



## Food Vendor Request for Proposals

The Town of Duck is seeking proposals for food vendors for the Duck Jazz Festival presented by PNC on Sunday, October 13, 2019. This is a one-time request, with no guarantees of selection, or that the program will continue in future years.

The Duck Jazz Festival is an outdoor, free concert being held on the Duck Town Green, 1200 Duck Road, Duck, North Carolina 27949. Festival gates open at 10:00 a.m. and concludes at dusk. Festival attendees may bring their own food, coolers, blankets, and chairs. The estimated event attendance, based upon prior years, is 7,000.

### Conditions:

- Vendors must have a storefront which serves food and meets Dare County Health Department requirements within the Duck Commercial District.
- Vendors will set up under the covered picnic shelter at the Duck Town Park.
- Due to limited space, no more than three vendors will be selected.
- Food items will be packaged and sold for take-away and enjoyment on the Duck Town Green.
- No dining seating will be available under the Vendor area, but a covered seating area will be provided.
- Town of Duck will provide tables and trash receptacles.
- There are no on-site catering facilities available; shelter has limited power supply; and access to potable water is available.
- Vendors will be responsible for all on-site storage, refrigeration, service staff, and methods of customer payment.
- The sale of alcohol is prohibited.
- The sale of bottled water and canned/bottled sodas is prohibited.
- Selected vendors will purchase a date-specific event permit from the Town of Duck for \$200, a \$75 temporary food establishment permit fee to Dare County Department of Public Health and retain any and all sales proceeds.
- Vendor will meet all Dare County Health Department Temporary Food Establishment Requirements, including a day of food and site inspection. Vendor will be required to get a Temporary Food Establishment Permit from DCHD.
- All Town Park and Facilities rules and ordinances will be adhered to by the Vendor.
- All Town Facilities are non-smoking.
- Vendor will sign a contract upon acceptance by the Town of Duck.

**To Submit a Proposal:** Those wishing to provide Food Vendor services shall submit a request for consideration in a sealed envelope marked "Duck Jazz Festival Food Vendor", to the Duck Town Office at 1200 Duck Road or mailed to PO Box 8369.

**Deadline: Applications must be received by 1:00 p.m., September 6, 2019.**

**Proposals Shall Contain the Following Minimum Information:**

- The name of the business, address, and contact information including email and mobile telephone number of Vendor contact person.
- The business must have a Duck storefront located within the zoned commercial areas of the Town of Duck.
- The business must be equipped to provide off site catering.
- The business must be licensed and insured to provide off-site catering. (Please provide copy of license.)
- Information regarding the off-site catering experience of the proposer to include, but not limited to, years of experience, sample events, etc.
- A list of food and beverage items with proposed pricing to be sold at the Duck Jazz Festival. A minimum of two food items is required which may include a vegetarian item or children's item.
- The names and contact information of two (2) references.
- The signature of the proposer agreeing to abide by all Town of Duck regulations.

**Miscellaneous Requirements and Regulations:**

- All delivery vehicles used by Vendor shall be relocated to a designated parking spot or off site as established by the Town, and shall not be left immediately adjacent to the selling area. All delivery vehicles must be credentialed two weeks prior to the festival.
- The Vendor shall not use any amplification, nor shall verbally seek to attract customers.
- Any signage shall be approved by the Town of Duck and shall relate solely to the products being sold by the vendor at Duck Town Park.
- Vendor may not use the Town of Duck, Duck Jazz Festival, or any related logos in advertising, on merchandise, or for any commercial or personal use without the express written consent of the Town of Duck.
- Vendor may not use any photographs, publicity, or other promotional materials from the Duck Jazz Festival to promote the Vendor's participation in the Festival prior, during, or after; to promote the Vendor's business; or for personal use without express written consent of the Town of Duck.
- The Vendor may be required to obtain food service licenses as required by state and local law, including a Temporary Food Permit from Dare County Health Department.
- Food vendors are prohibited from selling bottled water or canned/bottled sodas. Tea, fresh squeezed fruit juices and coffee are allowed.
- No other events, businesses, or organizations may be advertised or promoted.
- The Vendor shall always have available hand sanitizer for workers and customers and provide hand washing facilities for staff.
- All employees shall wear suitable attire demonstrating their affiliation with the food vendor, i.e. shirts with logo, jackets with logo etc. or name tag.
- Vendor's employees will not be under the influence of alcohol or consume alcohol during the course of the work day.
- Smoking is prohibited in all Town facilities and at the Town Park and Boardwalk.

- Vendor will be set up and ready to sell by 9:30 a.m. the day of the festival and remain in place until the festival ends at approximately 7:00 p.m.
- The Town of Duck reserves the right to do a background check of the owner and of all employees.

**Insurance Requirements:**

The selected Vendors may be required to supply the Town of Duck a certificate of insurance listing the Town of Duck as an additionally named insured - \$1 million minimum. Coverage shall be for not less than the following amounts:

**General Liability** including comprehensive form, premises/operations, underground explosion and collapse hazard, products/completed operations, contractual, independent contractors, broad form property damage and personal injury.

- \$1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$2,000,000 Bodily Injury and Property Damage Aggregate
- \$2,000,000 Personal Injury Aggregate

**Workers' Compensation and Employer's Liability**

- \$500,000 each accident
- \$500,000 Disease - Policy limit
- \$500,000 Disease - Each employee

**THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS. THE AWARD OF DUCK JAZZ FESTIVAL FOOD VENDOR PERMITS SHALL BE MADE BY THE TOWN AND IS NOT OPEN TO APPEAL.**