5

CITY OF SACRAMENTO

DEPARTMENT OF PARKS
AND COMMUNITY SERVICES
3520 FIFTH AVENUE SACRAMENTO, CALIFORNIA 95817
TELEPHONE (916) 449-5200

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

CITY MANAGER'S OFFICE
RECEIVED
OCT 10 1984

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

October 8, 1984

APPROVED
BY THE CITY COUNCIL
OCT 16 1984
OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Miller Park Food Concession Contract

SUMMARY

The contract for Miller Park Food Concession expires on December 31, 1984. This report: (1) requests authorization to call for bids relating to the food concession at Miller Park; (2) requests approval of the standards to determine the best responsible bidder.

BACKGROUND INFORMATION

The City of Sacramento's present contract with Joanna Harris for the Miller Park Food Concession will expire on December 31, 1984. Bid specifications for a new contract have been prepared with the appropriate resolution, and a copy is on file in the City Clerk's office.

Due to the planned expansion of the Miller Park Boat Harbor, a project which may affect the food concession's operations, it is not practicable to commit the City to a three year contract for the operation of the Miller Park Food Concession. Instead, terms of the proposed contract include a two-year term with the Director having the authorization to extend the term on a month-to-month basis not to exceed a total of 12 additional months. Additional terms include a minimum percentage of gross receipts of 15% and a minimum annual guarantee of $4,000.

In order to reach as many potential bidders as possible, an advertising campaign designed to encourage bids has been planned and will be implemented following City Council authorization to call for bids.

Concession selection standards have been identified and included as Attachment I in order to assist the concessionaire selection advisory committee in determining the "best responsible bidder" pursuant to the provisions of Chapter 12, Article III of the Sacramento City Code.

FINANCIAL DATA

The amount of revenue to the City is dependent upon the terms of the new contract. The existing contract provides 15% of the gross receipts from any activities under the contract. Revenue realized by the City for the first nine months of the present contract year is $1,388. The average amount of revenue to the City for the last five years has been $3,554 per year. Revenue is deposited in the General Fund.

The Miller Park Food Concession menu has not been revised in seven years. Consequently, the current menu prices are approximately 40% lower than the prices charged at the concession operations at other City sites and at comparable private sector food establishments. A requirement of the proposed contract is a revision of the menu with prices to reflect fair market values. It is expected that revenue to the City will increase by at least $2,000 per year; therefore, a $4,000 annual minimum guarantee and a 15% minimum percentage return to the City is required.

The Department proposes to charge a $15 non-refundable fee, including tax, for each bid specification packet in order to offset the costs associated with advertising the availability of and printing the bid specifications with the monies being deposited in the General Fund.

RECOMMENDATION

It is recommended that the City Council, by resolution:

1. approve the bid specifications for the Miller Park Food Concession;

2. authorize the City Manager to advertise for bids for the Miller Park Food Concession pursuant to the provisions of Chapter 12, Article III of the City Code.

3. approve a non-refundable fee of $15 for the bid specifications packet; and

4. approve the standards for selection of the best responsible bidder as presented in Attachment I.

Respectfully submitted,

ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:

WALTER J. SLIPE
City Manager

October 16, 1984
District 1

RPT:js

ATTACHMENT I

SELECTION CRITERIA

Standards to determinee "Best Responsible Bidder" as established by the City Council.

I. Bidder's Experience

A. Proven experience as a restaurant or concession manager as verified and supported by references, letters, and other supporting evidence. (Minimum of five years experience.)

B. Minimum of four business or professional references.

C. Proven ability to maintain compatible relations with both public agencies and the general public.

D. Demonstrated ability to operate a business on government property for the safety and convenience of the general public in the use and enjoyment of the general property, and operated in the best interests of the government and the public.

E. Proven ability to maintain necessary records for the operation of a concession.

II. Method of Operations

A. Ability to make an effort to constantly enhance services to the public.

B. Feasibility of new and compatible services proposed.

C. Quality of proposed equipment, inventory, and services.

D. Quantity of proposed equipment, inventory, and services.

E. Plans for advertising and promoting concession services.

III. Organization and Management Approach

A. Clear lines of responsibility so that City can rely on bidder to be responsive.

B. Adequacy of proposed staffing plan to provide quality services.

C. Qualifications and experience of key personnel assigned to sites.

IV. Proposed Contract Fee to City

A. Percentage return to City.

B. Dollar return to City.

C. Reasonableness of proposed rent.

V. Financial Responsibility

A. Demonstrated line of credit necessary to equip and operate the concession facilities.

B. Proposed method of financing.

C. Reasonableness of estimates of gross receipts and cash flow analysis.

5

RESOLUTION NO. 84-876

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION CALLING FOR SEALED OFFERS OR BIDS
RELATING TO MILLER PARK FOOD CONCESSION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The Sacramento City Council hereby invites and calls for sealed offers or bids for Miller Park Food Concession in accordance with the specifications entitled "Request for Proposal for Food Concession at Miller Park" Copies of the specifications are available in the office of the City Clerk, Room 203, 915 I Street, Sacramento, California 95814. Sealed offers or bids shall be submitted to the City Clerk no later than 10:30 a.m. November 13, 1984.

2. That the non-refundable fee of $15 for the bid specification packet is hereby approved.

3. That the standards of selection for the "best responsible bidder" are hereby approved.

4. The offers or bids will be opened on November 13, 1984 by the City Clerk in the Council Chambers, 915 I Street, Sacramento, California, at 10:30 a.m. or as soon thereafter as practicable.

5. The City Clerk shall publish this resolution in the official newspaper of the City once a week for two consecutive weeks.

MAYOR

ATTEST:

CITY CLERK

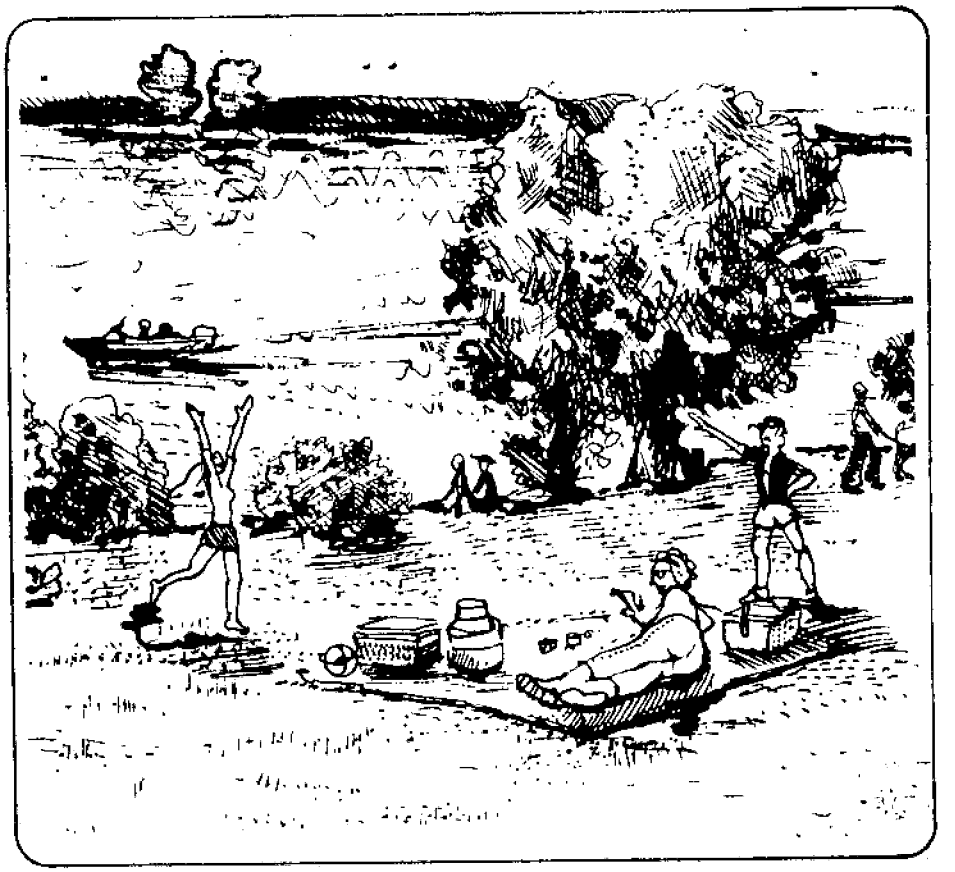
APPROVED
BY THE CITY COUNCIL

OFFICE OF THE
CITY CLERK

RECREATION DIVISION

REQUEST FOR PROPOSAL FOR FOOD CONCESSION

MILLER PARK



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SOLICITATION OF PROPOSALS

Dear Prospective Bidder:

Pursuant to Council resolution, the City of Sacramento is inviting sealed bids for the Food Concession at Miller Park in accordance with Chapter 12, Article III, of the Sacramento City Code. In soliciting bids, it is the intent of the City of Sacramento to provide the best possible food concession services to the public.

The award will be made to the best responsible bidder who, as determined by the City Council, will operate the concession consistently with the contract and in the best interests of both the City and the public. Bids will be evaluated by a concessionaire selection advisory committee. The evaluation process may include a personal interview. A pre-bid conference will be held on Tuesday, October 30, 1984, at 9:00 a.m., at the Department of Community Services, 3520 Fifth Avenue, Sacramento, California 95817.

Copies of the Request for Proposal are available for a non-refundable fee of $15.00, including tax, in the office of the City Clerk, Room 203, 915 I Street, Sacramento, California 95814. Sealed proposals shall be submitted to the office of the City Clerk no later than 10:30 a.m., Tuesday, November 13, 1984. Bids will not be accepted after this time. The bids will be opened on Tuesday, November 13, 1984, by the City Clerk, at 10:30 a.m. or as soon thereafter as practicable.

Questions regarding the request for proposal process should be addressed to Debra Small-Maier, Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817, (916) 449-5761.

Sincerely,

ROBERT P. THOMAS, Director
Parks and Community Services

RPT:jm

TABLE OF CONTENTS

SUMMARY AND TIME SCHEDULE

CITY OF SACRAMENTO
DEPARTMENT OF PARKS AND COMMUNITY SERVICES

MILLER PARK FOOD CONCESSION CONTRACT AT THE SNACK BAR

SUMMARY

The City of Sacramento, Department of Parks and Community Services, seeks to award a food concession contract at the snack bar in Miller Park. Concessionaire responsibilities to include, but not be limited to, providing quality food service to Miller Park patrons.

Following is a summary of the successful bidder requirements. Further information is provided in the Proposed Concession Contract section:

The successful bidder shall be required to:

1) Completely equip the concession at own expense.

2) Pay rent to the City as proposed.

3) Be open for business in accordance with the schedule included in the "Proposed Concession Contract" Section-Exhibit D. Closure permitted only with approval of the Director of Parks and Community Services, or his authorized representative during inclement weather.

4) Pay utilities as specified in the contract.

5) Conform to all provisions as contained in the contract.

Pre-Bid Conference

The City will hold a pre-bid conference at 9:00 a.m. on Tuesday, October 30, 1984, at the Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817.

Bidders must provide for their travel and related expenses in connection with the pre-bid conference.

Bid Submission Requirements

Sealed bids (original and four copies) must be submitted to the office of the City Clerk, 915 I Street, Room 203, Sacramento, California 95814, by 10:30 a.m. on Tuesday, November 13, 1984.

Bids should be submitted in the format outlined in the Bid Submission Requirements for Food Concession at Snack Bar in Miller Park section.

No bid will be accepted which contains as contract fees less than:

1) Fifteen percent (15%) of gross receipts from any activities under the contract.

2) A $4,000 minimum guarantee per contract year.

Concessionaire Selection Process

The selection process will include both an evaluation of the bids by a selection advisory committee and reference reviews. The process may also include an interview by the selection advisory committee. The Department reserves the right to seek supplementary information from any bidder at any time after official bid opening and before the award. Such information will be limited to clarification or amplification of material contained in the original bid.

Selection Criteria

Criteria used as a basis for evaluating proposals have been adopted by the City Council and are included in the Selection Criteria section of this document.

TENTATIVE SCHEDULE

October 17, 1984	Request for Proposal available to Public/Bid Period Open.
October 30, 1984	Pre-Bid Conference 9:00 a.m., Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817.
November 13, 1984	Bids due 10:30 a.m., Office of City Clerk, 915 I Street, Room 203, Sacramento, California 95814.
November 14 through November 29, 1984	Department review and determination of "best responsible" bidder. May include oral interviews.
December 11, 1984	City Council award of contact 7:30 p.m., Council Chamber, City Hall, 915 I Street, Sacramento, California 95814.
January 1, 1985	Contract effective.

GENERAL INFORMATION

GENERAL INFORMATION

The City of Sacramento Department of Parks and Community Services is responsible for administering the Parks Division. Sacramento's City park system, which encompasses approximately 2,000 acres, provides outstanding natural and developed park land for leisure relaxation and family enjoyment.

As the only City-owned regional river front park, the 57-acre Miller Park is widely recognized as a valuable community asset. The site, which includes the 20-acre Sacramento Boat Harbor, is of historical significance due to the role the rivers have played in Sacramento's evolution. Furthermore, the Sacramento waterfront has long been of notable economic and social significance given its proximity to both the central district and Old Sacramento and its excellent easy freeway access. Miller Park offers a multitude of recreational opportunities to both residents and tourists. The park contains ample picnicking facilities; and the abundance of large, mature shade trees are condusive to sedentary activities. The existence of softball and soccer fields, open play areas, a food concession, restrooms, and free parking all further contribute to opportunities for low or no-cost leisure relaxation and family enjoyment.

Most importantly, in a City known as the "River City," Miller Park affords numerous waterfront activities thereby eliminating the need for costly, time-consuming travel to distant waterways. Miller Park contains a courtesy launching ramp and is one of the most prolific fishing areas in Northern California. Miller Park is an extremely popular site for fishing. The fishing season, which typically extends from March through October, includes both a stripper and a salmon run. At the height of the season, not only is the riverbank alive with fishing enthusiasts, but the river itself boasts literally hundreds of boats. Annually, several fishing derbies are conducted at the park.

The Miller Park Food Concession is a snack bar type service. The concession, which is located on Harbor View Drive, in close proximity to the river front, restrooms, and softball field, has traditionally been open daily from mid-morning to late afternoon.

Miller Park has recently been master planned in preparation for expansion of the existing Boat Harbor. The Boat Harbor is successfully operated and maintained as an enterprise operation. The proposed project is a 282-berth expansion with on-shore support facilities including expanded parking, picnicking, bicycling, and restroom facilities. The planned expansion, which will encompass approximately seventeen acres of the existing park and dislocate the softball and soccer fields, will include both a harbor master's office and commercial space to serve the needs of the park users.

Construction, pending approval of a State construction loan, is tentatively scheduled to begin in March 1986 with an estimated completion date of September 1987. This 18-month period of construction is not expected to interfere with general park use or food concession operations. Presently, it would be premature to elaborate on either the scope or development of any new food service facilities, or to speculate on the eventual effect of development on the present food service concession operation.

The food service concession contract for which proposals are currently being solicited will be for a two-year term with the City having the option to renew on a month-to-month basis for up to, but not exceeding, an additional twelve months. Consequently, the addition of any food service facilities would in all likelihood not be completed during the term of this contract.

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

1. Bids for the Food Concession Contract at the Snack Bar in Miller Park shall be submitted in accordance with these specifications.

2. The attached "Proposed Contract for the Food Concession at the Snack Bar in Miller Park" identifies the basic form which the City proposes to use in granting the contract proposed to be entered into between the City and Concessionaire.

3. The City desires to grant a Food Concession Contract at the Miller Park Snack Bar named above in accordance with Chapter 12, Article III, of the Sacramento City Code for the provision of snack bar type food services.

4. Information relative to the financial experience of the present concessionaire is set forth as Item A entitled "Financial Experience." This is taken from information provided by the present concessionaire and no warranty, express or implied, is made as to its correctness or accuracy.

5. Included in this section, Item B, "Fixtures Belonging to the City," identifies property at the concession which is owned by the City; and Item C, "Property of the Concessionaire," identifies property at the concession which is owned by the current concessionaire. Bidders should take into account that concessionaires are required under the contract to furnish, at their expense, all equipment and fixtures necessary for the operation of the contract and to meet or exceed the minimum equipage requirements as set forth in the proposed contract.

6. The term of the contract shall commence on January 1, 1985, and terminate on December 31, 1986. However, the Director can authorize an extension on a month-to-month basis for up to, but not exceeding, twelve additional months.

7. The City Council reserves complete discretion to award the contract to the bidder it deems to be the best responsible bidder as defined in City Code Section 12.51 or, if the Council deems that the acceptance of any bid is not in the best interest of the City, to reject all bids as provided in Section 12.61 and proceed as provided in Section 12.61 or Section 12.62.

8. Item E sets forth the estimated possessory interest tax to the Concessionaire.

9. Item D sets forth the existing contract fee.

10. Item F sets forth the existing concession menu. Bidders should take into account that bid submission requirements include submittal of a proposed menu which shall provide quality food service to Miller Park patrons.

11. Pre-bid conference. Prospective bidders are invited to attend a pre-bid conference which will be held in the office of the Director of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817, on Tuesday, October 30, 1984, at 9:00 a.m. The subject of this conference

will be limited to clarifying, if necessary, the terms of the bid documents. Should a bidder find a discrepancy in or omission from the general terms and conditions or invitation to bid or if he/she should be in doubt as to their meaning, such matters should be presented at this conference in order that written clarification may be given to all eligible prospective bidders.

12. It is the responsibility of the bidders to familiarize themselves with the premises described in this proposal.

13. Bidders must submit a sealed original bid plus four copies and must clearly identify that their bid is for the "Food Concession at the Snack Bar in Miller Park."

A. FINANCIAL EXPERIENCE

Miller Park Food Concession

Contract Year	Month	Gross Sales	Fee*
1980	January	$ 802	$ 120
	February	1,022	153
	March	2,789	418
	April	3,560	534
	May	4,107	616
	June	3,777	566
	July	3,699	555
	August	3,971	596
	September	3,510	527
	October	2,187	330
	November	1,650	248
	December	894	134
	TOTAL	$31,968	$4,797
1981	January	$ 1,041	$ 156
	February	1,490	223
	March	3,356	353
	April	4,170	626
	May	5,175	776
	June	6,034	905
	July	3,781	567
	August	3,451	518
	September	2,977	447
	October	2,060	309
	November	1,205	181
	December	782	117
	TOTAL	$34,522	$5,178
1982	January	$ 511	$ 77
	February	988	150
	March	2,401	360
	April	3,201	482
	May	5,113	767
	June	4,733	710
	July	3,550	532
	August	4,136	620
	September	1,853	278
	October		
	November		
	December		
	TOTAL	$26,505	$3,976

A. FINANCIAL EXPERIENCE (Continued)

Contract Year	Month	Gross Sales	Fee*
1983	January	$ 428.30	$ 64.25
	February	677.75	101.66
	March	897.90	134.69
	April	1,040.36	156.05
	May	1,884.90	282.74
	June	2,645.60	396.84
	July	1,464.66	219.70
	August	1,612.11	241.82
	September	1,291.00	193.65
	October	1,318.33	197.75
	November	519.55	77.93
	December	439.40	65.91
	TOTAL	$14,219.86	$2,132.99
1984**	January	$ 615.55	$ 97.73
	February	807.36	121.11
	March	1,790.80	268.62
	April	1,605.65	240.85
	May	2,026.01	303.90
	June	1,954.70	293.21
	TOTAL	$8,800.07	$728.31

*Fee: 15% of Gross Sales
**Period covers first six months of contract year

B. FIXTURES BELONGING TO CITY WITHIN MILLER PARK CONCESSION BUILDING SNACK BAR

Hot water heater - electric

Building lighting

Kitchen sink

All building electrical and panel box

Exhaust fan

Portable sandwich work bar

Work counter and storage unit

Work counter and storage units attached to wall

24,000 BTU Gibson Air Conditioner

Wrought iron window covers

Wooden storage shelves

Two window shelves

C. PROPERTY OF CONCESSIONAIRE

MILLER PARK SANDWICH STAND CONCESSION BUILDING

Removal fixtures of present tenant:

Portable air conditioning and heating units

One snow cone machine

Three electrical menu display units

Two stools

One ice chest and stand

One cash register and stand

Two carbonated drink dispensers (leased from vendor)

Two deep freeze units

Two refrigerators

One automatic coffee maker

Two hot dog steamer units

One non-carbonated drink dispenser

All personal property of tenant including but not limited to napkin dispensers, sugar and cream dispensers, tools, and pots.

August 1984

D. EXISTING CONCESSION CONTRACT FEE

Fifteen percent (15%) of gross receipts from any activities under the contract.

E. ESTIMATED POSSESSORY INTEREST TAX TO CONCESSIONAIRE

The County of Sacramento Assessor's Office has prepared this preliminary evaluation of the possessory interest value on Miller Park Food Concession, APN 240-342-09.

Assumptions made in this valuation are as follows:

1. Term of possession - 2 years.
2. Contract rent to the City of Sacramento - $2,500 per year estimated.
3. Contract rent is economic with Lessee paying expenses.
4. Constant income premise used in valuation.

The Possessory Interest Value derived by capitalizing the income stream on the above basis is approximately $9,500.00. Taxes on this value at the prevailing rate would be approximately $114.00/year.

A thorough appraisal of the property rights will be made by the County of Sacramento's Assessor's Office after the contract has been awarded and the final terms are available. The value may be lower or higher depending on the level of economic rent and term of possession.

F. MILLER PARK SANDWICH STAND CONCESSION MENU*

Item	Size	Price (Exclusive of Sales Tax)
Peanuts	2 ozs.	$ .47
Corn Nuts		.71
Potato Chips	1-1/2 to 1-3/4 ozs.	.47
Pink Popcorn		.47
Cold Drinks, Carbonated	8 ozs.	.19
	14 ozs.	.47
	24 ozs.	.71
Milk	8 ozs.	.28
	14 ozs.	.57
Hot Chocolate	14 ozs.	.57
Tea, Iced or Hot	14 ozs.	.47

F. MILLER PARK SANDWICH STAND CONCESSION MENU* (Continued)

Item	Size	Price (Exclusive of Sales Tax)
Coffee	8 ozs.	$ .19
	14 ozs.	.47
Beer	12-oz. can	.52
	6-pack	2.83
Ice Cream Sandwich	5 fluid ozs.	.47
Ice Cream on a Stick	2-1/2 fluid ozs.	.24
Sundae Cup	5-1/2 ozs.	.47
Hot Dogs, Regular (Coast Sausage Skinless Franks or Equal, 8 to the Pound, on a 5-Inch Roll)	Each	.66
Hot Dogs, Regular with Cheese	Each	.80
Hot Dogs, Super (Coast Sausage Skinless Franks or Equal, 8 to the Pound, on an 8-Inch French Roll)	Each	1.04
Hot Dogs, Super with Cheese	Each	1.18
Ice	14 ozs.	.15
	7 lbs.	.50
Cold Sandwiches		
Cheese, on Bread		1.04
on Roll		1.18
Tuna Salad, on Bread		1.04
on Roll		1.18
Deviled Egg, on Bread		1.04
on Roll		1.18
Peanut Butter and Jelly, on Bread		1.04
on Roll		1.18

F. MILLER PARK SANDWICH STAND CONCESSION MENU* (Continued)

Item	Size	Price (Exclusive of Sales Tax)
Ham		$1.18
Bologna and Cheese, on Bread		1.04
on Roll		1.18
Salami		1.18
Tuna Salad and Deviled Egg		1.18
Deviled Egg and Cheddar Cheese		1.18
Ham and Cheese		1.18
Salami and Cheese		1.18
Liverwurst and Cheese (Joanna Special)		1.18
Salami, Bologna, and Cheese (Black Bart)		1.18
Tuna Salad, Deviled Egg, and Cheddar Cheese		1.32
Deviled Egg, Bologna, and Salami (Denver)		1.32

Sandwich Ingredients

Tuna - Any Major Brand

Cheese - Kraft Pre-cut Slices Pasteurized Process Swiss and American or Equal, 96 Slices per 5 Pounds

Pimento Cheese - Wisconsin Cheese or Equal

Ham - Armour or Equal

Salami - Armour or Equal

Bologna - Armour or Equal

Liverwurst - Armour or Equal

Eggs, Grade A, Large

*Last price increase May 1981.
Last menu revision occurred prior to 1978.

PROPOSED CONCESSION CONTRACT

CONTRACT FOR THE FOOD CONCESSION

AT THE SNACK BAR IN MILLER PARK IN THE CITY OF SACRAMENTO

Section 1. Award of Contract.

There is hereby granted by the CITY OF SACRAMENTO (hereinafter referred to as "City") to _____ (hereinafter referred to as "Concessionaire") the contract to operate the Food Concession at the Snack Bar in Miller Park in the facilities provided by the City. A description of said facilities and its location is set forth in Exhibit A attached hereto. Concessionaire will install all equipment and improvements necessary to provide quality food service to Miller Park patrons. This contract shall be subject to all the terms, conditions, and limitations specified hereinafter.

Section 2. Use of Demised Premises.

For the purpose of the operation of the above-described concessions, City hereby leases to Concessionaire the demised premises as shown on Exhibit A attached hereto and made a part hereof.

Section 3. Term and Non-exclusivity.

This contract shall be for a two-year term commencing on January 1, 1985, and terminating on December 31, 1986, subject to prior termination by the City in the event of breach of any of the terms or conditions of the contract; provided, however, City's Director of Parks and Community Services (hereinafter "Director") shall have the right to extend the term of this agreement on a month-to-month basis, not to exceed a total of twelve (12) additional months, by serving notice thereof to Concessionaire at least thirty (30) days before the expiration of this agreement on any extension thereof. If Director extends the

term of this agreement as provided herein, Concessionaire shall be required to perform in accordance with this agreement during such extended term. If the Concessionaire shall for any reason hold over beyond such term with the consent, express or implied, of City, such holding over shall be month-to-month only subject to the terms and conditions of this contract, but shall not be a renewal hereof, and the consideration to be paid shall be at the rates then prevailing under the terms of this contract.

This contract shall be non-exclusive in the sense the City expressly reserves the right to authorize the construction, lease, and contracting of other food-serving facilities in Miller Park, including but not limited to the construction of a new restaurant facility in Miller Park.

Section 4. Contract Fee.

a) Concessionaire shall pay to the City's Revenue Division, Room 104, City Hall, 915 I Street, Sacramento, California 95814, as a contract fee a percent or percentages of the gross receipts as defined in Section 5, from any activities under the contract in the following amounts:

_____ percent of gross receipts from any activities under the contract.

Concessionaire shall make payment thereof to the City's Revenue Division on or before the twentieth (20th) day of each month on the receipts received the preceding month.

b) Notwithstanding the provisions of Subsection a) herein above, Concessionaire shall pay to the City, as a guaranteed minimum concession fee, the following amount for each of the years comprising the term of this contract: $_____.

c) In the event the Director elects to authorize an extension of the term on a month-to-month basis, Concessionaire shall pay to the City, as a guaranteed minimum concession fee, the following amount, equivalent to one-twelfth of the annual guaranteed minimum concession fee, for each separate month comprising the extension of the term of this contract: $_____.

The gross receipts contract fee provided in Subsection a) and the annual guaranteed minimum concession fee provided in this Subsection b) shall be calculated separately for each of the years of the contract term, the first year to commence on the effective date of this contract and the subsequent year to commence on the anniversary of the effective date of the contract.

If, in the event of an extension of the term of this contract, the sum of the fees due and payable under the provisions of Subsection a) hereinbefore set forth for said period of extension are less than the guaranteed minimum concession fee for the same period, then an amount equal to the entire difference between the guaranteed minimum concession fee and the sum of the monthly gross receipts contract fees theretofore paid shall be paid by Concessionaire to the City's Revenue Division on or before the twentieth (20th) day of the month next succeeding the last month of the applicable extension of the term.

d) A late charge of five percent of the amount due shall be added to any amount which is not received by the City's Revenue Division, Room 104, City Hall, 915 I Street, Sacramento, Califoirnia 95814, on or before the date due.

Section 5. Gross Receipts Defined.

a) The term "gross receipts" as used in this contract is defined to be all money, cash, receipts, receivables, assets, property, or other things of value including, but not limited to the entire price charged for all merchandise sold and services provided, whether or not payment is made at the time of sale.

b) There shall be deducted from said gross receipts only the following:

1) Sales and excise taxes applicable thereto, required to be collected by the Concessionaire, his agents, or employees.

2) Federal, state, municipal, or other taxes collected from the consumers, but the amount of such taxes shall be shown on the books and records elsewhere herein required to be kept and maintained.

3) Sums refunded on a sale previously included in gross receipts.

Section 6. Waiver.

The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any sum due hereunder by City shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term, covenant, or condition of this contract, other than the failure of Concessionaire to pay the particular sum so accepted, regardless of City's knowledge of such prior existing breach at the time of acceptance of such sum.

Section 7. Taxes and Assessments.

Concessionaire shall pay, before delinquency, all lawful taxes, assessments, fees, or charges which at any time may be levied by the State of California, County of Sacramento, City, or any tax or assessment levying body upon any interest in this contract, or any possessory right which Concessionaire may have in or to premises covered hereby or improvements thereon by reason of his use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, licenses, and charges on goods, merchandise, fixtures, appliances, equipment owned or used by him in or about said premises.

Section 8. Indemnity and Hold Harmless.

Concessionaire shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Concessionaire whether within or without the scope of this contract, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include but, not be limited to, any attorney fees reasonably incurred by City.

Section 9. Insurance.

During the term of this contract, Concessionaire shall maintain in full force and effect at his own cost and expense the following insurance coverage:

a) Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employers's Liability coverage of at least $1,000,000 per occurrence. In the event the Concessionaire is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least $1,000,000 per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

b) General Liability Insurance.

The Concessionaire must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance
Broad Form Property Damage Liability
Personal Injury Liabilty
Products and Completed Operation Liability
Contractual Liability
Liquor Liability

The amount of the policy shall not be less than One Million Dollars ($1,000,000.00), Single Limit Per Occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

c) Certificate of Insurance.

The Concessionaire will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management Division, 5730 24th Street, Sacramento, California 95822, within fifteen (15) days of the execution of this Contract and prior to engaging in any operation or activity set forth in this Contract. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Contract without thirty (30) day's written notice to the City prior to the effective data of such cancellation or change in coverage.

Section 10. Performance Bonds.

Concessionaire shall obtain upon the effective date of this contract and continue in full force and effect during the term thereof a bond or bonds issued by a corporation or corporations, in form satisfactory to the City, in an aggregate amount of not less than $1,000, or shall deposit with City a non-interest

bearing cash deposit in the amount of $1,000, which bond or bonds or cash deposit shall guarantee and be conditioned upon the faithful performance of the contract by Concessionaire and his agents, contractors, and employees, and shall guarantee full and complete reimbursement to the City in the event of criminal or tortious appropriation by Concessionaire, or any of his agents, contractors, or employees, of monies or property belonging to the City and collected by, or under the control of, Concessionaire, or monies or property for which Concessionaire is accountable to City. The Concessionaire shall provide the City's Risk Management Division with a copy of said bond or bonds or proof of said cash deposit within fifteen (15) days of the execution of this contract and prior to engaging in any concession set forth in this contract.

Section 11. Maintenance and Inspection of Records.

a) Concessionaire shall at all times during the term of this contract, and for a period of three years thereafter, keep true, accurate, and complete financial records and accounts of its operations of the concession and such other financial or business records as may be required by the Director or authorized City representatives. The Director or authorized City representatives shall have the right at all times to examine and audit said records and accounts.

b) Concessionaire further agrees to furnish to the City's Revenue Division within twenty (20) days of the end of each monthly payment period, a report showing all gross receipts derived from the concession operation for that period.

c) Concessionaire shall also furnish the City's Department of Parks and Community Services with an annual statement of the gross receipts of the total concessions operations. The statement must detail the gross amount realized from each and every activity under the contract. The annual statement of gross

receipts shall be submitted on or before the fifteenth (15th) of April for the previous calendar year. All statements must be certified to by a Certified Public Accountant or Public Accountant of the State of California.

d) Concessionaire shall furnish to the City's Department of Parks and Community a copy of each and every sales tax return submitted to the State Board of Equalization during the term of the contract no later than thirty (30) days after the filing dates established by the State. Concessionaire shall also furnish a copy of each and every correspondence between Concessionaire and the State Board of Equalization during the term of the contract within thirty (30) days after the mailing.

e) Concessionaire further agrees to furnish to the City's Department of Parks and Community Services on or before the fifteenth (15th) of April, an annual financial statement for the previous calendar year. This statement must consist of a balance sheet and income statement covering the calendar year of the concession, which may not be the contract anniversary date. The statement must be prepared by the Certified Public Accountant or Public Accountant on their stationery for the Concessionaire and only include financial data for the concessions operation.

f) Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the Director, through which Concessionaire shall record all gross sales from the operation of the concession (and no others). Such machines shall be non-resetable and shall supply an accurate recording of all sales on tape and a receipt for each transaction. Concessionaire shall not purchase or install the machine before obtaining the Director's written approval of the specific equipment to be purchased. All such equipment shall have a customer display which is visible to the public. Concessionaire shall make such cash register tapes available to the City on request. In

addition, Concessionaire shall provide the City, upon request, with any other records bearing in any way upon the operation of the concession to assist City in determining the amount of gross receipts.

Section 12. City Provided Facilities and Services.

a) City shall provide the premises indicated on Exhibit A which Exhibit is attached hereto and by incorporation is made a part hereof.

b) City shall maintain all landscape and planted areas within and outside the demised premises.

c) City will furnish water and sewer service.

Section 13. Concessionaire Provided Facilities and Services.

a) Concessionaire shall maintain the concessioned premises open for business to the general public in accordance with a schedule provided by the Director of Parks and Community Services.

b) Concessionaire shall supply and have ready for sale each and every article authorized for sale by the Director in sufficient quantities to meet the customers' demands therefore. The menu items and prices shall be those set forth in Exhibit B until and unless changed pursuant to written authorization of the Director of Parks and Community Services.

c) Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of sale. Concessionaire shall post a sign, to be furnished by the Department, in a prominent position offering customer a refund upon demand if a receipt is not provided.

d) Concessionaire shall, at his expense, assure that the premises used for the operation of the concession and the areas immediately adjacent thereto, including an area at least fifteen (15) feet from the building, be kept in a

safe, clean, wholesome, and sanitary condition, and shall conduct the concession in such a way as to prevent the escape of debris from these activities or premises (see Exhibit A).

e) Concessionaire shall assume the responsibility and expense for all telephone service, electrical service, and disposal of garbage, refuse, and rubbish in connection with the activities incident to the concession's operation and deposited on the demised premises.

f) Concessionaire shall furnish, at his own expense, all supplies, equipment, and fixtures necessary for the operation of the concession.

g) Concessionaire shall promptly comply with written reasonable orders that may be issued from time to time by the Director as to matters concerning the operation of the concession as it may effect the best interests of the public using the Snack Bar in Miller Park including, but not limited to, the merchandise which may be sold, the sale price, the manner and hours of sale, and the cleanliness of the area.

h) Concessionaire shall have the responsibility for maintenance of the facilities used in connection with the concession except as otherwise expressly provided herein.

i) Concessionaire will not, in the operation of said concession, interfere in any way with the general or specific use of enjoyment of the said facility by the public.

j) It is understood and agreed Concessionaire is an independent contractor and neither he nor any of his agents or employees shall be considered for any purpose whatever to be employees of the City.

k) Concessionaire shall not engage in any other business or activity at the said premises not authorized under this contract or in the rules and regulations.

l) Concessionaire or his designated representative(s) shall, to the extent of his authority, maintain law and order around the demised premises at all times.

Section 14. Equal Rights.

a) Concessionaire agrees that he/she shall not make any discrimination, distinction, or restriction on account of sex, color, race, religion, ancestry, or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth hereat in full. Upon a final determination by a court of competent jurisdiction that the Concessionaire has violated said section, this contract may, at City's option, be deemed forfeited.

b) All provisions of Part 2.8 of Division 3, of Title 2 (Section 12900 through 12996) of the California Government Code (California Fair Employment and Housing Act) are hereby incorporated herein by reference as if set forth hereat in full. Upon any final determination by a commission or court of competent jurisdiction that the Concessionaire has violated any of said statutory provisions in the performance of this contract, this contract may, at City's options, be deemed forfeited.

Section 15. Non-Discrimination.

a) The Concessionaire shall not discriminate in the employment of persons because of race, color, national origin or ancestry, religion, sex, or age of such person.

b) Concessionaire shall make a concerted effort to employ a work force which is representative of the minority population of the City of Sacramento. Concessionaire shall meet with the Director of Parks and Community Services, or his designated representative, within fifteen (15) days after the award of the

contract and shall, within ninety (90) days after the said award, complete preparation of a plan to achieve a fully integrated work force, said plan to be acceptable to the Director of Parks and Community Services. City hereby furnishes Concessionaire with data from the 1980 Census relating to percentages of minority populations within the City of Sacramento (Exhibit C). The goals established in the plan of Concessionaire shall not be construed as "quotas" but are goals which Concessionaire will make a good faith effort to achieve. In the development of said plan, the Concessionaire and Director of Parks and Community Services shall be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246 adopted by the Office of Federal Contract Compliance and set forth in the Federal Register, Volume 35, Page 2586, February 5, 1970.

Concessionaire shall furnish a complete list of all employees designating their ethnicity to Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817, twice a calendar year. Said report shall be furnished no later than twenty (20) days after June 30 of each year for the previous six calendar months no later than twenty (20) days after December 31st of each year for the previous six calendar months.

City may terminate the contract for failure by the Concessionaire to demonstrate, without good cause as determined by the City Council, compliance with or substantial progress toward the goals set forth in Concessionaire's approved plan. Prior to any such termination, City shall give Concessionaire a notice of non-compliance and a sixty (60) day period thereafter within which to make progress, satisfactory to the City Council, toward compliance with the approved plan.

Section 16. Alterations and Repairs.

a) Concessionaire acknowledges that he has fully inspected the premises and accepts the same and the improvements thereon in their existing or planned condition and agrees that no demands for any alterations, additions, or repairs are to be made upon City.

b) Concessionaire shall not make, nor suffer to be made, any alterations of the facilities, or any part thereof, except movable furniture and trade fixtures, without the written consent of the City first obtained, and any additions to or alterations of, said facilities shall be at Concessionaire's expense, and shall become at once a part of the realty and belongs to the City. Concessionaire shall keep the facilities and the property in which they are situated free from any liens arising out of any work performed, material furnished, or obligations incurred.

c) Concessionaire shall cause to be repaired at his own expense any and all damage and injury to the property of City caused by him, his agents, or employees, or others who may be on the premises described herein at his invitation or the invitation of any one of them.

Section 17. Security Devices.

Concessionaire may provide at his own expense any legal devices, installations, or equipment designed for the purpose of protecting the demised premises from theft, burglary, or vandalism, provided, however, that written approval for any such installation be first obtained from the Director.

Section 18. Compliance.

a) Any violation of the rules, regulations, or instructions of the Director or his authorized representative which has not been corrected by

Concessionaire within thirty (30) days or such lesser time as may be reasonable after the mailing by Director of a written notice of such violation shall be sufficient cause for the cancellation of this contract and termination thereof, without compensation or the payment of damages to Concessionaire.

b) Concessionaire and his agents or employees shall at all times comply with and abide by all pertinent or applicable regulations and ordinances of the City, the County of Sacramento, and the laws of the State of California and the United States, insofar as the same or any of them are applicable, and to obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

c) In the event Concessionaire fails, refuses, or neglects to perform any of the duties required to be performed by him by virtue of the provisions of the preceding sections, City may enter upon the demised premises and perform such services, but this right shall not be construed to be a duty on the part of City to provide said services. Concessionaire shall reimburse City for costs of such services on the first day of the month next succeeding the month in which the service was performed.

Section 19. City's Right of Entry.

Concessionaire's demised premises shall at all times be open to the inspection of authorized City representatives and other proper governmental authorities.

Section 20. Assignment and Subleasing.

Concessionaire shall not, without the written consent of City, assign, hypothecate, mortgage, or grant control of this contract or of the business conducted pursuant thereto or sublease any portion of the demised premises. Any

such attempted assignment, hypothecation, mortgaging, or granting of control without the written consent of City shall, at the election of City and without notice, render this contract null and void and of no further force and effect.

Section 21. Damage and Destruction of Premises.

In the event of the total destruction or damage of the demised premises by fire, earthquake, storm, or other casualty beyond the control of Concessionaire, this contract and any and all rights of the parties thereunder shall terminate in the event City so elects. If City elects to rebuild the structures on the premises, this contract shall continue in full force and effect; provided, however, that the rent to be paid by Concessionaire herein shall be abated during the time of reconstruction and shall be reinstated commencing upon the date the premises again become tenantable. In the event of partial destruction, this contract shall continue in full force and effect; provided, however, that the annual guaranteed minimum fee to be paid by Concessionaire herein shall be abated during the time of such reconstruction in the proportionate amount that the damaged area bears to the total structure and said annual guaranteed minimum fee shall be reinstated in full upon the completion of said reconstruction.

Section 22. Default and Termination.

a) The following events are hereinafter called "Events of Default":

1) The failure of Concessionaire to punctually pay the rentals or make any other payments required hereunder when due within fifteen (15) days after written notice from City.

2) The failure of Concessionaire to maintain the quality and number of services as required in this contract where such failure continues for more than ten (10) days after written notice from Director to correct the condition therein specified.

3) The failure of Concessionaire to keep, perform, and observe any and all promises, covenants, conditions, and agreements set forth in this contract on its part to be so kept, performed or observed within thirty (30) days or such lesser time as may be reasonable after written notice of default thereunder from the Director; provided, however, that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

4) The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under the Federal Reorganization Act, the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the concession granted herein, the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this contract and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

5) The abandonment, vacation, or discontinuance of Concessionaire's operations on the demised premises without the written consent of the Director of Parks and Community Services.

6) The death or dissolution of Concessionaire.

b) Upon the occurrence of any one or more of the "Events of Default," City shall have the right to terminate this contract. Upon such termination,

Concessionaire's right to possession of the Concessionaire's demised premises shall terminate and Concessionaire shall surrender possession thereof immediately. In such event, Concessionaire hereby authorizes City to enter upon the demised premises, or any part thereof, immediately, and to take possession of said premises and all improvements, equipment, and inventory.

Election by City to terminate this contract shall not prejudice any rights or claims City may have for sums remaining due it, or for damages, or pursuing such other remedies as may be available to City by law or equity, all remedies of the City to be cumulative.

Section 23. Surrender and Disposition of Furniture, Furnishings, Equipment, and Trade Fixtures.

Upon the expiration of the term hereof, or sooner termination of the contract as provided for, Concessionaire shall peaceably vacate the demised premises and any and all improvements located thereon and deliver up the same to City in a reasonably good condition, ordinary wear and tear excepted.

Within thirty (30) days of any cancellation or other termination, Concessionaire shall remove at his own expense his own furniture, furnishings, equipment, inventory, and trade fixtures. Said removal shall be conducted in an expeditious and orderly manner and shall be accomplished in such a way as to minimize the nature and the extent of any disruption of service to the public contracted for herein and the premises shall be restored to their original condition, ordinary wear and tear excepted. It is agreed that City, or City's assignee, during said thirty-day period, shall have the first right to purchase the furniture, furnishings, equipment, and trade fixtures of Concessionaire for the same price that Concessionaire would be willing to sell said goods to any other person. Should Concessionaire fail to remove said items within said

thirty-day period, he shall lose all right, title, and interest in and to said items, and City may elect to keep same upon the demised premises or to sell, remove, or demolish them. In the event of such sale, removal, or demolition, Concessionaire shall reimburse City for any cost in excess of any consideration received by City as a result of said sale, removal, or demolition.

Section 24. City's Remedies on Default.

It is agreed that if Concessionaire shall refuse to surrender or deliver up possession of the Concessionaire's demised premises after City shall have become entitled to the possession thereof, then in that event, City, in the exercise of its police power or any other power contractual or otherwise that it may possess, may repossess said premises as its former estate and expel, remove, and put out of possession Concessionaire, using such force in so doing as may be needful or proper without being liable for prosecution for damages therefor, and without prejudice to any other remedy allowed by law available in such cases. In addition, City shall have any and all rights and remedies provided by law.

Section 25. Notices.

All notices and orders that may be given under this contract may be served by first class mail or in person to City at Department of Parks and Community Services, 3520 Fifth Avenue, Sacramento, California 95817, and to Concessionaire at _____, or to such other address as either may provide to the other in writing. Service shall be deemed complete upon deposit in the mail or upon personal delivery.

Section 26. Attorney's Fees.

In the event either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason

of the alleged failure of the other to perform or keep any term, covenant, or condition of this agreement by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to other relief as may be granted in such litigation and his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal.

Section 27. Entire Agreement; Amendment in Writing.

This agreement contains the entire agreement between the parties. Any agreements or representations not contained herein are null and void. This agreement may be amended only by a writing signed by both parties.

Section 28. Time of Essence.

Time is expressly declared to be in the essence of this agreement.

CITY:

City of Sacramento, a municipal corporation

By _____
City Manager

ATTEST:

_____
City Clerk

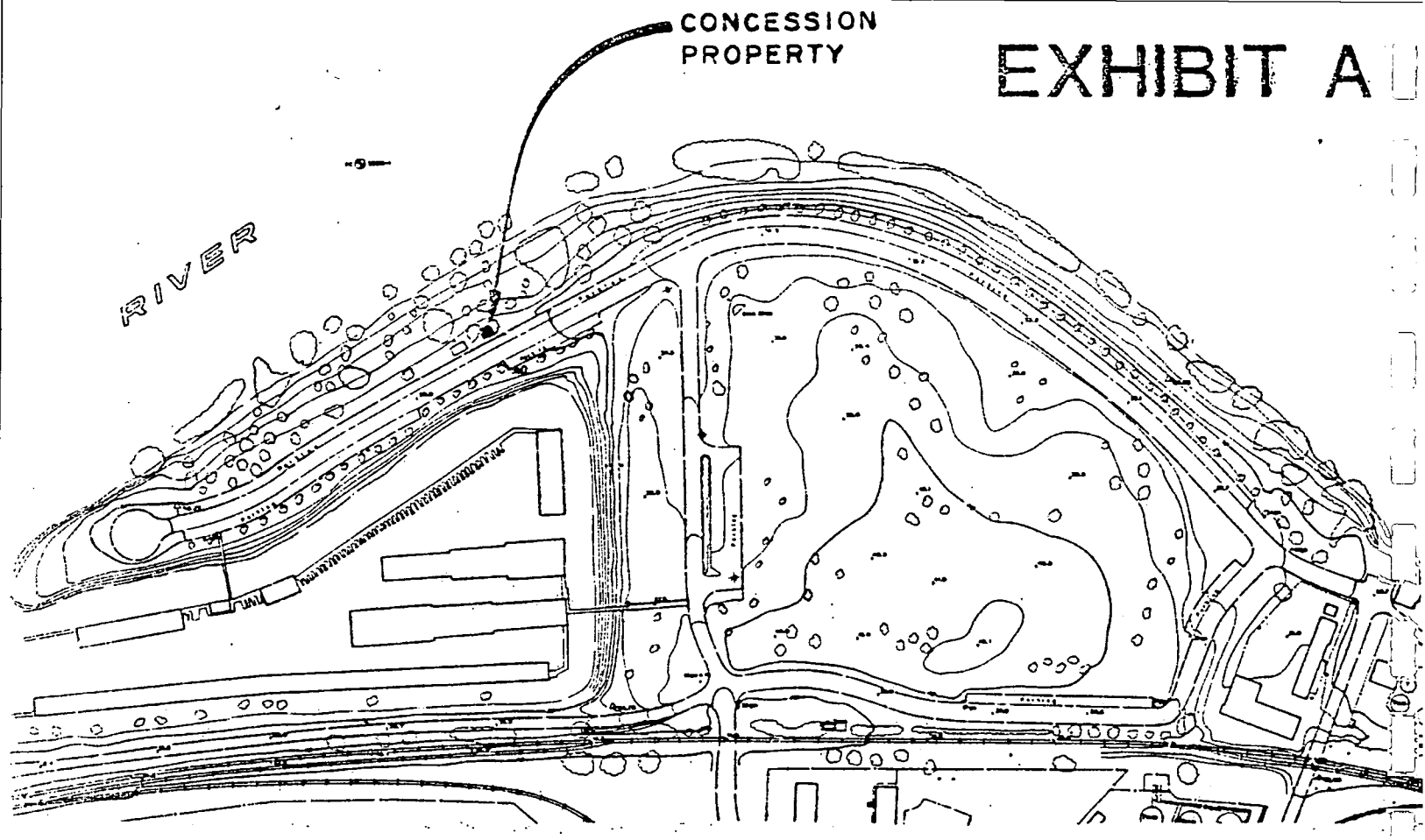
CONCESSIONAIRE:

By _____

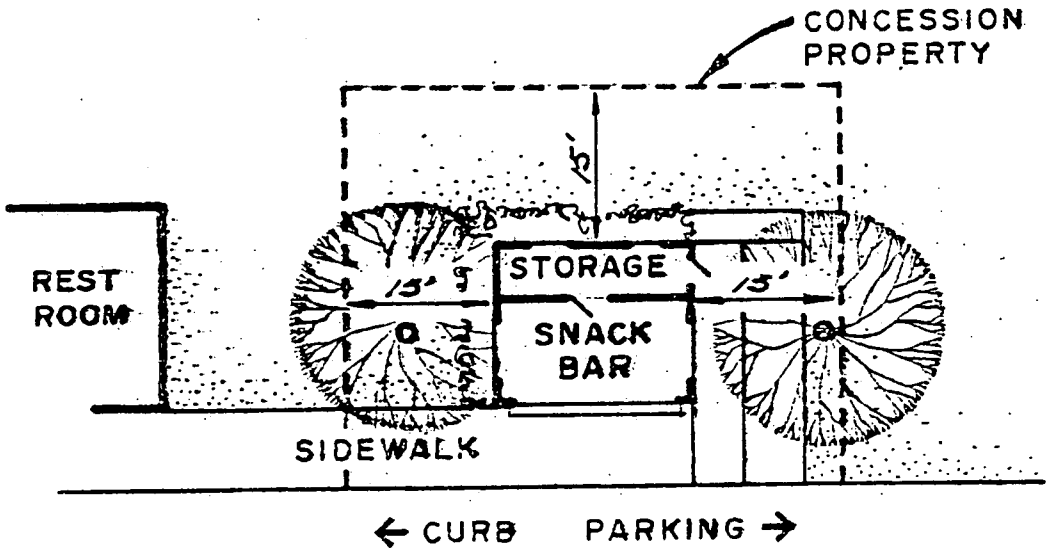
APPROVED AS TO FORM:

_____
Deputy City Attorney Date

EXHIBIT A



LOCATION MAP



MILLER PARK SNACK BAR CONCESSION

CITY OF SACRAMENTO
Department of Parks & Community Services

EXHIBIT B

MILLER PARK SNACK BAR CONCESSION MENU

EXHIBIT C

CITY OF SACRAMENTO - RACIAL COMPOSITION

1980 CENSUS

White	186,477	67.63%
Black	56,866	13.37
Spanish Origin	59,160*	14.20*
Asian American	24,017	8.71
Native American	3,322	1.20
Others	25,059	9.09
	514,901	114.20%

*Persons of Spanish Origin are also counted in the five racial categories.

EXHIBIT D

MILLER PARK SANDWICH STAND FOOD CONCESSION

Operating Schedule

May - September

Monday - Friday	10:30 a.m. - 3:30 p.m.
Saturday and Sunday	11:00 a.m. - 5:00 p.m.

October - April

Monday - Friday	10:30 a.m. - 3:30 p.m.
Saturday and Sunday	11:00 a.m. - 4:00 p.m.

Note: Concessionaire is authorized to modify the above schedule due to poor weather conditions or low park attendance with consent of the Director of Parks and Community Services or his designee.

BID SUBMISSION REQUIREMENTS AND BID PACKAGE

BID SUBMISSION REQUIREMENTS FOR THE FOOD CONCESSION CONTRACT

1. THE BID SHALL BE SUBMITTED IN LETTER FORM AND SHALL:

   a. Designate the percentage or percentages of gross receipts contract fee and shall designate the annual guaranteed minimum concession fee of the bidder in accordance with the format provided in the Bid Package form entitled Proposed Fee. The existing contract provides 15% of any activities under the contract. No offer shall be considered which contains a percentage of gross receipts of less than 15%; or which contains an annual guaranteed minimum concession fee of less than $4,000.

   b. Include a complete statement of the prospective bidder's experience as requested in the Bid Package. A minimum of five years proven food service experience is required.

   c. Include a complete statement of financial ability demonstrating ability to finance and operate the food concession in accordance with the standards detailed in the proposed contract.

   d. Include a proposed concession menu detailing items, quantity, price, and where applicable, brand name.

   e. Include the completed Bid Package (attached) which contains, in addition to the above-mentioned statement of designated fee, a bidder questionnaire, statement of experience, and statement of financial ability, request for references, method of operation, and any such other information as the bidder deems appropriate.

2. Bidders must submit sealed original bid plus four copies and must clearly identify that their bid is for the "Food Concession Contract at the Snack Bar in Miller Park."

BIDDER'S CHECK LIST

It is imperative that you answer all the questions asked and furnish all forms included in the Bid Package. Please complete this check list and make sure that all items are completed in full and all required data is furnished.

1.	Bid in letter form	Yes	No
2.	Bidder's Questionnaire	Yes	No
3.	Certificate of Bidder	Yes	No
4.	Proposed Fee	Yes	No
5.	Statement of Experience	Yes	No
6.	Financial and Background Data	Yes	No
7.	Bidder	Yes	No
8.	References	Yes	No
9.	Proposed Menu	Yes	No
10.	Method of Operation	Yes	No
11.	Proposed Method of Financing	Yes	No
12.	Estimate of Gross Receipts	Yes	No
13.	Cash Flow Analysis	Yes	No

BID PACKAGE

CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND COMMUNITY SERVICES
SACRAMENTO COUNTY, CALIFORNIA

BIDDER'S QUESTIONNAIRE

All information requested in this Bid Package MUST be furnished by the bidder, and MUST be submitted with the Proposal. Forms must be complete and accurate. Omission, inaccuracy, or misstatement may be cause for the rejection of a proposal.

By submission of this Proposal, the bidder acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorize the release to the City of any and all information sought in such inquiry or investigation.

BIDDER: _____

ADDRESS: _____

_____ ZIP CODE _____

TELEPHONE: _____

CONTACT PERSON: _____

How did you learn of this offering?

( ) 1. Word of mouth.

( ) 2. Received notice from City.

( ) 3. Newspaper or magazine (which one?)

_____

( ) 4. Other (describe)

_____

BID PACKAGE

CERTIFICATE OF BIDDER

I (we), as _____
(insert: "sole owner," "a partner," "President," "Secretary," or other proper title)

of _____, do make this
(insert name of bidder)

certificate in support of a bid for a concession contract with the City of Sacramento for the Food Concession at the Snack Bar in Miller Park.

I (we) agree, in the event that this bid is the successful bid, to enter into an agreement with the City of Sacramento on the terms and conditions set forth in the contract form included in the request for proposals.

I (we) understand and agree that any falsification in this bid package will be grounds for rejection of this bid or cancellation of any contract agreement awarded pursuant to this bid.

I (we) certify under penalty of perjury that the foregoing is correct and true in all respects to the best of my (our) knowledge.

Signed:

Date _____ _____
(Title)

BID PACKAGE

CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND COMMUNITY SERVICES
SACRAMENTO COUNTY, CALIFORNIA

PROPOSED FEE

I propose to pay the City the following percentages as monthly rental:

_____% of gross receipts from any activities under the contract (not less than 15%.

I agree to pay an Annual Guaranteed Minimum Concession Fee of $_____ (not less than $4,000 annually). In the event that the sum of the fees due and payable on a monthly basis total less than the annual guaranteed minimum concession fee, then an amount equal to the difference between the specified amount and the sum of the monthly fees shall be paid by the Concessionaire to the City on or before the twentieth day of the month next succeeding the last month of the contract year.

I understand that a late charge of five percent of monies due will be levied in the event that monthly contract rent is not received by the City on or before the twentieth day of the month on the receipts received the previous month; and/or the Annual Guaranteed Minimum Concession Fee is not received by the City on or before the twentieth day of the month next succeeding the last month of the contract year.

BID PACKAGE

STATEMENT OF EXPERIENCE

One complete statement of experience must be furnished for each bidder who proposes to assume direct responsibility for provision of concession services, as well as proposed on-site managers. Additional sheets may be attached as necessary.

1. Concession Management Experience:

   a. Facility _____ Location _____

      Position _____ Dates _____

      Duties _____

      _____

      _____

      Type of Facility _____

      Facility was ( ) public ( ) private.

      Supervisor _____ _____
      (Name) (Telephone)

   b. Facility _____ Location _____

      Position _____ Dates _____

      Duties _____

      _____

      _____

      Type of Facility _____

      Facility was ( ) public ( ) private.

      Supervisor _____ _____
      (Name) (Telephone)

c. Facility _____ Location _____

Position _____ Dates _____

Duties _____

_____

_____

Type of Facility _____

Facility was ( ) public ( ) private.

Supervisor _____ _____
(Name) (Telephone)

2. Additional Related Professional and/or Managerial Experience:

a. Facility _____ Location _____

Position _____ Dates _____

Duties _____

_____

_____

Type of Facility _____

Supervisor _____ _____
(Name) (Telephone)

b. Facility _____ Location _____

Position _____ Dates _____

Duties _____

_____

_____

Type of Facility _____

Supervisor _____ _____
(Name) (Telephone)

3. Related Education: _____

_____

_____

4. Additional Professional Affiliations: _____

_____

_____

5. Current or Previous Restaurant or Snack Bar Concession Contracts:

6. Enumerate in detail any additional related professional experiences with particular emphasis on concession-type operations:

7. Will you be the person directly involved in the concession operations?

   ( ) Yes ( ) No

8. If no, who will be _____

9. Has a Statement of Experience been furnished for the individual named in #8?

   ( ) Yes ( ) No

BID PACKAGE

FINANCIAL AND BACKGROUND DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with good accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. You must be prepared to substantiate all information shown.

SURETY INFORMATION

Have you or any principal ever had a bond or surety cancelled or forfeited?

( ) Yes ( ) No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

FELONY INFORMATION

Have you or any principal ever been convicted of a felony?

( ) Yes ( ) No

If yes, state date, court location, and details of the conviction.

PENDING LITIGATION

Pending litigation? ( ) Yes ( ) No

Provide detailed information regarding litigation, liens, or claims involving any participant in the proposal.

SOURCE OF INCOME

Will the operation of this concession be the major source of income to you or any principal?

( ) Yes ( ) No

If no, state other sources of income and detail income.

BID PACKAGE

BIDDER

Bidder intends to operate the business with which this Proposal is concerned as a: Sole Proprietorship ( ); Partnership ( ); Corporation ( ); Joint Venture ( ); or _____.

Sole Proprietorship Statement

If a Sole Proprietorship, furnish the following:

1. Name in Full _____

2. Address _____

   _____

3. Telephone - Residence _____ Business _____

Partnership Statement

If a partnership, answer the following:

1. Date of Organization _____

2. General Partnership ( )
   Limited Partnership ( )

3. Statement of Partnership recorded? ( ) Yes ( ) No

   _____
   Date Book Page County

4. Has the partnership done business in Sacramento County? ( ) Yes ( ) No

   When? _____

   Name, Address, and Partnership Share of Each General Partner:

Name	Address	Share
		%
		%
		%
		%
		%

Corporation Statement

If a corporation, answer the following:

1. When incorporated? _____ 2. Where incorporated? _____

3. Is the corporation authorized to do business in California?

   ( ) Yes ( ) No If so, as of what date? _____

4. The corporation is held: ( ) Publicly ( ) Privately.

5. If publicly held, how and where is the stock traded?

   _____

   _____

6. List the following:

	Authorized	Issued	Outstanding
a. Number of Voting Shares	_____	_____	_____
b. Number of Non-voting Shares	_____	_____	_____
c. Number of Shareholders	_____	_____	_____
d. Value per Share of Common Stock:	_____	_____	_____

   Par $_____ Book $_____ Market $_____

7. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and principal shareholder holding over 10%.

Name & Title	Address	No. of Shares Voting/Non-Voting

(Additional sheets may be inserted and attached as necessary.)

Joint Venture Statement

If a joint venture, answer the following:

1. Date of Organization: _____

2. Joint Venture Agreement Recorded ( ) Yes ( ) No

3. Has the joint venture done business in the City of Sacramento?
   ( ) Yes ( ) No When? _____

4. Name and address for each joint venturer:

Name & Title	Address	No. of Shares Voting/Non-Voting

5. Attach a complete copy of the joint venture agreement.

BID PACKAGE

REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Individual
Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip Code _____

Telephone: _____

Nature and magnitude of purchase, sales, loan, business association, etc.:

_____

_____

_____

REFERENCE NO. 2

Individual
Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip Code _____

Telephone: _____

Nature and magnitude of purchase, sales, loan, business association, etc.:

_____

_____

_____

BID PACKAGE

REFERENCES

REFERENCE NO. 3

Individual Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip Code _____

Telephone: _____

Nature and magnitude of purchase, sales, loan, business association, etc.:

_____

_____

_____

REFERENCE NO. 4

Individual Name: _____

Firm: _____

Title: _____

Address: _____

_____ Zip Code _____

Telephone: _____

Nature and magnitude of purchase, sales, loan, business association, etc.:

_____

_____

_____

BID PACKAGE

PROPOSED MENU

Detail your proposed menu for the Miller Park Food Concession. Include menu items, quantity, weight, and/or brand name where applicable, and prices.

BID PACKAGE

METHOD OF OPERATION

Describe your specific plan for operation of the Miller Park Food Concession. Include a description of your proposed staffing plan. Detail any advertising plans. Discuss any optional services and uses which you will seek permission to provide.

BID PACKAGE

PROPOSED METHOD OF FINANCING

Describe the method you will use to finance this concession and source of that financing. Include financing for initial equipment and fixtures necessary for the operation of the contract.

What is your estimate of the cost of financing concession?

Initial equipment and fixtures	$_____
Stock	$_____
Other	$_____
TOTAL COST	$_____

How do you propose to finance concession?

Sources	Amount
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
TOTAL INVESTMENT	$_____

BID PACKAGE

ESTIMATE OF GROSS RECEIPTS

Provide your estimate of the expected average annual gross receipts to be derived from each use or service required and for each significant optional use or service which you plan to provide during the first two operating years.

Source of Revenue	Year 1985	Year 1986	Year 1987
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Optional Service/s Proposed (Specify)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL ESTIMATED GROSS RECEIPTS	_____	_____	_____

BID PACKAGE

CASH FLOW ANALYSIS

Develop and attach a cash flow analysis demonstrating your thinking with regard to the projected ability of the concession to provide sufficient revenue to cover operating expenses, recapture your investment, and yield an adequate return to you. This cash flow analysis should project your anticipation through the first three operating years. Include an estimate of the amount of working capital you will need during the first three years and identify the source of that capital.

	Year 1985	1986	1987
Net Revenue	_____	_____	_____
Initial Investment for Equipment and Fixtures	_____	_____	_____
Cost of Goods Sold	_____	_____	_____
Rent to City	_____	_____	_____
Personnel Costs	_____	_____	_____
Advertising	_____	_____	_____
Utilities	_____	_____	_____
General Expenses	_____	_____	_____
Subtotal Expenses	_____	_____	_____
NET OPERATING PROFIT	_____	_____	_____

OTHER INFORMATION

Please provide any other information which you feel will be helpful in evaluating your ability to successfully operate the contract.

SELECTION CRITERIA

SELECTION CRITERIA

Standards to determine "Best Responsible Bidder" as established by the City Council.

I. Bidder's Experience

A. Proven experience as a restaurant or concession manager as verified and supported by references, letters, and other supporting evidence. (Minimum of five years experience).

B. Minimum of four business or professional references.

C. Proven ability to maintain compatible relations with both public agencies and the general public.

D. Demonstrated ability to operate a business on government property for the safety and convenience of the general public in the use and enjoyment of the general property, and operated in the best interests of the government and the public.

E. Proven ability to maintain necessary records for the operation of a concession.

II. Method of Operations

A. Ability to make an effort to constantly enhance services to the public.

B. Feasibility of new and compatible services proposed.

C. Quality of proposed equipment, inventory, and services.

D. Quantity of proposed equipment, inventory, and services.

E. Plans for advertising and promoting concession services.

III. Organization and Management Approach

A. Clear lines of responsibility so that City can rely on bidder to be responsive.

B. Adequacy of proposed staffing plan to provide quality services.

C. Qualifications and experience of key personnel assigned to sites.

IV. Proposed Contract Fee to City

A. Percentage return to City.

B. Dollar return to City.

C. Reasonableness of proposed rent.

V. Financial Responsibility

A. Demonstrated line of credit necessary to equip and operate the concession facilities.

B. Proposed method of financing.

C. Reasonableness of estimates of gross receipts and cash flow analysis.