Washington County Legacy Park Request for Proposals for a Food Vendor

Overview

It is the intent of Washington County, Utah, ("County") to obtain proposals from qualified food service vendors that are Local Vendors as defined in Washington County Code 1-12-3 that can provide competent food service for events to be held at the Washington County Fair Grounds ("Legacy Park") for 2022.

Legacy Park will have approximately 120 events which require food vendor services. Vendor will provide the services as outlined in this Request for Proposals ("RFP") and the resulting contract.

The requirements listed herein must be met by all Vendor proposals. Failure to meet these requirements may be cause for rejection of the Vendor's proposal at the County's discretion. The contents of this solicitation that are not modified, altered, or waived by the County, and the Vendor's response, when submitted to and accepted by the County, must become an integral part of the contract agreed upon between Vendor and County.

REQUEST FOR PROPOSALS SUBMISSION CRITERIA FOOD CONCESSION SERVICES	
Posting Date	December 6, 2021
Purchasing Contact	Susi Lafaele
Submission Information: This Proposal must be	Washington County Legacy Park
received by mail or hand delivery to the listed	Request for Proposals for Food Vendor
address by the end of the business day on	Susi Lafaele
December 17, 2021 at 4:00pm.	197 E. Tabernacle Street, St. George, UT 84770

Scope of Work

- 1. Provide concessions to public at events through concession stand and mobile food trailer
- 2. Must be willing to work a flexible schedule that includes nights, weekends, holidays and event dates
- 3. Must maintain professionalism in all respects
- 4. Clean concession stand and mobile food trailer following every use

Schedule

- 1. As provided by Legacy Park, Vendor must be available to provide concessions services for the following events: 4x4 Jamboree, Dixie Classic, Junior High Rodeo, ATV Jamboree, Washington County Fair, Dixie Junior Livestock Show, Huntsman World Senior Games, Dixie 6.
- 2. Major event dates:
 - a. 4x4 every 2^{nd} week of January
 - b. Dixie Classic every 2nd week in March
 c. County fair every 3rd week in April

 - d. DJLS, every 4th week in April
 - e. HWSG two weeks in October and Dixie 6 first 3 weekends in November.

Proposal Submission

Each Vendor must prepare a written response included in the submission which must include the following:

- 1. Letter of intent
- 2. Resume detailing experience in food service
- 3. Professional references (at least 3)
- 4. Contact Information
- 5. Insurance documentation
- 6. All professional licensing requirements listed under special qualifications
- 7. Portfolio and sample menu

Compensation

Vendor shall pay Legacy Park 10% gross sales. Must provide one (1) meal per event for Legacy Park crew.

Special Qualifications and Certifications

- 1. Must obtain and maintain a valid Food Handlers Permit
- 2. Must obtain and maintain a valid ServSafe Certification
- 3. Must obtain and maintain Workers Compensation coverage
- 4. Must obtain and maintain Business License
- 5. Must abide by contract with Washington County
- 6. Must be compliant with Southwest Utah Public Health Department
- 7. Must be willing to obtain TIPS card for future alcohol sales

Insurance

Vendor must obtain and provide a Certificate of Insurance showing that a valid worker's compensation policy exists and provides coverage for Vendor, employees of Vendor, any Subcontractors employed by Vendor, and any employees of a Subcontractor employed by Vendor.

Vendor Employees

Vendor may hire people to assist Vendor in providing the services contracted herein. However, if Vendor hires persons under the age of 18, Vendor must comply with all state and federal requirements, specifically including, but not limited to, the Fair Labor Standards Act, as regulated under 29 C.F.R. 570, and state law on the employment of minors under Utah Code Annotated, §34-23-201 *et seq.*

Health and Safety Requirements

Vendor must comply with the attached Southwest Health Department Inspection form. Vendor must also comply with the following:

- 1. Wearing of gloves is strongly recommended when handling and preparing raw foods and whenever else it is appropriate.
- 2. Eating in the kitchen is not allowed, regardless of whether the person is employed by Vendor or otherwise.
- 3. The Concession kitchen is not a gathering place or a place to bring friends, family or other persons. There are to be no unauthorized persons in the kitchen. The Vendor only has the authority to permit Vendor staff and volunteers who are providing the services contracted herein to access or enter the kitchen. This authority is only applicable to the times that Vendor is engaged in providing the services contracted herein and does not extend to allowing persons to enter the kitchen during irregular hours and/or for other business.
- 4. Catering from the Concession kitchen is not allowed. This includes using any Legacy Park facilities for personal or other business use.

Cleaning Requirements

The Concession kitchen and trailer at Legacy Park must be cleaned as follows:

1. Wearing of gloves is strongly recommended when handling and preparing raw foods and whenever else it is appropriate

- 2. Replace grease regularly according to general commercial standards
- 3. Clean Floors and sinks after each event
- 4. Scrub grill at the end of each use
- 5. Vent and hood cleaned at the end of each use
- 6. Walk in cleaned and food properly stored
- 7. Scrub and polish counters
- 8. Wash windows
- 9. Insure all sanitation procedures are followed

Inspections

Legacy Park management will periodically inspect all equipment and areas of Concession kitchen to ensure that they are clean. Vendor will correct any inspection fail within a reasonable time and provide Legacy Park management notice of correction.

Drug Free Work Environment Requirements

Vendor must provide the services solicited herein without being, or permitting employees to be, under the influence of illegal drugs, alcohol or any substance that impairs the ability to work safely.

Equipment

County will, at its own expense, maintain on the Legacy Park Concession kitchen equipment and fixtures that may be used by Vendor to provide the Contracted Services. In the event that Vendor breaks or damages said equipment due to misuse or neglect, Vendor shall be responsible to the County for the cost of repairing or replacing at the market value the piece of equipment broken or damaged, taking into account the depreciation and condition of said piece of equipment prior to the misuse or neglect by Vendor.

Contract Term

No less than one calendar year. However, term may be negotiated.

Basis of Agreement

Vendor will be an independent contractor and neither Vendor nor any agent, employee, or servant of Vendor may be deemed an agent, employee or servant of the County. Vendor is responsible for its own Federal, State, and Local tax.

This resulting contract will be food Vendor services and Vendor is not an employee of County and is not entitled to the benefits provided by the County to its employees. Vendor agrees to staff not only concession stand, but mobile trailer.

Vendor solely controls the method and manner of delivering the services required by this Agreement.

Dates and Times of Vendor Services

Varies based on events

Assignment

This resulting contract will not, nor will any interest in the resulting contract, be assignable, as to the interest of the Vendor, without prior written consent of the County.

Indemnification

Vendor must hold County harmless from any and all liability that may accrue as a result any resulting contract.

Amendment

The resulting contract may be amended upon the mutual agreement and consent of both parties and when the change is in the best interest of the residents of County.