

Parks and Recreation Department
650 Shell Boulevard
Foster City, CA 94404

October 1, 2019

SUBJECT: Request for Proposals – KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS AT BAYWINDS PARK

Dear Contractor,

You are invited to submit a proposal to be granted exclusive right as a single vendor to provide Kiteboard Lessons, Retail, Rental and Demonstrations at Baywinds Park, Foster City, as outlined and delineated on the enclosed Scope of Services. Proposals are due to the Recreation Center, 650 Shell Boulevard, Foster City, CA 94404, **before 4:00 PM on Thursday, October 17, 2019.**

CONTRACT

The concession agreement grants the **exclusive right to a single vendor** to use the Baywinds Park premises for Kiteboard Lessons, Retail, Rental and Demonstrations for the general public during the contract term. The proposed contract period shall be from December 1, 2019 through December 31, 2021 with optional extensions through December 31, 2023.

The successful proposer will be required to enter into and abide by the terms of the City's Concession Agreement to provide Kiteboard Lessons, Retail, Rental and Demonstrations including all insurance requirements. A draft of this document is included as an attachment to the Request for Proposals.

PROPOSALS

Each proposer must submit two (2) copies of the completed Proposer Response Form. Proposers may optionally submit an additional cover letter of up to one page with supplemental information relevant to their proposal.

Proposals will be evaluated based on the information outlined in this Request for Proposals. Financial terms alone will not be the sole determining factor in the selection of the concessionaire. The City will evaluate qualifications and references and may conduct interviews with the proposers to provide an opportunity for proposers to demonstrate their qualifications for the proposed services. From these processes, the City will select a concessionaire and negotiate final terms. The terms in the Request for Proposals with modifications based on Proposer's submittal, will be incorporated into the exhibits of the final agreement with the successful proposer.

The concessionaire must be ready to execute an Agreement to provide Kiteboard Lessons, Retail, Rental and Demonstrations at Baywinds Park within ten (10) days of award of the contract.

REQUESTS FOR ADDITIONAL INFORMATION

The City reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The City may require a proposer's representative to answer questions during the evaluation process with regard to the proposal. Failure of a proposer to demonstrate that the claims made in its proposal are accurate may be sufficient cause for deeming a proposal non-responsive.

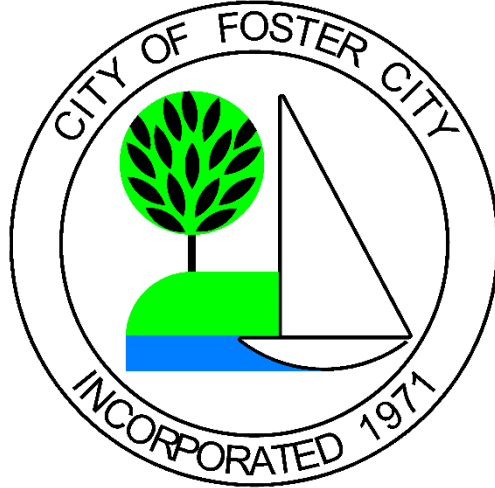
Sincerely,

Tiffany Oren
Recreation Manager

Enclosures:

- (1) Request for Proposals
- (2) Concession Agreement for Kiteboard Lessons, Retail, Rental and Demonstrations (draft)
- (3) Proposer Response Form

COUNTY OF SAN MATEO, CALIFORNIA



PARKS AND RECREATION DEPARTMENT

Request for Proposals:
KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS AT BAYWINDS PARK

Bids Due:
October 17, 2019 before 4:00 PM
650 Shell Boulevard, Foster City

**CITY OF FOSTER CITY
REQUEST FOR PROPOSALS
KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS AT
BAYWINDS PARK**

The concession agreement grants **exclusive right to a single vendor** to use the Baywinds Park premises for the purpose of kiteboard lessons, retail, rental and demonstrations during the contract term. CONCESSIONAIRE shall provide materials and staff to provide the service and shall pay to CITY an annual concession fee and monthly use fee.

1. Scope of Deliverables:

- a. Location and Equipment. CONCESSIONAIRE shall operate a concession at the area, Baywinds Park Windsurf/Kiteboard area, (the "premises") designated. CONCESSIONAIRE shall provide all materials and equipment necessary to operate the concession at the premises.

2. Scope of Services:

- a. Purpose; Days and Hours; Operation. The premises shall be used by CONCESSIONAIRE only for the purpose of kiteboard lessons, retail, and rental, as well as instructional clinics and equipment demonstrations to the general public. The East 3rd Avenue concession shall be operated March 15 through November 15, averaging 6 days/week, from 1:00 PM to 7:00 PM, weather permitting, and at CONCESSIONAIRE's election on all other days and by appointment. CONCESSIONAIRE may close operations during adverse weather or other adverse operating conditions. CONCESSIONAIRE will vacate the premises when requested by the CITY/DISTRICT for major events or for required maintenance as determined by the CITY/DISTRICT.

CONCESSIONAIRE expressly agrees at all times during the term of this Agreement, at its own cost and expense, to maintain and operate the concession in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind and in compliance with any and all present and future laws, general rules or regulations of any governmental authority now or at any time during the term of this Agreement in force relating to public health, safety or welfare. CONCESSIONAIRE shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies or departments of officers thereof, and this Agreement is expressly subject to present and future regulations and policies of the CITY/DISTRICT. CONCESSIONAIRE shall remedy without delay any defective or dangerous conditions. No alcoholic beverage (including beer and wine) or goods, merchandise or material that are in any way explosive or hazardous shall be sold, kept or stored on the premises. No offensive or dangerous activity shall be carried on or permitted on the premises.

- b. Promotional Materials. CONCESSIONAIRE shall supply CITY/DISTRICT with copies of all promotional materials at least ten days prior to use thereof for its reasonable approval.
- c. Parking. CONCESSIONAIRE shall park vehicles in areas designated by the CITY/DISTRICT. Employees and customers shall be directed by CONCESSIONAIRE to park in designated legal parking spaces. All regulations governing controlled parking spaces and fire lanes shall be observed.
- d. Taxes. CONCESSIONAIRE shall pay when due all taxes levied on personal property on the premises and shall pay any possessory interest tax that may be levied in connection with use of the premises, CONCESSIONAIRE agreeing to indemnify and save CITY/DISTRICT harmless from all such taxes.
- e. Condition of Premises. CONCESSIONAIRE agrees to accept the premises and any improvements thereon in the existing condition, "as-is." CITY/DISTRICT shall not be obligated to make any alterations, additions, improvements or repairs to the premises.
- f. Personnel. CONCESSIONAIRE shall keep the CITY/DISTRICT advised, in writing, of the names, mailing addresses, and phone numbers of all of its employees and/or volunteers engaged in operating the concession at the premises. All employees shall be at least 16 years of age and fully trained and qualified to perform duties assigned to them. Volunteers who are age 15 and under shall be accompanied by an adult while on the premises. Employees and/or volunteers shall be recognizable as employees/volunteers of the concession.
- g. Quality of Service; Rates and Charges. CONCESSIONAIRE agrees that it will maintain a high standard of service. Products sold and service rendered shall be of good quality and that the service shall be prompt, clean, courteous and efficient.
- h. Park Inspection and Maintenance. CITY/DISTRICT reserves the right of entry upon the premises at all reasonable times for inspection purposes and to do any and all work of any nature necessary for maintenance and operation of park in which the premises are located. CONCESSIONAIRE shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that CITY/DISTRICT may proceed expeditiously. CITY/DISTRICT shall coordinate with CONCESSIONAIRE in an attempt to cause a minimum of interference with CONCESSIONAIRE's activities.

3. Project Schedule

- a. Term. The initial term of the Agreement shall commence December 1, 2019 and expire on December 31, 2021.

- b. Term Extensions. The contract term may be renewed at the CITY's sole option for up to two (2) one-year (12 months) increments. Within six (6) months of the expiration of the current term of the agreement, but not less than two (2) months before the expiration, CITY may exercise its option to extend the term, should an option remain, by notifying the CONCESSIONAIRE in writing.

4. Fees and Payments

- a. Concession Fee. CONCESSIONAIRE shall pay the CITY/DISTRICT, without demand, the agreed upon concession fee prior to the start of each annual season and before trailer placement.
- b. Monthly Fee. CONCESSIONAIRE shall pay the CITY/DISTRICT the agreed upon monthly fee during the windsurf/kiteboard season from March through November. The monthly fee is due to the Recreation Manager by the 15th of each month.
- c. Records; Inspection. CONCESSIONAIRE shall keep true and complete books and records showing all of concession business transactions separately from any other business of CONCESSIONAIRE, in a manner reasonably acceptable to the CITY/DISTRICT. CONCESSIONAIRE shall preserve all such records for at least three years following the date of the last transaction recorded therein. CITY/DISTRICT shall have the right through its representatives, at all reasonable times, to inspect such books and records, including State of California Sales Tax and Federal Income Tax return. CITY/DISTRICT shall also have the right to examine all books and records at any time during the one-year period following the termination of this Agreement. CONCESSIONAIRE agrees that as part of his record keeping activity he shall:
 - (a) Record all purchases on the register showing a digital read-out of the total sale amount to the customer at the time of the sales transaction.
 - (b) Supply detail register tapes of daily sales transactions upon request for review at any time.
 - (c) Utilize a separate deposit bank account for all receipts from the premises prior to transfer thereof to any other depository.
- d. Project Payment Schedule.
 - (a) CONCESSIONAIRE shall annually on December 1st pay the CITY, without demand, a concession fee of \$1,000 prior to the Kiteboarding Season.
 - (b) By the 15th of each month, CONCESSIONAIRE shall pay the CITY, without demand, a monthly \$500 use fee for each prior calendar month.

5. Other Terms and Conditions

- a. Agreement. The Concession Agreement will be entered within ten days following notification of such award (via City Clerk's office).

- b. Business License. A current business license is required to operate a concession in the City of Foster City.
- c. Signs. CITY/DISTRICT reserves the right to approve or deny all signs proposed to be placed on the premises. All signs must comply with City's sign ordinance (FCMC 15.12.160). The following will NOT be allowed:
- (a) Signs that flash, blink or reflect light by means of a glossy, polished, or mirrored surface;
 - (b) Searchlights, open flames, balloons, banners pennants and loudspeakers used to call attention to a product, service or property;
 - (c) Signs placed on, affixed to, or erected on or over public property, rights-of-way, or waterways;
 - (d) Signs that identify or advertise a product or service not available on the premises;
 - (e) Signs erected on roofs or above the first story of multistory buildings;
 - (f) Signs facing directly on residential property;
 - (g) Internally illuminated signs with a directly exposed neon tube;
 - (h) Externally illuminated signs where the source of light is directly visible to pedestrians or vehicular traffic;
 - (i) Signs that emit or reflect light by means of direct fluorescence, phosphorescence or "day-glow" colors;
 - (j) Signs facing on a freeway except secondary frontage commercial business identification signs to designate the name of the business;
 - (k) Signs that obstruct the visual lines of sight at corners or intersections for drivers of motor vehicles;
 - (l) Signs that obstruct the free use of any exit, entrance, window vent, emergency access, fire lane or standpipe;
 - (m) Signs that may interfere with, obstruct, confuse or mislead traffic;
 - (n) Signs that exhibit undue glare;
 - (o) Signs placed or displayed on vehicles parked primarily for the purpose of displaying the sign;
 - (p) Sandwich board "A" frame sign or other portable sign;
 - (q) Signs that utilizes visible guy wires, angle irons or iron frame structures;
 - (r) Changeable copy signs;
 - (s) Signs nailed, tacked or otherwise affixed to trees or other vegetation;
 - (t) Signs consisting of several sheets of paper connected together by perforations, tape, staples or any other means;
 - (u) Any other signs not specifically allowed in the Municipal Code; however, nothing in this chapter shall be construed to prohibit any sign, notice or advertisement required by law.
- d. Onsite Storage. One trailer location for onsite storage has been approved by the City. Advance notice to the Recreation Manager by March 1 each year is required in order to go through the InterDepartmental Evaluation Committee (IDEC) process

to have any new location approved. Trailers may be in place from March 1 to November 30. Any graffiti that occurs during the time the trailer is on site must be removed within 48 hours.

- e. Demonstrations and Events. Demonstrations and events may be coordinated at the premises on the condition that they do not interfere with concession operations and that they are arranged no less than seven business days in advance with the Parks and Recreation Department. The permit fee for a demonstration or event is \$200 per day. CONCESSIONAIRE may coordinate a demonstration with an existing concessionaire under the concessionaire's liability insurance, which requires the concessionaire to complete an Agreement for Recreation Services, Park Permit Application, and payment. Those not coordinating a demonstration through an existing concessionaire must contact the Parks and Recreation Department for: Agreement for Recreation Services; Park Permit Application; proper liability insurance coverage requirements; and payment.

Attachments:

- Exhibit A – Draft Concession Agreement For Kiteboard Lessons, Retail, Rental And Demonstrations

CONCESSIONS AGREEMENT
FOR
KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS
AT BAYWINDS PARK

This Agreement is made and entered into as of the ____ day of _____, 2019 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONCESSIONAIRE".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CONCESSIONAIRE engaged CITY for authorization to operate a concession at Baywinds Park Avenue;
- B. That CONCESSIONAIRE is qualified to operate the concession;
- C. That the CITY and CONCESSIONAIRE wish to enter into an agreement upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONCESSIONAIRE under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONCESSIONAIRE under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by CONCESSIONAIRE, whichever date shall first occur.
(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CONCESSIONAIRE shall compensate CITY in an amount fully described in Exhibit B attached hereto and by this reference incorporated herein.
4. Records. CONCESSIONAIRE shall keep and maintain accurate records of its gross receipts. Said records shall be available to CITY for review and copying during regular business hours at CONCESSIONAIRE's place of business or as otherwise agreed upon by the parties.
5. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
6. Relationship of Parties. It is understood that the relationship of CONCESSIONAIRE to the CITY is that of an independent contractor and all persons working for or under the direction of CONCESSIONAIRE are its agents or employees and not agents or employees of the CITY.
7. Schedule. CONCESSIONAIRE shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions or deviations from the schedule as needed to account for unavoidable circumstances; provided, however, that CONCESSIONAIRE obtains authorization from the CITY.
8. Indemnity. To the fullest extent allowed by law, CONCESSIONAIRE hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONCESSIONAIRE, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONCESSIONAIRE to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONCESSIONAIRE to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONCESSIONAIRE's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

9. Insurance. CONCESSIONAIRE shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to CONCESSIONAIRE's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONCESSIONAIRE's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONCESSIONAIRE agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by

CONCESSIONAIRE shall agree to be bound to CONCESSIONAIRE and CITY in the same manner and to the same extent as CONCESSIONAIRE is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONCESSIONAIRE shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONCESSIONAIRE shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, CONCESSIONAIRE must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under CONCESSIONAIRE's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONCESSIONAIRE's insurance and not contributory with it. CONCESSIONAIRE and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONCESSIONAIRE/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONCESSIONAIRE and CITY in the same manner and to the same extent as CONCESSIONAIRE is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONCESSIONAIRE shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONCESSIONAIRE fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONCESSIONAIRE.

10. WORKERS' COMPENSATION. CONCESSIONAIRE certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONCESSIONAIRE certifies that it will comply with such provisions before commencing the performance of the work of this agreement.
11. NON-DISCRIMINATION. The CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONCESSIONAIRE will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONCESSIONAIRE shall at all times be in compliance with the

requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONCESSIONAIRE agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

12. Notice. All notices required by this Agreement shall be given to the CITY and CONCESSIONAIRE in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Tiffany Oren, Recreation Manager

CONCESSIONAIRE: Name _____
Address _____
City, State, Zip _____
Attention: _____
Email Address: _____

13. Non-Assignment. This Agreement is not assignable either in whole or in part.
14. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
15. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
16. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
17. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

18. Entire Agreement. This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated:

Sam Hindi, Mayor

ATTEST:

Dated:

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated:

Jean Savaree, City Attorney

CONCESSIONAIRE

Dated:

Type Name & Title of CONCESSIONAIRE
Authorized to Sign

EXHIBIT A

SCOPE OF WORK and SCHEDULE
FOR
KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS AT
BAYWINDS PARK

Scope of Deliverables:

Scope of Services:

Project Schedule:

EXHIBIT B

CONCESSIONAIRE'S FEES and PAYMENT MILESTONES

Summary:

Project Payment Schedule:

EXHIBIT C
ADDITIONAL TERMS and CONDITIONS

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of Foster City/Estero Municipal Improvement District (CITY)**
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

Exhibit E
SPECIAL TERMS and CONDITIONS

**CITY OF FOSTER CITY
PROPOSER RESPONSE FORM
KITEBOARD LESSONS, RETAIL, RENTAL AND DEMONSTRATIONS AT BAYWINDS PARK**

SECTION 1: Contact Information

Organization Name: _____
Contact Name: _____
Address: _____
Phone #: _____
Email: _____

SECTION 2: Addenda

I acknowledge receipt of the following addenda:

Addenda Number	Date

SECTION 3: Qualifications

Organization Experience, Qualifications, Reputation, Service Capabilities and Quality Related to Kiteboard Concession Operations: _____

Description of Team to Provide Kiteboard Concession Oversight

Name	Title/Role with Organization	Proposed Role with Kiteboard Concession Operation

SECTION 4: Conflict of Interest

By checking this box, we confirm that this engagement will not result in a conflict of interest for the organization or any of the team members.

SECTION 5: Proposal

The Request for Proposals outlines proposed terms for the concession agreement. Please enumerate exceptions to or alternative terms that you would propose:

Section	Accept RFP	Exceptions or Proposal Alternative Terms (add sheets if needed)
1a: Location and Equipment	<input type="checkbox"/>	
2a: Purpose, Days and Hours, Operation	<input type="checkbox"/>	
2b: Promotional Materials	<input type="checkbox"/>	
2c: Parking	<input type="checkbox"/>	
2d: Taxes		
2e: Condition of Premises	<input type="checkbox"/>	
2f: Personnel	<input type="checkbox"/>	
2g: Quality of Service, Rates and Charges	<input type="checkbox"/>	
2h: Park Inspection and Maintenance	<input type="checkbox"/>	
3a: Term	<input type="checkbox"/>	
3b: Term Extensions	<input type="checkbox"/>	
4a: Concession Fee	Insert amount not less than \$1,000	
4b: Monthly Fee	Insert amount not less than \$500	
4c: Records; Inspection	<input type="checkbox"/>	
4d: Project Payment Schedule	<input type="checkbox"/>	
5a: Agreement	<input type="checkbox"/>	
5b: Business License	<input type="checkbox"/>	

Section	Accept RFP	Exceptions or Proposal Alternative Terms (add sheets if needed)
5c: Signs	<input type="checkbox"/>	
5d: Onsite Storage	<input type="checkbox"/>	
5e: Demonstrations and Events	<input type="checkbox"/>	
Exhibit A: Draft Concession Agreement	<input type="checkbox"/>	
Other Proposed Terms Not Contained in RFP	<input type="checkbox"/>	

SECTION 6: Submittal guidelines

Submit two (2) hard copies of this proposal form and optional one-page cover letter by **4 PM on Thursday, October 17, 2019** to:

**Recreation Center
650 Shell Boulevard
Foster City, CA 94404**

Late proposals will not be considered.

By signing below I attest that the information contained in this proposal is true and correct.

SIGNATURE OF CONCESSIONAIRE AUTHORIZED TO SIGN AGREEMENTS

DATE

PRINT NAME AND TITLE