSIT REQUIRED/REFUNDABLE

The Concessionaire will be required to pay a security deposit of \$2,500 to SPR within 10 days of signing the Concession Agreement. The deposit may be credited on the 13th full month of concession base fee payments.

UTILITIES

Contractor will be responsible for all facility utilities including, but not limited to, electrical, water, sewer, refuse collection, recycling, composting, pest control, internet, telephone needs, and additional needs of the facility and the selected contractor. If utilities are on shared meters, then prorated amounts will be invoiced to the business by SPR.

5. REQUEST FOR PROPOSAL GENERAL INFORMATION

PROPOSER'S RESPONSIBILITY TO PROVIDE FULL RESPONSE

It is each proposer's responsibility to provide responses which do not require interpretation or clarification by SPR and to ensure that all requested materials, forms, and information are included. Each proposer is responsible for ensuring the materials are submitted properly. During scoring and evaluation (prior to interviews, if any), SPR will rely upon the submitted materials and shall not accept any unsolicited materials from the proposer(s) after the RFP deadline. A proposer's failure to provide complete responses which conform to the requirements of this RFP may result in the rejection of the proposal; however, SPR reserves the right to seek clarifications as needed, and to waive immaterial variations or defects in proposals as SPR or the Superintendent determines to be in the best interest of SPR.

MARKING AND DISCLOSING MATERIAL

Under Washington State Law (RCW Chapter 42.56, the *Public Records Act*) all written materials prepared, owned, used, or retained by SPR relating to a governmental or proprietary program are **public records**. These records include, but are not limited to, proposal submittals, agreement documents, financial documents, contract work product, or other written materials.

Washington's Public Records Act requires that public records must be promptly disclosed by SPR upon request unless a judge rules that the RCW referenced above or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are in Washington State Law (Reference RCW 42.56 and RCW 19.108).

It is the responsibility of the proposer(s) to be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.

If you believe any records you are submitting to SPR, as part of your proposal, are exempt from disclosure you can request that SPR not release the records until SPR notifies you about the status of the identified disclosure(s). To make such a request, you must include it with your proposal, identify each record, and explain why the exemption(s) may apply.

SPR will not withhold materials from disclosure because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite in the Proposal Submission. Only the specific records or portions of records properly listed on the Proposer's Submission may be withheld pending notice. All other records will be considered fully disclosable upon request.

If SPR receives a public disclosure request for any records you have properly listed as non-disclosable on the Proposal Submission, SPR will notify you in writing of the request. While it is not a legal obligation, as a courtesy SPR will postpone disclosure for ten (10) business days, providing sufficient time for you to pursue a protective order and ruling from a judge (reference RCW 42.56.540). If you fail to obtain a court order within the ten (10) business days, SPR will release the documents.

By submitting a proposal, the proposer(s) acknowledge(s) the obligation to identify any records within the questionnaire responses which a proposer(s) is requesting notice prior to disclosure. SPR has no obligation or liability if any of proposer's materials, whether marked as exempt or otherwise, are publicly disclosed in response to a public disclosure request.

QUESTIONS

Proposer(s) may submit written questions until the deadline identified in the timeline table above. All questions must be submitted through e-mail to: joann.gunter@seattle.gov. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the proposer(s) of responsibilities in any subsequent agreement. It is the responsibility of the interested proposer(s) to ensure they receive responses to questions. Answers to all written questions received by the deadline will be collected throughout each week. Questions and answers will be emailed to all proposers weekly on Fridays. If no questions are asked that week the RFP contact will email indicating that there were no questions for the week. It is the responsibility of the proposer to ensure that the RFP contact has the best email to ensure delivery of questions and answers. It is also the responsibility of the proposer to check email and notify the RFP contact if they do not receive the Friday emails. Telephone questions seeking interpretation of the RFP cannot be accepted.

RFP CONTACT & SPR STAFF

Unless authorized by the RFP Contact, no City official or employee may speak for SPR regarding this solicitation until award is complete. Any proposer contacting other City officials or employees does so at proposer's own risk. SPR is not bound by such information.

RFP Contact:
JoAnn Gunter
Parks Concessions Coordinator
joann.gunter@seattle.gov

Additional identified SPR staff that can speak for SPR regarding this RFP:
Kathleen Gantz
SPR Contracts Manager
kathleen.gantz@seattle.gov

CHANGES TO THE RFP BY ADDENDA

SPR may make changes to the RFP through written Addenda. Addenda will be emailed by SPR and shall become part of this RFP.

RECEIVING ADDENDA, QUESTIONS, & ANSWERS

It is the obligation and responsibility of the proposer(s) to obtain addenda, responses, or notices issued by SPR. SPR does not guarantee that such services have accurately provided all the information published by SPR, and proposers are encouraged to check their email provided regularly to ensure they have all current information.

All submittals sent to SPR will be considered to have been made in response to the RFP, including all addenda, with or without specific confirmation from the proposer that the addendum was received and incorporated. SPR may reject the submittal if it does not fully respond to a matter incorporated by an addendum.

READABILITY

Proposer(s) are advised that the City's ability to evaluate proposals depends on the proposer's submittal document including organization, level of detail, comprehensive material, and readability.

CHANGES OR CONCERNS TO PROPOSAL SUBMITTAL

Prior to the submittal closing date and time, proposer(s) may change their proposal, if initialed and dated by the proposer(s). No changes are allowed after the closing date and time specified on the RFP schedule.

ERRORS IN PROPOSALS

Proposer(s) are responsible for errors and omissions in their proposals. No such error or omission shall diminish the proposer's obligations to the City under any resulting agreement.

INCURRED COSTS

All costs incurred in the preparation and submission of a proposal are the responsibility of the proposer(s).

NO CONFLICT OF INTEREST

Proposer(s) (including officers, directors, trustees, partners, board members, or employees) must not have a business interest or a close family or domestic relationship with any City official, officer, or employee who was, is, or will be involved in the selection, negotiation, drafting, signing, administration or evaluation of submitted proposals or proposer's performance. SPR shall make sole determination regarding compliance.

PROHIBITED CONTACTS

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering participating in the proposal process. Prohibited contacts includes, but is not limited to, any contact, whether direct or indirect (i.e., in writing, by phone, email or other, and by the proposer or another person acting on behalf of the proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of SPR, the proposer that initiates such contacts may be rejected from the process.

EQUAL BENEFITS

Seattle Municipal Code (SMC 20.45) requires consideration of whether proposer(s) provides health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members.

WOMEN & MINORITY-OWNED BUSINESSES (WMBE)

The Mayor's Executive Order and City ordinance requires the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. This ordinance will be one of the considerations involved during agreement negotiation. SPR expects all organizations to register at: <http://www.seattle.gov/obd>. Women and minority owned businesses and organizations are asked to self-identify. For assistance, call 206-684-4525.

FEDERAL IMMIGRATION ENFORCEMENT NOTIFICATION REQUIREMENTS

This Section applies to Contractors and their employees and contracted workers who

- are working at City facilities and properties, or have access to City records, databases, technology, or information systems.

As used in this Section, "Federal Immigration Authority" means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, Contractor shall notify the Project Manager immediately.

Such requests may include:

- requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- requests for City records, databases, technology or information (written or oral).

Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the City's Project Manager is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.

The requirements in this Section are intended to enable the City to verify that access to nonpublic City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require or permit any City employee, the Contractor, its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

ETHICS CODE

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Concessionaires, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm> Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

Common ethical guidelines:

- **No gifts and gratuities.** Proposers shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the proposer. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a Bid Response to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding an agreement but also the administration of the agreement or evaluating agreement performance. The rule works both ways, as it also prohibits City employees from soliciting items from proposers.
- **Involvement of current and former City employees.** The Proposal Submission within your documents prompts you to disclose any current or former City employees, official, or volunteer that is working, or assisting, on solicitation of City business or on completion of an awarded agreement. Update that information during the agreement.
- **No conflict of interest.** Proposers (including officer, director, trustee, partner, or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating proposer's performance. SPR shall make sole determination as to compliance. Campaign Contributions (Initiative measure no. 122) Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in agreements with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122 or call the Ethics Director with questions.

6. SUBMISSION INFORMATION

PROPOSAL SUBMISSION PROCESS

All responses to this RFP must include the following proposal elements:

- A. Clearly mark the subject line of the RFP package "**SEACREST BOATHOUSE PROPOSAL**"
- B. The RFP submission must include the Signature Page (Appendix C) and be signed by an individual who is legally authorized to bind the organization to the proposal.
- C. Provide all materials required by the RFP instructions.
- D. Email one original signed and completed proposal to SPR at the email address provided before the due date and time (**May 15, 2026, by 3:00 p.m.**). All proposals must be sent via email. Incomplete proposals, and proposals that arrive after the due date and time will not be accepted.
- E. All proposals submitted become the property of SPR and will not be returned.

Submittal Address

JoAnn Gunter, Parks Concessions Coordinator
Contracts Administration & Support Office
Seattle Parks and Recreation
joann.gunter@seattle.gov

RFP PROPOSAL FORMAT

All proposals need to be submitted in the following outlined instructions:

- A. Front cover titled “Seacrest Boathouse Proposal” and the name of the Company/Organization/Individual
- B. A Table of Contents
- C. **Section 1-8** as indicated below in the RFP Questions. Each section should be clearly separated and labeled in the sequential order
- D. All forms need to be submitted with the proposal at time of submittal to be considered in the Evaluation process.
- E. Document requirements: Font type, Arial 11 pt.; maximum of 25 pages, one-sided.

RFP PROPOSAL QUESTIONS

	Category	Questions/Responses Required
1	Minimum Qualifications	<ul style="list-style-type: none">▪ A maximum two-page letter signed by authorized representatives describing how the proposer satisfies the minimum qualifications and criteria contained within this RFP.▪ Three most recent years (2022-2025) audited/reviewed financial statements that demonstrate that you have the ability to perform. Proposer must demonstrate that they have sufficient startup cost and the ability to cover the account receivables.▪ A copy of the declaration page from the insurance company stating that you currently have or can obtain all required insurance coverage.▪ Copy of current City of Seattle Business License or a signed letter of intent that you will submit within 30 days of contract being awarded.
2	Contact Information	Provide the name, address, phone number(s) and email for <ul style="list-style-type: none">▪ Owner of the Company▪ Company Representative▪ Company headquarters, if applicable

<p>3</p>	<p>Financial History of Business and Operation Experience</p>	<ul style="list-style-type: none"> ▪ Provide the name(s) of similar food concessions/restaurants that your business presently or in the past has operated. For each operation provide the name, address, and contact information. <ul style="list-style-type: none"> • The number of years your business has provided continuous food service. • Gross Sales for each year in operation • Indicate if the food concession is still in operation and if not, why? ▪ What other relevant food experience do you/your company have? ▪ Please describe your culinary education or training and/or business education or training as it relates to this role.
<p>4</p>	<p>Business Plan</p>	<ul style="list-style-type: none"> ▪ Executive Summary – Submit a summary of your vision and mission for the Seacrest Boathouse Food Concessions. ▪ Industry Analysis <ul style="list-style-type: none"> ○ Target market – who are you marketing to? ○ Location analysis – determination of what target market wants at this beach location. ○ Competitive analysis – looking at surrounding businesses to determine if your business would be competitive. ○ Adjusting plan in winter – how will you adjust operations from November – March? What can you offer to be a viable concessionaire in colder months? ▪ Marketing Plan – Include plans for grand opening, signage, changes to winter menu, social media, and overall communications to the community. ▪ Operations Plan <ul style="list-style-type: none"> ○ Staffing plan <ul style="list-style-type: none"> ▪ Positions ▪ Salary ▪ Recruitment ▪ Hiring criteria/desired qualifications ▪ Uniform policy/plan – provide examples ▪ Training plan ○ Customer service policy and procedures ○ Debit/Credit transactions ○ Inventory tracking method ○ Hours of operation ○ Maintenance plan ▪ Financial Analysis <ul style="list-style-type: none"> ○ Investment plan ○ Projected Profit and Loss (P&L) statement ○ Break-even analysis ○ Expected cash flow ○ Annual amount proposed to be paid to SPR

5	Menu and Pricing	<ul style="list-style-type: none"> ▪ List of proposed food items <ul style="list-style-type: none"> ○ Price ○ Brief description ○ Healthy food choice ○ Serving sizes ○ Offered year-round or seasonally ○ Offered Breakfast, Lunch, Dinner, or all-hours menu
6	Food Concession Floor Plan and Improvements	<ul style="list-style-type: none"> ▪ Drawing of the Restaurant Floor Plan <ul style="list-style-type: none"> ○ Service area ○ Kitchen area ▪ Improvements <ul style="list-style-type: none"> ○ Prior to opening ○ Future plans and timelines (not required)
7	Alignment with SPR Mission and Values	How does your business align with SPR's vision, mission and core values listed above?
8	References	Provide prior experience, business and credit references. Minimum qualifications are three (3) years of experience as an owner, operator, and/or manager of a business or similar operation. Three (3) business, three (3) credit, and (3) purveyor references.

7. SELECTION PROCESS

INITIAL SCREENING

SPR staff will conduct an initial screening of all RFP Proposals. The initial screening will check to determine that the proposals submitted follows the required format, instructions, meets or exceeds the minimum qualifications, and all required information, forms, and/or documents are submitted. All RFP Proposals that pass the initial screening will move forward to be reviewed by the RFP review committee.

RFP REVIEW COMMITTEE

A diverse panel will review the qualified proposals submitted for the RFP. The review committee will score the proposals, determine the highest qualified proposal, may interview the proposers if interviews are necessary, and make a final recommendation to the Superintendent regarding the award.

PROPOSAL EVALUATION

The review committee will evaluate proposals using a scoring rubric. Points have been assigned to each category as seen below. Proposals will be evaluated, scored, and ranked by the review committee utilizing this point structure.

Category	Points
Minimum Qualifications Met	10
Financial History of Business – ability to pay fees, maintain operations, staffing, insurance, debit/credit and cash transactions	40
Business Plan for Seacrest Boathouse operations– marketing, mission alignment	40
Menu and Pricing – quality, value, and healthy food options	30
Total	120

INTERVIEWS

SPR may interview top-ranking proposers with the review committee. If interviews are conducted, ranking of proposals shall be determined by SPR, using the combined results of interviews and written answers submitted. Proposers invited to the interview are to bring the assigned key person(s) named in the written proposal. A key person is an owner, founder or employee whose knowledge or skills are crucial to the company’s growth. The proposer shall not bring individuals who do not work for the proposer without advanced authorization by the RFP contact.

REFERENCES

SPR may contact one or more references. SPR may use references named or not named by the proposer.

SELECTION

SPR shall select the highest ranked proposal for award from the written proposals and the interview (if applicable). SPR reserves the right to make a final selection based on the combined results and/or the consensus of the review committee, or to make no selection.

REQUISITE SUBMISSIONS

A successful proposer must plan on providing the following documents to SPR prior to signing the contract:

1. A copy of a current City of Seattle Business license.
2. A copy of a current King County Public Health license.
3. Acceptable proof of insurance approved by City of Seattle Risk Management department. Insurance is required before occupancy or development can begin.
4. Payment of the required concessionaire security deposit to SPR. Payments may only be made by Cashier’s Check; no personal checks will be accepted.
5. Additional documentation may be required based on contracted operation and awarded proposer.

AGREEMENT NEGOTIATIONS

SPR cannot modify agreement provisions mandated by Federal, State, or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

RIGHT TO AWARD TO NEXT RANKED PROPOSER

If an agreement is executed resulting from this solicitation and is terminated within ninety (90) days, SPR may return to this RFP process to award the next highest ranked responsive proposer by mutual agreement with such proposer. New awards thereafter are also extended this right.

REPEAT OF EVALUATION

If no proposer is selected at the conclusion of the process, SPR may return to any step in the process to repeat the evaluation with those proposals active at that step. SPR shall then sequentially step through all remaining steps as if conducting a new evaluation process. SPR reserves the right to terminate the process if no proposals meet its requirements.

SPR RIGHTS RESERVED

SPR reserves the right to reject all proposals and to re-advertise if desired. Any proposal which is incomplete, conditional, obscure, or which contains additions or deletions not called for, or includes irregularities of any kind, may be rejected. Protests regarding the City's decision of a respondent's qualification status shall be handled as outlined in the Protest Procedure section below.

SPR has the right to select portions of proposals for further negotiation.

8. AWARD & AGREEMENT EXECUTION

NOTIFICATION and INSTRUCTIONS TO THE SUCCESSFUL PROPOSER

The RFP contact will notify all proposers of the Superintendent's decision as indicated in the timeline above. All letters of notification will be emailed to the individual identified in the proposer's application.

The successful proposer will receive an intent to award letter from the RFP contact after award decisions are made by SPR. The letter will include instructions on what the process, including negotiations, will include prior to the execution of an agreement.

SAMPLE CONTRACT

SPR concessions contracts for facilities across the City can be found online at <https://coscontractsearchportal.masterworkslive.com/>. Similar recent concessions contracts to review include the contract for the Magnuson Brewery, Golden Gardens Bathhouse Concession Stand, and Green Lake Pitch and Putt. These are contracts executed for specific business operations in a specific location. The contract for the Seacrest Boathouse will be written and executed specifically for the work to be completed at this location. The above contracts are only examples and will not be the final contract signed for this operation and property.

AGREEMENT NEGOTIATION, CONTRACT & CITY ORDINANCE

Upon being awarded the contract SPR and the selected proposer will begin the contract negotiations. SPR will draft a contract to be used as a starting point for dialogue between the City and awarded proposer.

Once both parties are in agreement the final draft will be presented to Seattle City Council and the City Council must authorize such by City Ordinance. The City cannot modify contract provisions mandated by applicable federal, State or City law. The City does not intend on engaging in lengthy negotiations and will require the finalization of a Contract to reflect the scope, requirements, and terms set forth in this RFP.

INSURANCE REQUIREMENTS

The successful proposer(s) will be required to maintain insurance at their cost. The insurance must meet the requirements of the City's risk management department, which may depend on

the nature of the use and activities. It is anticipated that the successful proposer(s) will be required to secure Commercial General Liability Insurance (CLI) coverages with minimum general liability limits of \$2,000,000 per occurrence, which may be satisfied with primary CGL insurance limits or any combination of primary and excess/umbrella limits. The City must be named as additional insured on all liability policies and proposer's insurance shall be primary irrespective of any insurance coverage maintained by the City. Additional insurance requirements may include Automobile Liability insurance at least as broad as ISO CA 00 01 with minimum limit of \$1,000,000; Workers' Compensation insurance.

PROTEST PROCEDURE

Any proposer wishing to protest or challenge the Superintendent's determination must do so within seven (7) calendar days of the notification of selection announcement. The basis for a protest shall be limited to claims of material deviation from the RFP or claims of bias.

All protests must be in writing and signed by the protesting party or its authorized agent(s). Such protest must state all facts and arguments on which the protesting party is relying on for its protest. Copies of all protests should be emailed to the RFP contract within seven (7) days of notification of the selection. The RFP contact will distribute any protest to SPR leadership within 24 hours of delivery. A proposer(s)' failure to submit a timely notice of appeal constitutes proposer(s)'waiver of all rights to challenge the evaluation and selection.

The Superintendent will review the RFP review committee recommendations and the arguments posed in the protest. The Superintendent will render a written decision within thirty (30) business days after the receipt of the protest, unless additional time is required, in which case, the protesting party will be notified of the delay by the Superintendent's Office. **The decision of the Superintendent will be final.**

LIMITED DEBRIEFS

SPR issues results and award decisions to all proposers. SPR provides debriefing on a limited basis for the purpose of allowing proposers to understand how they may improve in future opportunities.

9. APPENDICIES

APPENDIX A: MAP OF SEACREST BOATHOUSE FACILITY AND IMAGES OF PREMISES

APPENDIX B: SAMPLE INSURANCE

APPENDIX C: SIGNATURE PAGE

APPENDIX A: MAP OF SEACREST BOATHOUSE FACILITY & PROPERTY



Figure 1 - Exterior Looking North



Figure 2 - From Dock looking West



Figure 3 - View of Surrounding Docks



Figure 4 - Front Service Counter



Figure 5 - Kitchen



Figure 6 - Rear Service Counter Bar



Figure 7 - Dining Room Facing East



Figure 8 - Outdoor Patio (Not exclusive to concessionaire)



Figure 9 - Outdoor Patio (Not exclusive to concessionaire)



Figure 10 - Kayak and Bike Rentals Exterior



Figure 11 - Kayak and Bike Rentals Interior



Figure 11 - Watercraft launch area

APPENDIX B: SAMPLE INSURANCE

Note: additional insurance for Capital Improvement may be required during construction.

1. Insurance. (note: coverage and limits will be assessed on a case-by-case basis)

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Commencement Date, Lessee shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Lease Term, minimum insurance as specified below:

1.1.1 Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk (elderly or minor community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

\$2,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$ 100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.2. Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.? (Note - Additional insurance as necessary per tenant's operations.)

1.1.3. Workers' Compensation securing Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall certify that qualification by a letter that is signed by a corporate officer of Lessee and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

1.1.4 Property Insurance under which the Premises, the existing building (note: if tenant is leasing the whole structure/building The City may require they carry insurance on the structure), furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Lessee makes to the building and Premises, are insured throughout the Lease Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Lessee's business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.

1.2 General Requirements Regarding Lessee's Insurance.

1.2.1 The insurance required by Subsections 1.1.1 and 1.1.2, applicable insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.2 shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Lessee's insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days' prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A-: V or higher in the then-current 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.

1.2.3 Any deductible or self-insured retention in excess of \$20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Lessee.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Lessee.

1.3.1 On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the "Separation of Insureds" or "Severability of Interests" clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1, Lessee may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Lessee or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the tenant, whether those limits are primary, excess, contingent or otherwise. Tenant expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

1.5 Reconstruction Following Loss. Lessee shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Lessee made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.

1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Lessee except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Lessee's negligence and to which Lessee's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Lessee's negligence, Lessee agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Lessee and Lessee's insurer(s) shall waive subrogation for damage to or destruction of Lessee's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Lessee's aforesaid property attributable to City's negligence, City agrees to reimburse Lessee for the amount of its property insurance deductible up to \$100,000.

1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Lessee.

1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Lease, Lessee may condition such use on receipt of

evidence that such user maintains reasonably adequate commercial general liability insurance, listing Lessee as an additional insured on such policies. City waives, as between City and Lessee, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

1.9 (Note: this may not be the case if the City chooses to have the tenant carry the property (structure/building) insurance) City Insurance. City shall, at its sole cost and expense, maintain property insurance under which the Premises, the existing building, furniture, fixtures, equipment and inventory and all alterations, additions and improvements that Lessee makes to the building and Premises, are insured throughout the Lease Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) [intentionally omitted]; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content.

APPENDIX C: SIGNATURE PAGE

Proposal Signature: Please include the following template on your proposal to formalize the submission. Any proposal without a signed proposal submission will be deemed incomplete and ineligible for consideration.

I, the undersigned, attest to the accuracy and intent of the information presented herein.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

ORGANIZATION OR COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

DATE: _____

Please be certain to provide complete contact information and sign the proposal.

THIS IS THE END OF THE RFP PACKAGE.