

FOOD AND BEVERAGE CONCESSION AT AUDITORIUM SHORES

MOBILE FOOD VENDORS REQUEST FOR APPLICATIONS

The City of Austin Parks and Recreation Department (PARC) is seeking applications from experienced concessionaires to provide healthy, pre-prepared, or short-order food and beverage service to park patrons at Auditorium Shores Trailhead within Town Lake Park. The vendors will be selected based on their compatibility requirements described in the attached Scope of Work.

If you are interested in participating, please submit all the items listed in Section 6 of the Scope of Work. Applications are due no later than [March 20, 2017 at 1:00 pm](#). Be advised that no late submittals will be accepted. Late applications will be returned.

Applications received no later than [1:00 pm on March 20, 2017, and](#) must be delivered in person or submitted by mail to:

City of Austin
Parks and Recreation Department
Attn: Gerard Bickham
200 South Lamar Blvd.
Austin, Texas 78704-1046

If you have any questions regarding this concession opportunity, please direct them to Gerard Bickham at 512.974.6740 or email gerard.bickham@austintexas.gov. [All questions must be submitted no later than 1:00 pm on March 9, 2017.](#)

PARC looks forward to receiving your application and to a future partnership.

FOOD AND BEVERAGE CONCESSION AT AUDITORIUM SHORES

SCOPE OF WORK

1. PURPOSE

The City of Austin ("City"), seeks applications, for a temporary concession permit in response to this Request for Application (RFA) from an individual or company ("Concessionaire") qualified and experienced in food and beverage service operations to provide healthy, pre-prepared and/or short-order food and beverage service to the visitors of Auditorium Shores Trailhead within Town Lake Park.

2. BACKGROUND

Auditorium Shores is a 17 acre public park located at 900 W Riverside Dr. on the south-side of Lady Bird Lake in downtown Austin. Auditorium Shores Trailhead is a primary access point for the highly popular Ann and Roy Butler Hike and Bike Trail with an estimated 10,000 trail users per week. The park is the site of multiple events each year such as Fun, Fun, Fun Fest, SXSW, and the Austin Food and Wine Festival. The Auditorium Shores Trailhead is located in the far eastern section of the park near the South 1st Street Bridge.

Auditorium Shores Trailhead had a significant renovation that was completed in September, 2014. As part of the renovation, the City has constructed a concrete pad with electric hook-up and ADA access suitable for a food truck (see Exhibit F: Vendor Pad Graphic).

3. OBJECTIVE

To provide Auditorium Shores patrons with access to food and beverage services, the City is soliciting temporary permit applications from a qualified and experienced individual/company to provide, in the designated area of the parkland, a quality mobile food and beverage concession operation with the emphasis on the availability of nutritious, affordable, pre-prepared food and hot and cold beverages.

4. REQUIREMENTS

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4.1 General:

- 4.1.1 Vendor must have a minimum of three years' experience in mobile food and beverage concession operations.
- 4.1.2 Preferred minimum hours of operation will be seven days per week, six-hours per day. Maximum hours of operation will be in accordance with Park policy for curfew, 7:00 a.m. to 10:00 p.m.
- 4.1.3 The permit term for this concession will be one six-month period with an option, at the City's discretion, for one additional six-month extension.
- 4.1.4 The cost of the six-month permit is \$1,500.
- 4.1.5 Preference is for vendors to begin operation no later than 14 days after the notification of the award of permit.
- 4.1.6 Events held at Auditorium Shores may affect access to the concession site. Vendor's use of the site will be subservient to the needs of the City and event organizers. With reasonable notice, Vendor will be required to remove food truck, stop sales, or alter business operations at the request of the City or event organizers.
- 4.1.7 Vendor shall accept cash and credit payment options.
- 4.1.8 The Concessionaire shall submit to Contract Manager, by the 10th of each month a Monthly Concession Revenue Report (MCRR) from the previous month. A MCRR template form will be provided to the Concessionaire.
- 4.1.9 Vendor must comply with all local, state, and federal laws pertaining to the operation of a mobile food truck. All health cards and permits must be mounted in a conspicuous location.
- 4.1.10 Vendor shall be responsible for removing from park property all solid waste and recycling from the concession area at their own cost.
- 4.1.11 Vendor should operate the concession with a minimal impact to the environment by eliminating or reducing emissions, best practices for the use of chemicals for pest elimination, sanitation, and cleaning; water and energy conservation; and waste management and recycling in accordance with Park Rules as applicable. (See Exhibit A)

4.2 D. Concession responsibilities:

- 4.2.1. Staffing: The Concessionaire shall hire at his own cost and expense, train and supervise staff whose appearance, manner and character will reflect credit on the City, and will be acceptable to the patrons of the parkland. The Concessionaire shall provide, at concessionaire's expense,

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uniforms and nametags that identify employees/personnel as affiliated with the Concessionaire.

- 4.2.2. **Equipment & Supplies:** The Concessionaire shall provide all equipment necessary to the operation of this concession at the permit premises to include, but not limited to, food truck, cooking devices, display, tables and chairs, and cash register. City will provide only the electricity to the site. Concessionaire may provide a maximum of three tables with four chairs per table. The concessionaire may not place chairs or tables any further than 20 feet from the food truck. Concessionaire is solely responsible for the security and maintenance of the chairs and tables. Concessionaire shall provide a photo and specs of the table, chairs, solid waste and recycling receptacles and any other furniture or amenity with their submittals.
- 4.2.3. **Business Conduct:** Concessionaire shall conduct business in a manner that is efficient and orderly, and which will reflect credit upon both the concessionaire and the City:
 - 4.2.3.a. Concessionaire shall not permit any defacing of the food truck or equipment, amenities (tables, chairs, shade awning) where concessionaire's physical facilities are located.
 - 4.2.3.b. Permit no undue loitering.
 - 4.2.3.c. Permit no objectionable language.
- 4.2.4. **Regulatory:** The Concessionaire shall comply with all City, State, and Federal regulations and laws pertaining to the operation of the concession and particularly sanitary and health regulations pertaining to the preparation and service of food and any alcohols licensing requirements. All health cards and permits shall be mounted in a conspicuous location.
- 4.2.5. **Solid Waste:** Concessionaire will be responsible to ensure the area within a radius of twenty (20') feet of the vendor pad ("Concession Area") shall be kept free and clear from rubbish, filth, and refuse.
 - 4.2.5.a. Concessionaire shall employ necessary personnel to regularly place rubbish and refuse in large garbage containers (provided by Concessionaire) which when full shall be closed with securely fitting lids.
 - 4.2.5.b. Concessionaire shall remove off park property all solid waste and recycling from the concession area at their own cost.
 - 4.2.5.c. Concessionaire shall provide separate City approved receptacles for solid waste as well recycling for metals, plastics, and paper good.

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- 4.2.5.d. Concessionaire shall provide all food and beverage items in recyclable containers.
- 4.2.6. Cleanliness: Concessionaire shall establish and consistently enforce among his/her employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance, and such regulations as required by the Contract Manager shall be put into immediate force.
 - 4.2.6.a. The Concessionaire shall keep the floors of the food truck clean and free from flies, roaches, and other insects.
 - 4.2.6.b. Concessionaire shall create and adhere to Custodial Duty Schedule to include but not limited to:
 - i. The entire concession area shall be kept clean
 - ii. Clean all counter tops and tables
 - iii. Empty and clean trash and recycling receptacles and install new liners
 - iv. Remove waste from the site to container
 - v. Sweep all floors designated for business
 - vi. All items shall be performed as schedules and repeated at more frequent intervals should such items as weather, use and litter make such repetition necessary to keep a clean appearance.
- 4.2.7 Utilities: The City will only provide electricity and a concrete pad for the food truck to park. The City will not provide water.
 - a. The City will provide a sub-meter for electric utilities and the Concessionaire shall pay electric utilities.
- 4.3 Menu:
 - 4.3.1 Menu must list nutritional information and price for each item. The menu should reflect any changes of offerings by time of day or other consideration.
 - 4.3.2 Menu items should be reasonably priced and affordable for all park patrons regardless of their income or financial circumstance.
 - 4.3.3 Menu should provide kid-friendly healthy options.
 - 4.3.4 Menu preferences are healthy and nutritious options that are:
 - 4.3.4.1 Low in fat, salt, and sugar;
 - 4.3.4.2 Low in saturated and trans fat;
 - 4.3.4.3 Vegetarian and gluten-free;
 - 4.3.4.4 Fruits or vegetables;
 - 4.3.4.5 Whole grain;

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- 4.3.4.6 Alternatives to soft drinks or other sugar-sweetened beverages;
 - 4.3.4.7 Purchased from producers within the State of Texas and from a business within the City of Austin;
 - 4.3.4.8 Certified Organic or Naturally Grown; and
 - 4.3.4.9 Without synthetic chemicals, hormones or antibiotics ingredients.
- 4.4 Insurance: As per the temporary permit requirements, vendors must provide a Certificate of Insurance naming the City of Austin as an additional insured party. Vendors are required to show proof of comprehensive general liability insurance with a combined single limit of \$500,000 per occurrence. Additional vehicle and statutory workers' compensation insurance may be required. (See Exhibit B)
- 5. **LOCAL BUSINESS PRESENCE:** The City seeks opportunities for business in the Austin Corporate City Limits to participate on City Contracts. A firm is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits or has a branch office located in the Austin Corporate City Limits in operation for the last five years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. (See Exhibit C)
- 6. **PROPOSAL SUBMITTALS:**
 - 6.1 Completion of the temporary concession permit application: <http://www.austintexas.gov/page/current-temporary-concessionaires> (See Exhibits B & D)
 - 6.2 No less than four photographs or conceptual drawings of the food truck illustrating all four sides of the vehicle and that provide the dimensions of the truck
 - 6.3 Menu with nutritional information and prices
 - 6.4 No less than two business references (See Exhibit E)
 - 6.5 Waste disposal and recycling plan
 - 6.6 Local Business Presence (See Exhibit C)
- 7. **EVALUATION CRITERIA:**
 - 7.1 Menu: Health, nutrition, and selection of offered food and beverages (20 points)
 - 7.2 Cost: Cost of food and beverages to patrons (20 points)

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- 7.3 Experience: Demonstrated experience maintaining a concession area and serving on a day-to-day basis a diverse population within a high-use setting (20 points)
- 7.4 Aesthetics: Aesthetic appeal and quality of concession truck or trailer (10 points)
- 7.5 Yelp Score: The Yelp customer service score based on customer satisfaction (10 points)
- 7.6 Sustainability: Ability of vendor to operate the concession with a minimal impact to the environment by eliminating or reducing emissions, best practices for the use of chemicals for pest elimination, sanitation, and cleaning; water and energy conservation; and waste management and recycling (10 points)
- 7.7 Local Business Presence (10 points)
- 7.8 Optional: Taste test and food truck visit may be conducted at discretion of the City. (BONUS: 10 points)

EXIBHITS:

- Exhibit A: Park Rules
- Exhibit B: Insurance Requirements
- Exhibit C: Local Business Form
- Exhibit D: Temporary Permit Concession Application
- Exhibit E: Business Reference Form
- Exhibit F: Vendor Pad Graphic

"ATTACHMENT A"

PARKS AND RECREATION DEPARTMENT POLICY/PROCEDURE

Title: Policy for Concessions on City Parkland

Effective Date: 3/18/93

Council Approval: March 18, 1993

Revised Date: October 21, 1997

Purpose: To establish a policy for concessions on all City parkland.

Reference:

Policy: The Parks and Recreation Department (PARD) has developed this policy regarding the limited private commercial use within the City's park system in the form of concessions, including permanent and temporary concessions. These policies are intended to maintain the aesthetic and environmental quality of the City's park system and to ensure a financial return to the City of Austin from such uses or to provide a public good to the citizens of Austin.

All proposals for concessions on Town Lake will be reviewed in compliance with Chapter 11-3 of the City code. The definition of a concession is as follows: Any privately operated business on parkland serving park users, authorized by the City in accordance with applicable ordinance requirements. Types of businesses operated as concessions may include without limitation, food and beverage stands, boat rentals, excursion boats, boating lessons, bicycle rentals, and pushcarts." Concessions also include businesses which provide souvenirs and other goods and services to park users and which generally pay a portion of their revenue to the City or provide a public good to the citizens of Austin.

There are three categories of concessions: 1) new permanent concessions, 2) existing permanent concessions, whose contracts have expired, and 3) unsolicited temporary concessions. The following policies will address the development of permanent concessions on parkland and establish guidelines for temporary concessions

New Permanent Concession Development¹

In order to comply in a timely manner with the Town Lake Ordinance the following time line will be followed annually:

April 1 - June 30	Staff will accept input for new concession ideas through various methods e.g., surveys of boards, commissions, advisory groups and park users; public notice; and requests for written suggestions from the general public.
By July 31	Staff will submit a report to the Parks and Recreation Board and the Environmental Boards, describing all proposals received for new concessions ideas.
By August 31	A subcommittee made up of City staff, representatives of the Parks and Recreation Board and the Environmental Board will review concepts and make recommendations to each Board.
By September 30	The Environmental Board and the Parks and Recreation Board will recommend which of the concession concepts (if any) should go forward to a public hearing. Potential locations of all the concessions must be determined prior to the setting of the public hearing. No less than 21 days prior to the public hearing, signs will be posted at the prospective locations of the concession(s). Notices will be sent to all interested parties including the media.
By October 31	Staff will present the annual concession report ² . This report will provide a synopsis of this process and will include the Environmental Board, Parks and Recreation Board and staff recommendations.
By November 30	The Parks and Recreation Board and the Environmental Board will forward to the City Council their response to the annual report.
By January 31	Staff will issue RFPs for new concessions approved by Council.

RFPs for new permanent concessions will require payments based on a flat fee schedule or on a percentage basis of gross sales less sales tax. The method of payment for each concession will be determined on a case by case basis by the Parks and Recreation Director. The flat fee or percentage of sales methods will be determined based on an analysis of the location and type of concession and will be calculated by City staff. The contracts will require an annual review of the concession to determine incremental increases to the fees after the second year of the contract. Additionally, for the flat fee, concessionaires will be required to pay a percentage of their gross sales, once sales exceed the targeted annual gross sales on which the flat fee is based.

¹ A permanent concession is defined as a concession, which has or is eligible for a contract of a year or more and generally has a permanent structure.

² As required by Town Lake Ordinance No. 890126.

An evaluation team will review RFP responses and make recommendations to Council. (As allowed by chapter 11-3 of the City code, the evaluation team will include staff and may include one representative from each of the following organizations: Parks and Recreation Board, Environmental Board, and Design Commission.) Recommendations for award of contracts as a result of this process will be forwarded to the Parks and Recreation Board for review and recommendation prior to the City Council action. Following Council approval, a contract will be negotiated and executed.

Permanent Concession Policy for Existing Contracts About to Expire.

Staff will gather public input concerning items that should be addressed in a new contract, for an existing concessions 90 days prior to contract's expiring.

RFPs will be issued for new contract periods for existing concessions. An evaluation team will review the proposals and make recommendations to the Parks and Recreation Board. The evaluation team will include staff and may include one representative from the Parks and Recreation Board, Environmental Board, and Design Commission. Requests for Council Action (RCAs) will be submitted to Council for contract award.

RFPs for existing concessions will require payments based on a flat fee schedule or on a percentage basis (as they stand now) for the term of the contract. The method of payment for concessions will be determined on a case by case basis, by the Parks and Recreation Director. The flat fee or percentage of sales payment will be based on an analysis of the location and type of concession and on a five-year history of that particular concession. City staff will calculate this fee. For the flat fee method, the contracts will require an annual review of the concession to determine incremental increases to the flat fee after the first year of the contract. Additionally, concessionaires will be required to pay a percentage of their gross sales, once sales exceed the targeted annual gross sales on which the flat fee is based.

Temporary - Seasonal Concession Policy

A temporary or seasonal concession is defined as a concession which does not require a building or other type of permanent structure from which to operate and has a contract term limited to one year or less. Fees for temporary or seasonal contracts will be established by the City Council in the annual budget. Any temporary concession granted a temporary/seasonal permit two times within a 12 month period will be considered in the annual process for new permanent concessions. The Director of Parks and Recreation is authorized to negotiate and enter into temporary or seasonal concession contracts based on predetermined criteria to include impact, location, service level, revenues to the City, and any other criteria which may be in the best interest of the City and the use of its parkland.

Single Day - Temporary Permits

A single day temporary permit is defined as a concession set up outside of a special event taking place in a City Park. This concessionaire would have the opportunity to purchase a one-day permit for \$50.00 at the site of the event or cease and remove the operation of the concession from the area immediately.

Performing Artists in the Parks

Performing artists are allowed to entertain in the parks provided they register with and are approved by the Director of the City of Austin Parks and Recreation Department. Performing artists are categorized under the single day - temporary permit fee structure. The fee for performing artists will be \$10.00 a day and may be purchased in 2-week increments. When applying, the performing artist must provide specific days of operation, so this can be reflected on the permit.

Individuals may perform as artists or entertainers in any City park as long as they meet the following conditions. They:

- A. May not block sidewalks or in any way impede pedestrian or vehicular traffic circulation.
- B. May not be within 100 feet of an existing concession's main operating location.
- C. May set up at special events only with written permission of event organizer.
- D. May not use Amplified sound.
- E. Juggling of potentially hazardous materials or items such as knives or fire is prohibited.
- F. Any money exchanged must be on a "tips" or donation basis only, with the amount to be determined by the donor.
- G. Entertainers must carry the permit issued by the Parks and Recreation Department allowing them to perform in the park. This permit is to be available on request by any park employee charged with patrolling or supervising park use or by any citizen.
- H. May not impede or interfere with the use of park facilities or scheduled activities.

Failure to produce the permit issued from the Parks and Recreation Department can result in immediate expulsion from the park.

Report(s) Required:. This policy is to be reviewed by the Parks Board every three years from the date of original approval with changes to be approved by Council. The Director of Parks and Recreation is authorized to develop guidelines and make changes thereto for the implementation of this policy.

**CITY OF AUSTIN - CORPORATE RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS FOR PARK EVENTS and/or PERMITS
PROVIDE THESE 2 PAGES TO YOUR INSURANCE AGENT**

Required of all Special Events, Permit Requestors, or as required by rental agreement. The REQUESTOR shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT. Others providing services for this event may also be required to provide insurance as identified by the description of their services. Requestor means: applicant, renter, permit applicant, and/or contractor.

Standard Insurance Requirements

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. See below for policy provisions.*

- A. Products and Completed Operations with a minimum limit of \$500,000
- B. Damage to Premises Rented to You or Fire Legal Liability with a minimum limit of \$50,000
- C. Independent Contractors coverage

Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence. See below for policy provisions.

Additional Insurance Requirements (dependent on requested activities as required by PARD)

Liquor Legal Liability (ALCOHOL): If CONTRACTOR is **PERMITTED** and granted permission to sell or distribute alcoholic beverages, coverage for **Liquor Legal Liability** with a limit of \$500,000 shall also be provided. THIS IS REQUIRED AT ALL PUBLIC EVENTS.

Watercraft Liability Insurance: Watercraft liability insurance with a minimum combined single limit of \$500,000 per accident. Coverage must apply for bodily injury and property damage arising out of the maintenance, use, and operation of any watercraft.

Moonwalks/ Rockwalls/Other Approved Amenities. Operators must provide coverage insuring the owner/operator against liability arising out of the use of the amusement ride/device:

(A) For Class B continuous air-flow inflatables, the minimum combined single limit is **\$1,000,000 per occurrence**.

(B) For Class B amusement rides, the minimum limits are as **\$1,000,000 bodily injury** and **\$500,000 property damage per occurrence**; or a combined single limit of **\$1,500,000 per occurrence**.

Commercial Filming and Photography. The policy shall contain the following additional provisions:

- a. Medical expense coverage with a limit of \$10,000 for any one person.

Pyrotechnics/Fireworks. Contact the Austin Fire Department for specifications.

Aircraft/UAVs/Drones. Contact ABIA for motorized flight/aviation insurance specifications.

Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

If a sole proprietor, then Worker's Compensation and Employers' Liability Insurance, does not apply to you. You will prepare a letter to place on your company letterhead, sign, date, and return to PARD. The letter tells PARD that you are a sole proprietor and therefore do not need worker's compensation insurance. However, if you have employees performing services, this insurance is required.

Insurance Certificate & Policy Provisions, Specifications, and Requirements:

All policies shall be endorsed and certificates shall reflect the following:

- A. City of Austin (listed as additional insured).
- B. Waiver of Subrogation in favor of the City of Austin.
- C. 30 day Notice of Cancellation in favor of the City of Austin (endorsement TE 0202A).

ALL ENDORSEMENTS naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, as well as all Certificates of Insurance shall indicate:**

**City of Austin, ATTN: Parks and Recreation Department
P.O. Box 1088
Austin, Texas 78767**

The REQUESTOR must complete and forward the CITY standard certificate of insurance to the CITY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. The REQUESTOR shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of the REQUESTOR hereunder.

The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall maintain coverage for the duration of this AGREEMENT and for a two year period following the end of this AGREEMENT. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR.

The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

<p>Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)</p>	<p>Yes</p>	<p>No</p>

SUBCONTRACTOR(S):

<p>Name of Local Firm</p>		
<p>Physical Address</p>		
<p>Is your headquarters located in the Corporate City Limits? (circle one)</p>	<p>Yes</p>	<p>No</p>
<p>or</p>		
<p>Has your branch office been located in the Corporate City Limits for the last 5 years</p>	<p>Yes</p>	<p>No</p>
<p>Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)</p>	<p>Yes</p>	<p>No</p>

Exhibit D



OFFICE OF SPECIAL EVENTS
 200 South Lamar, Austin, Texas 78704
 (512) 974-6756 Fax
Submit your application by email:
 reservations@austintexas.gov

**City of Austin Parks and Recreation Department
 Temporary Concession Application**

COORDINATOR AND COMPANY INFORMATION

Contact Name:	_____		
Company or Organization Name:	_____		(the "Company")
Billing Address:	_____	State:	Zip: _____
Mobile #:	_____	Emergency #:	_____
Email address:	_____		

PERMIT TYPE REQUEST (Check ONE)

Single Day (\$50)		Temporary (<6 months, \$500/ \$1500)		Performing Artist (\$10/day)	
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Please list the **date(s)** you wish to be in the park below:

Date:		Hours:	
Date:		Hours:	
Date:		Hours:	

Concession Information List the exact products offered and the prices of those products. (Use additional attachment if needed).			
Utility Needs: (specify electrical & water needs)			
Description of Stand/Trailer: (include picture)			
Health Department Permit:	Permit number: If you do not have a health permit, you must have one before you sign a contract.		

NOTICE: At the time the contract is signed, the concessionaire must provide a Certificate of Insurance listing the City of Austin as an additional insured and a State of Texas Sales and Use permit issued by the State Comptroller's Office. The Comprehensive General Liability Insurance should have a combined single limit of \$500,000 per occurrence. Statutory Worker's Compensation Insurance may be necessary.

Exhibit D



OFFICE OF SPECIAL EVENTS
 200 South Lamar, Austin, Texas 78704
 (512) 974-6756 Fax
Submit your application by email:
 reservations@austintexas.gov

Park Information

Park Name:	
Location within Park:	
First alternative location within Park:	
Second alternative location within Park:	
Second Park (if 1 st choice is not available):	
Does each location meet the American's with Disabilities Act requirements?	

Impact Considerations

Please describe how the concession may affect the following:

Traffic/Parking Impact. Include Parking Management and Messaging Strategies for Customers	How will the requestor mitigate traffic and parking in the area? What messaging will be employed to customers, and by what means/mechanisms? Will the requestor provide permitted mass transit to the site from off-site business locations?
Pedestrian/Bicycle Traffic Messaging	
Public Safety	How will the requestor message public safety requirements and laws to all renters?
Environmental	How will the requestor handle waste, litter and recycling? How will the concession handle items such as oils, grease, and grey water?
Trash and Recycling	What is the requestor's plan to mitigate and remove trash and recycling from vessels/renters?
Do other concessions	If yes, list:

Exhibit D



OFFICE OF SPECIAL EVENTS
200 South Lamar, Austin, Texas 78704
(512) 974-6756 Fax
Submit your application by email:
reservations@austintexas.gov

operate in the area?	
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Key Park Code, Rule s and Best Practices:

- Glass, Styrofoam and smoking are prohibited in all parks at all times.
- Use bulk versus individually packaged condiments, utensils and drinking straws, picnic packs, such as the combined plastic wrapped fork, knife, napkin and pepper/salt.
- Plan menu items which are hand held, or have minimal eating requirements.
- Remove all items from packaging, cellophane and the like (except for those required by law to be sealed) BEFORE presenting item to consumer.
- Have permit with you on site at all times.

SIGNATURE AND AGREEMENT

I certify that the information contained in this approval request is true and correct to the best of my knowledge, and that I am authorized to act on behalf of the Company listed in the request.

I have also read, understand, and I am willing to comply with the concession policies and procedures set by the City of Austin Parks and Recreation Department. Company acknowledges that each park and concession is subject to general park rules and regulations as currently exist and as may be adopted administratively or by ordinance by the City of Austin and agrees to abide by these rules, regulations and requirements.

IF the request is approved, the Company shall comply with, and shall require its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to comply with all federal, state and local laws and regulations, and with all applicable City policies, rules and procedures.

IF the request is approved, the Company shall not bring or permit its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to bring or keep anything on City property that may adversely affect the Facility. The Company shall not bring or allow its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to bring any items onto the property, or place any decorations or other items on the Facility that may damage any portion of the Facility, including but not limited to trees, grounds, or plant life, without the prior written consent of the Parks and Recreation Department Director. The City reserves the right at any time and at its sole discretion to

Exhibit D



OFFICE OF SPECIAL EVENTS
200 South Lamar, Austin, Texas 78704
(512) 974-6756 Fax
Submit your application by email:
reservations@austintexas.gov

require the Company to remove from the Facility any animals, furniture, fixtures, wiring, exhibits, or other items brought onto the Facility by the Company. The Company shall immediately remove any item upon City's request.

Damage to City Property. Concession holder must pay for all costs required to repair or replace City property, which is damaged by concession holder, its officers, employees, agents, invitees, guests, volunteers, or patrons.

Indemnification. IF the request is approved, Company shall indemnify, save, and hold harmless the City, its officers, employees, agents, licensees, and invitees any and all liability, damages, losses, claims, demands, and actions of any nature, due to personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind which arises or is claimed to arise out of or is in any manner connected with the use of the City property or the presence on the City property of Production Company, its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility.

Signature of Applicant

Date

Exhibit D



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Parks and Recreation Department Approvals: (office use only)

_____	_____	_____
Approved Site's Supervisor/ Division Manager Signature	Printed Name	Date

_____	_____	_____
Approved Event Manager Signature	Printed Name	Date

Permit File

Items Required before Permit Issuance:

- Application Form

After application approval the following are submitted before Permit Issuance:

- Insurance
- State of Texas Sales and Use Permit Copy
- Health Permit Copy (if applicable)
- Sole Proprietor Letter (if applicable)

**CITY OF AUSTIN
REFERENCE SHEET**

Please Complete and Return This Form with the Application

APPLICANT'S NAME: _____ **DATE:** _____

The Applicant shall furnish, with the Application, the following information, for at least two recent customers to whom products and/or services have been provided that are similar to those required by this Application.

- 1. Company's Name _____
 Name and Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____
 Email Address _____

- 2. Company's Name _____
 Name and Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____
 Email Address _____

- 3. Company's Name _____
 Name and Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____
 Email Address _____

- 4. Company's Name _____
 Name and Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____
 Email Address _____

- 5. Company's Name _____
 Name and Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____
 Email Address _____

Exhibit F : Site Location & Vendor Pad Graphic



This product is for reference only purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the location and extent of the property boundaries. This product has been produced by the City of Austin's Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding the accuracy or completeness.

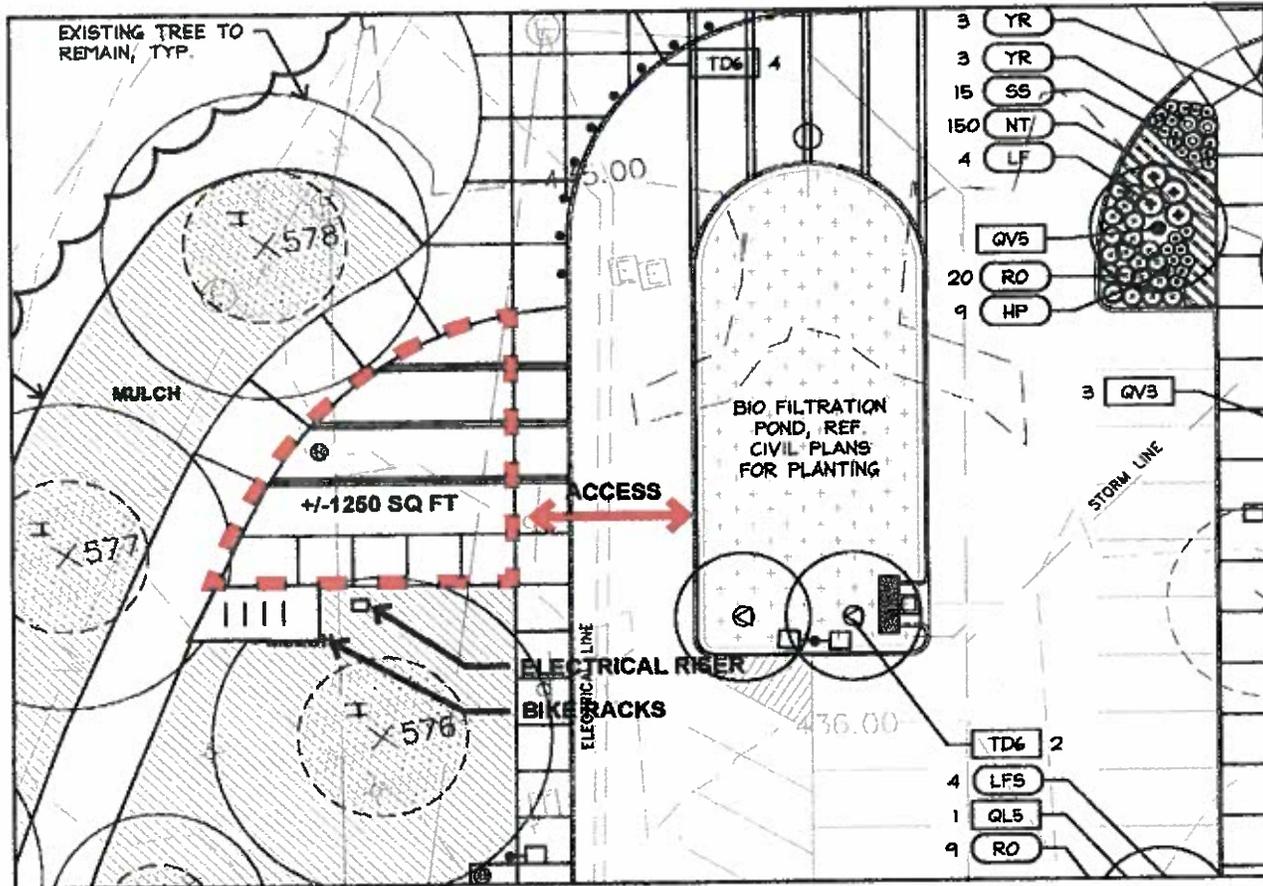


Title: Vendor Site Location

6/9/2014 Kirk Scanlon

Auditorium Shores Trailhead

Vendor Pad Location



Trailhead Vendor Pad:

- Square Footage: +/- 1250 Sq Ft
- Vertical Height Limitation (12')

Supplied by the City:

- Lay Down Curb Access
- Bike Racks (4)
- Electrical connection with submeter paid by vendor

Supplied by Vendor:

- Cafe Tables and chairs
- Trash Receptacles including recycling
- Water shall be brought on site as needed