2020 SEASONAL CONCESSIONS REQUEST FOR PROPOSAL

CANYON VIEW PARK

EPHRAIM CITY RECREATION DEPARTMENT
5 S. MAIN STREET, EPHRAIM, UT 84327

"To enhance the quality of life of Ephraim City residents by sustaining and creating safe, diverse, and affordable recreational opportunities through programs, events, activities, and facilities." - Ephraim Recreation Department Mission Statement
INTRODUCTION

The Ephraim City Recreation Department is seeking an experienced operator to provide concession services at the Canyon View Park. The concession stand must be operated in a professional manner, providing moderately priced food and beverages.

BACKGROUND

Ephraim City owns and operates the Canyon View Park located at 625 S. 100 E., Ephraim, Utah 84627. Canyon View Park is a very populated facility during the Summer months due to its open green space, splash pad, playground, pavilions, and amphitheater. The facility hosts multiple community-wide events, programs, and activities during the Summer months.

For 2020, Ephraim City is seeking a food vendor to provide concessions for the Canyon View Park facility.

SCOPE OF SERVICES

Scope of Operations: The proposer will provide quality concession services for the Canyon View Park visitors. The proposer may not use the facility for functions or activities other than for food services without prior written approval of the City.

Food Storage, Preparation, and Service: The proposer shall be responsible for the procurement, preparation, and service of all food and beverages. The proposer shall procure and pay for all food, food supplies, and related products used at the site. All foods prepared off-site shall only be prepared at a location approved by the City.

The City will provide the following:

- Power and Electricity
- Water
- Trashcans
- Picnic Tables

Any additional equipment, utensils, and storage will be the proposer’s responsibility to provide.

Terms of Contract and Food Service Days and Hours: The term of this contract shall be one (1) year, unless earlier terminated by the City pursuant to the terms herein: Unless otherwise agreed between the parties, the operation shall be for May 18th, 2020 through August 15th, 2020. The minimum hours of operation are as follows:

- Monday-Saturday 9:00 AM- 9:00 PM
- Days and times may be adjusted by mutual consent and must be in writing.
Minimum terms or rent and % of gross sales will be as follows:

$30 per month rent with 5% of gross sales.

**Other Vendors:** Event sponsors and vendors who do not compete with the contract concessionaire by selling like products will be reviewed and may be approved by Ephraim City. Any fees associated with the non-competitive vendors will be revenue for Ephraim City.

**Catering:** The proposer may, at its discretion, provide catering services for any games, tournaments, and events held at the Canyon View Park. The proposer may not use Canyon View Park facilities to cater events not associated with or approved by Ephraim City. Catered activities at the Canyon View Park are subject to the percentage of sales and beverage providers as though offered from the concession stands.

**Sanitation and Cleanliness:** The proposer shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The proposer shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. The proposer shall maintain the highest standards of cleanliness through such actions as regularly cleaning food preparation counters, floors/mats; and regularly removing and disposing of all garbage collected in the food service area.

**Menu and Pricing:** The proposer shall post its menu and price structure for food and beverages available for all customers.

**Compliance with Federal, State and Local Regulations:** The proposer shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker’s compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the proposer to comply with any or all such regulations shall not relieve the proposer of these obligations, nor of the requirements of this contract.

**Use of Area:** The proposer shall make no unlawful or offensive use of the concessions area and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

**Utilities:** The City of Ephraim shall be responsible for all utilities.

**INFORMATION AND INSTRUCTIONS TO BIDDER**

**Submission of Proposal:** Proposals will be received until 03/25/2020 at 5:00 PM. Proposals must be submitted in a sealed envelope or mailing container, clearly visible on the outside of the envelope the name of the business and the words "CANYON VIEW PARK CONCESSIONS".
The original proposal copy shall be signed by a representative of the proposer who is authorized to sign for and contractually bind the proposer. Proposals shall be submitted to Michael Patton, the Ephraim City Recreation Director, at Ephraim City Hall, 5 S. Main Street, Ephraim, Utah 84627. Proposals that are mailed: send to 5 S. Main Street, Ephraim, UT 84627. Proposals may not be submitted by electronic means.

Response Date: In order to be considered for selection, proposals must arrive to the City in the manner and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer. Submission of proposals or additional information offered after the closing date and time will not be accepted or considered.

Right to Modify Process: The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.

Addenda: In the event that it becomes necessary to revise any part of this RFP, an addenda will be provided to all prospective proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued no later than five (5) days prior to the RFP closing date. Receipts of any addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.

Accept or Reject Proposals: The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or delay or cancel this RFP process without liability to the City if the City determines it is in the public’s interest to do so.

Additional Information: The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

Equal Employment Opportunity Policy: It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation that must be assumed by the successful proposer as well.
Qualification Requirements: Each responsible proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

Pre-Proposal Interpretation and Addenda of Contract Documents: Any clarification or interpretation of the bid documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

Withdrawal of Proposal: A proposer may withdraw their proposal, by written notice submitted on the proposer’s letterhead, signed by the proposer’s authorized representative, delivered to the City prior to 5:00 PM on 03/25/2020.

Rights of City to Award or Reject Proposals: The RFP does not commit the City to award or enter into a food service license. The City reserves the right to:

Accept or reject any or all proposals or any portion thereof received as a result of this RFP.

To negotiate with any proposer.

Accept a proposal and subsequent offers for food services from other than the highest cost Proposer.

In determining the most responsive proposer(s), the City reserves the right to take into consideration any or all information supplied by the proposer in his/her proposal and the City’s investigation into the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City’s best interest.

If the proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.

Any food service contract arising from this RFP will be negotiated with the successful proposer. The successful proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a “Notice To Proceed”.

Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.

The City reserves the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer.
**Business License:** The successful proposer, prior to commencing operations, shall obtain a City of Ephraim Business License.

**Acceptance of Proposal Content:** The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award.

**Non-Assignment:** If a food service contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.

**Notice of Intent to Award:** All responsive and evaluated respondents to the formal RFP will be notified of the City’s intent to award a food service contract.

**RFP Process Dates**

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<th>Event</th>
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<tr>
<td>RFP Document Published and Distributed</td>
<td>02/28/2020</td>
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<td>Site Visit</td>
<td>03/18/2020</td>
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<tr>
<td>Proposal Deadline and Proposal Opening</td>
<td>03/25/2020</td>
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<td>Notice of Award</td>
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<td>Estimated Start Up Date</td>
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**Liability and Insurance:** The successful proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful proposer shall defend, save, and hold harmless the City, the City’s officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful proposer or its subcontractors, agents or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Ephraim of coverage by Commercial General or Comprehensive General liability insurance of not less than $2,000,000 combined single limits, and obtain an endorsement naming the City of Ephraim, its officers, employees, and agents as additional insured under each such policy.

**Laws of the State of Utah:** By submitting a proposal in response to this RFP, the proposer agrees that, any terms and conditions stated within any food service contract that is awarded as a result of this solicitation shall require:

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The proposer to comply with all food service laws of the State of Utah.

Be governed by the laws of the State of Utah without regard to conflict of laws principles.
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**Incurred Costs:** Neither the City, nor its officers, agents nor employees are liable for any cost incurred by proposer prior to issuance of a food service contract. All prospective proposers who respond to this RFP do so solely at the proposer’s cost and expense.

**Disposition of Proposals:** All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.

**Termination**

**Termination for Default:** The City shall have the right to terminate the contract at any time the City determines that the proposer has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City will give the proposer at least fifteen (15) days written notice before the termination takes effect. During the fifteen day period, the proposer must negotiate an acceptable written "plan to cure" with the City and cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance during the fifteen day period, as solely determined by the City, will result in contract termination for failure to provide satisfactory performance.

**Termination for Willful Failure or Refusal or for Emergencies:** The performance of work under the contract may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Food Service Contract or if the City determines that an emergency exists.

**PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION**

Those interested in responding to this Request for Proposals must submit the following information to Ephraim City. Ephraim City has the right to disqualify any and all proposals. Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal should include the following items:

- Completed Application Form
- Copy of Current Business License or Application for Ephraim City Business License
- Sample Menu with Pricing Structure
Selection Process

RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements outlined in the Request for Proposals.

Personal interviews may be conducted following panel review of submitted proposals. The City will negotiate a final agreement with the successful proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur.

The successful proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

Evaluation Criteria
Proposals will be evaluated based on the criteria shown below. If interviews are held, the top ranked proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

Criteria:

Ability to meet anticipated startup date.

Menu selection and pricing structure.

Previous experience in the food handling business. Prefered experience in concession operations.

Note: Ephraim City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.
Ephraim City Concession Application Form: 
Canyon View Park

Applicant Information

Organization’s Name: __________________________
Address of Place of Business: __________________________

Primary Contact: __________________________________________
Address: __________________________
City: __________ State: __________ Zip: __________
Name: __________________________
Email: __________________________
Title: __________________________
Website Address (If Applicable): __________________________

Organization Information

Type of Organization (i.e. corporation, sole proprietorship, etc.) : __________________________
Years of Experience in the Food Service Business: __________________________
Years of Experience in the Concession Business: __________________________

Does the organization have a current Ephraim City Business License? Yes___ No___
If Yes, please attach a photocopy of your Ephraim City Business License. If No, please attach a
copy of your Business License Application.

Please describe your proposed services.
________________________________________________________________________
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Please describe any additional equipment you will use for the proposed services.
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Planned Prices

Complete the chart below of the products you intend to sell, the portion size, and price.

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**Signature**

By signing below, the proposer and organization understands and agrees to all the terms and conditions outlined in Ephraim City’s Request for Proposal for the Canyon View Park Concessions.

Applicant Signature

________________________________________

Applicant Printed Name

________________________________________