



COTTONWOOD HEIGHTS PARKS AND
RECREATION SERVICE AREA

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Cottonwood Heights, UT 84121
(801) 943-3190

Request for Proposal
2026 CONCESSIONAIRE

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Introduction

The Cottonwood Heights Parks and Recreation Service Area (“CHPRSA”) is a special taxation district featuring parks and a large recreation center governed by elected Board of Trustees. It is independent of the City of Cottonwood Heights and Salt Lake County. The Cottonwood Heights Recreation Center operates 7 pools, ice arena, racquetball courts, fitness/cardio rooms, gymnasium, running track and meeting rooms. The Recreation Center is located at 7500 South 2700 East, Cottonwood Heights, UT 84121

The Cottonwood Heights Parks and Recreation Service Area (“CHPRSA”) is pleased to offer an opportunity for a qualified food service proprietor (“*Concessionaire*”) to operate the snack bar concessions at the Cottonwood Heights Recreation Center. The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate plans for the operation and document compliance with appropriate laws and regulations.

CHPRSA desires to enter into a contract with a qualified and acceptable Concessionaire for provision of all labor, supplies and materials necessary to successfully accomplish the operation of food services for the Recreation Center. As more fully explained below, the selection of a Concessionaire will be based on the RFP received as well as on CHPRSA’s determination of the bidders’ respective expertise, experience, and resources that can complement the Recreation Center in successfully providing food services for the public.

2. **Intent** Although it is the intent of this Request for Proposals (this “*Request*”) to set forth the minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement prepared by the CHPRSA Attorney will be signed by CHPRSA and the selected Concessionaire detailing the final scope and parameters of the food services, timeline, term, compensation, hours of operation, etc.

3. **Detailed Requirements of a Concessionaire**

A. CONCESSIONAIRE shall equip the premises with all equipment and supplies necessary to operate the concession with the exception of:

- (1) Ice Maker and Bin
- (2) Commercial Freezer
- (3) Commercial Refrigerator

The above items are owned and will be maintained by CHPRSA.

B. CHPRSA is responsible for the utilities of the concession area.

- C. CONCESSIONAIRE shall provide all staff and management of the concession.
- D. Operate concessions a minimum of seven (7) days a week beginning as early as 10 days before Memorial Day through Labor Day. Concessions shall operate during public swimming hours during this “summer season” period.
- E. Upon approval CONCESSIONAIRE may operate during special events throughout the year to serve the public. This includes but is not limited to: Oktoberfest Skating Competition (four days in September), Jr. Grizz Hockey Tournament (Martin Luther King weekend), ice skating shows (spring, summer winter) and various other events held at the Recreation Center.
- F. CONCESSIONAIRE shall offer a variety of light foods, snacks, treats, frozen items and drinks to customers. A variety of healthy foods is encouraged for offering to the public. Alcohol is strictly prohibited.
- G. The CONCESSIONAIRE shall provide soft drinks from a soft drink company designated by CHPRSA.
- H. The CONCESSIONAIRE is responsible for maintaining and operating the facilities in a clean and sanitary condition at all times and at CONCESSIONAIRE’S sole expense.
- I. CONCESSIONAIRE shall provide a bond of \$300 and insurance to CHPRSA in addition to all necessary permits and licenses for operation.
- J. CONCESSIONAIRE shall enter into a four (4) year contract with CHPRSA with a one (1) year extension possibility.

4. **Proposal Content and Instructions to Proposers.** A proposal submitted in response to this Request shall be in the format outlined below and shall be signed by an officer of the proposer with authority to commit the firm. Proposals should be clear and concise, and will be evaluated against the criteria listed below. Include the following in the proposal:

- A. Names of the individuals who will be responsible for the execution of the contract and operation of the concessions.
- B. Sample menu and prices of the items that will be offered through the concessions. Please include items that are healthy alternatives such as juices, pretzels, yogurt and fruit.
- C. Experience related to operating a concession in addition to two (2) references.
- D. Commission from gross receipts CONCESSIONAIRE will pay to CHPRSA.

- E. Business plan of how the CONCESSIONAIRE plans to operate the concession; this includes how CONCESSIONAIRE is going to attract customers, provide first class service to customers, keep customers coming back, etc.

5. **Response Requirements.** Three copies shall be submitted to CHPRSA Financial Manager, Audrey Durfee at CHPRSA's address specified above no later than **Wednesday, September 16, 2026 at 2:00 pm.** Any response, modification or amendment received after that deadline is late. No late responses will be accepted and will be returned unopened. Electronic responses will be accepted. Printed materials shall be 8 ½" x 11", portrait format.

6. **Length.** The proposal shall not exceed 10 pages, not including dividers and covers. Submissions should be concise and targeted to the objectives of the Concessionaire RFP. The Review Panel (defined below) will focus more on the conciseness, quality and relevance of the submission rather than its magnitude.

7. **Clearly Marked.** Each proposal must be clearly marked as: "*Proposal for Cottonwood Heights Parks and Recreation Service Area Concessions.*"

8. **Ownership.** All proposals shall become CHPRSA's property and are subject to the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 *et seq.* Any proprietary information contained in the response must be clearly marked and delineated. *See, e.g.,* UTAH CODE ANN. 63G-2-309. CHPRSA may release any information contained in the response that is not marked and delineated as proprietary.

9. **Schedule.** CHPRSA anticipates the following schedule:

<u>Event</u>	<u>Date</u>
Request for Proposals Issued	August 18, 2026
Response Deadline	September 16, 2:00 p.m. MST
Concessionaire Selected	October 14, 2026
Signed Concessionaire Agreement	by October 28, 2026

10. **Evaluation and Selection Process.** CHPRSA will select the CONCESSIONAIRE on the basis of demonstrated competence, similar experience, qualifications, sample menu and the other information to be contained in responsive proposals. A selection committee or individual (the "*Review Panel*") will be appointed by the CHPRSA Executive Director (the "*Director*") to analyze the responses to this Request. Each proposal will be evaluated based on responsiveness to CHPRSA's needs and the award, if made, will be to the proposer who CHPRSA, in its sole discretion, deems most responsive to the requirements of this

Request and CHPRSA's needs. Subject to the foregoing, CHPRSA anticipates selecting the Consultant using the following evaluation criteria:

Menu and Pricing	35%
Relevant Experience	15%
Commission Paid to CHPRSA	25%
Business Plan to Serve Customers	25%

CHPRSA may make a final selection directly from the submitted proposals or may "short list" several proposers for additional submissions and/or presentations. Oral presentations may be required at CHPRSA's discretion. If oral presentations are required, then they will be scheduled after the Review Panel completes its analysis of the responses and will be made at the presenter's expense.

11. **Terms of Contracts.** The successful proposer will be required to enter into a comprehensive written agreement with CHPRSA for the Project. The CHPRSA Attorney, working with the selected proposer, will negotiate and draft such agreement, which will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as CHPRSA reasonably may require. If the selected proposer and the CHPRSA Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by CHPRSA and negotiation will continue with such other proposer until an acceptable agreement is completed.

12. **Suspension of Process, Etc.** CHPRSA reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of CHPRSA, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and CHPRSA shall not be liable for any cost associated with preparation by any party of any response to this Request. Although CHPRSA anticipates selecting one of the proposers as the CONCESSIONAIRE, there is no guarantee that any proposer will be selected. CHPRSA also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in CHPRSA's best interest. In no event shall CHPRSA have any liability for the cancellation of the award.

13. **Contact Person.** Any questions or requests for clarification must be submitted in writing to Audrey Durfee, Financial Manager by mail at the address specified above, by email at audrey@chparksandrecut.gov. Such questions or requests must be received by 5:00 p.m. at least five business days before the submittal deadline. To assure consistent responses to questions or requests for clarification, proposers are instructed **not** to contact any other CHPRSA officers (including elected officers) or employees. Ms. Durfee will endeavor to respond to any such request(s) for clarification or additional information and, if Ms. Durfee deems (in her sole and

absolute discretion) that such response is of general applicability, then her response, if any, will be distributed to all vendors who have received the RFP via e-mail.