REQUEST FOR PROPOSALS

SALT LAKE COUNTY

Concession Operation at Mountain View Golf Course

RFP #PAR134707

Date of Issue: 11/23/2026

SALT LAKE COUNTY

TABLE OF CONTENTS

Part 1: Overview and Instructions

1.1 Purpose of the Request for Proposals
1.2 Deadline for Proposal Submission
1.3 Projected Schedule for the RFP Process
1.4 Site Visit Meeting
1.5 Question Submission

Part 2: Scope of Work and Requirements

2.1 Background
2.2 Scope of Work
2.3 Length of Agreement
2.4 Fee and Escalation Clause
2.5 Insurance Requirements
2.6 Proposal Format / Submission Requirements

Part 3: Response Evaluation and Notice to Proposers

3.1 Evaluation and Scoring Criteria
3.2 Written Agreement Required
3.3 Notice to Proposers

EXHIBIT A – Concession Equipment

ATTACHMENT A - Proposal Cover Summary
ATTACHMENT B – Request for Protected Status
ATTACHMENT C – Procurement Preference System
ATTACHMENT D – Environmental Compliance Practices
ATTACHMENT E – Example RFP Contract

Part 1: Overview and Instructions

1.1 Purpose of the Request for Proposals "RFP"

Salt Lake County, on behalf of Mountain View Golf Course "County" is soliciting proposals from qualified firms "Proposer / Contractor" to provide concessionaire services at the golf course. The concessionaire will operate the fountain area, kitchen area, and dining room. It is important that the concession be maintained and operated in a manner keeping with highest standards of service and quality.

This RFP is intended to provide interested Proposers with sufficient minimum requirements. The requirements in the Scope of Work for this RFP are not intended to limit a proposal's content or creativity. Proposers may submit innovative ideas, new concepts, and optional features in response to this RFP. Proposers are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP. However, Proposers must address the needs and requirements stated in the Purpose and Scope of Work of this RFP.

The award of additional features beyond the minimum requirements is in the County's sole discretion and will be clearly identified in the resulting contract if it is deemed appropriate by the County and falls in line with the initial RFP Scope of Work.

It is the intention of the County to hire a qualified manager/operator to be responsible for the concession operation at the golf course.

It is the intention of the County to hire one contractor.

1.2 Deadline for Proposal Submission

Proposals must be uploaded before **1:00 PM** on December 21st, 2026, in Contracts and Procurement online solicitation system, the Utah Public Procurement Place (U3P) powered by Bonfire:
https://utah.bonfirehub.com/portal/?tab=openOpportunities
No proposals will be accepted after the closing date and time.

1.3 Projected Schedule for the RFP Process

County reserves the right to modify the following schedule at its discretion:

Activity	Date
Site Visit Meeting	November 30th, 2026
Final day to submit questions	December 7th, 2026
Proposal Due Date	December 21st, 2026

Committee Meeting	January 5th, 2026
Proposer Interviews	TBD
Anticipated Notice to Proceed	February 2027

1.4 Site Visit

Interested Proposers are invited to attend a site visit meeting to discuss the project and to ask questions about this RFP. It will be held on **November 30th, 2026, at 1:00 pm.** It will be at the Mountain View Golf Course located 2400 Gardner Ln, West Jordan, UT 84088.

Proposers are encouraged to submit their questions in writing before the meeting through the county's online solicitation system, the Utah Public Procurement Place (U3P) powered by Bonfire/Euna. The meeting is for informational purposes only and is not binding. If the RFP needs to be modified or clarified, the County will issue a written amendment on UPPP.

1.5 Question Submission

Questions may be submitted through U3P until the deadline for questions submission which is **December 7th, 2026, at 1:00 pm**. Answers to the questions will be posted in U3P Bonfire for everyone to view. **Do not contact County officers or employees, or selection committee members.**

Part 2: Scope of Work and Requirements

2.1 Background

2.1.1. Mountain View is an 18 Hole municipal golf course. It is the intention of the County to hire a qualified manager/operator to be responsible for the concession operation at the golf course.

2.1.2. The concession shall operate, at the minimum, on the same days and during the same hours of operation as the golf course, to ensure reasonable service to the golfing public.

2.1.3. The concessionaire shall have a full-time manager on the premises during regular operating hours as point-of-contact and one being authorized to conduct daily business for the concessionaire.

2.2. Scope of Work and General

2.2.1 The concessionaire will operate the fountain area, kitchen area, and snack bar. It is important that the concession be maintained and operated in a manner keeping with highest standards of service and quality. The services to be provided shall include, but not necessarily be limited to, preparation and sales of light foods, sandwiches and beverages, to include beer, subject to the restrictions of any applicable State or local statutes presently enacted, or

which may be enacted. Services shall also include the sale of tobacco products, candy, gum and similar items.

2.2.2 Salt Lake County shall provide the equipment from the attached list, for use by the concessionaire at the Mountain View Golf Course (Exhibit A).

2.2.3 The concessionaire shall supply any and all additional equipment necessary to properly operate the concession service, at concessionaire's sole cost and expense.

2.2.4 If the concessionaire wishes to modify the premises or clubhouse facilities, the concessionaire shall submit a detailed written request to make such changes to the County's representative. County may approve or deny such requests in the County's sole discretion. All approvals must be in writing and must be issued prior to any action being taken by the concessionaire to implement such changes. All changes or modifications shall be at the concessionaire's sole cost and expense. Upon termination of the contract, County may require Contractor to restore the premises to its original state at concessionaire's sole cost and expense.

2.2.5 Salt Lake County reserves the right to use outside vendors and/or establishments in lieu of concessionaire for goods and services; and no fees will be incurred for such use by Salt Lake County. Salt Lake County reserves the right to use the dining area for County Events and no fees will be incurred for such use.

2.2.6 Should concessionaire choose to install vending machines as an adjunct to its service menu, they shall be located within the concession area as defined by contract. The concessionaire must obtain prior written approval from the County for the exact location prior to installing vending machines. County may deny the request in the County's sole discretion

2.2.7 Licensing: Concessionaire must acquire all applicable federal, state, and local licenses before the contract is entered into between County and the selected respondent. Concessionaire must maintain all licenses throughout the entire contract period.

2.2.8 Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code.

2.2.9 Proposer bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.

2.2.10 Scheduling maintenance/repairs and accompanying costs on all kitchen, banquet room, snack bar, fountain area, and other concession related equipment, whether provided by the County or the concessionaire, <u>shall be the sole responsibility of the concessionaire</u>.

2.2.11 The concessionaire shall bear the costs and maintain a clean and inviting atmosphere in the areas of the clubhouse for which the concessionaire is contractually responsible. This will include, but not be limited to the following:

- Outside patio and furniture
- Pavilion area and furniture

- Windows of the concession area (inside and outside)
- Grill filters
- Grill and fountain areas

During non-golfing events, the concessionaire shall maintain and clean hallways, bathrooms, other areas pertaining to event.

2.2.12 The concessionaire shall provide and bear the costs of a dumpster for all litter and trash generated through its business operations and is responsible for a minimum of biweekly (twice a week) removal of the trash by a trash removal service.

2.2.13 During and after non-golfing events, maintain and clean hallways, bathrooms, other areas pertaining to event.

2.2.14 County has the right at any time to inspect the facilities, spaces, and equipment owned by County and occupied or used by the concessionaire.

2.2.15 The concessionaire must follow all guidelines issued by the State of Utah and by the County, including the Salt Lake County Health Department, relating to the services provided by the concessionaire.

2.2.16 The concessionaire shall provide the golf course manager with a complete list of pricing, including group business and catering for review and approval. Any changes to pricing will need prior approval from the County. County reserves the right to review and approve, in County's sole discretion, pricing of food and beverage items on an annual basis or as needed. If County denies the proposed pricing, the concessionaire may re-submit pricing

2.2.17 Utility Fees: The awarded vendor will be responsible for utility fees for the kitchen and café areas. Year 2027 will be a flat monthly rate as follows: This may be adjusted annually.

2.2.18 Utilities: - During the year 2027 it will be a flat rate as follows:

$0/month during January to February
$150/March to April
$300/month May to September
$150/month during October, November & December

The following rental fees will apply to non-golfing events scheduled. The fees may be adjusted annually.

- $150 pavilion rental

Payment for the concessionaire's use of the pavilion will be remitted to the County with concessionaire's monthly Gross Sale payment. Contractor may exclude the $150 rental fee amount from Contractor's Gross Sales amount. However, Contractor shall include any amounts Contractor charges renters over $150 for rental. For example, if Contractor charges a renter $300 for the rental of the pavilion Contractor will remit the $150 fee to the County and must include the remaining $150 of the charged rental fee in Contractor's calculations for that particular month.

2.2.19 The Contractor will pay the County a $1,500.00 cleaning deposit within 30 days of executing this Agreement, and before taking physical possession of the space. Upon termination of this Agreement, County may apply the deposit against payment for any cleaning costs or damage repair costs attributable to the Contractor. The County will refund any unused amount to the Contractor.

2.3 Length of Agreement

The initial contract term shall be for 2 years from the date of contract execution. The agreement may be renewed for two (2) additional two (2) year terms under the same terms and conditions.

There is no guarantee that contract(s) will be awarded from this solicitation.

2.4 Fee and Escalation Clause

2.4.1 Contractor shall pay County _____% of Contractor's gross sales of daily concessions, room and pavilion rentals, and tournament revenue.

2.4.2 "Gross sales" is defined as all monies or consideration Contractor receives from its operations or activities under this Agreement, including concessions, events, vending machines, events at the Event Center whether for the County or for private events at the Event Center if the Concessionaire uses the County's premises or equipment to provide services to the private event, catering events for the County, or from any other business for which Contractor uses the County premises or equipment, less the sales or excise taxes imposed.

2.4.3 Contractor shall pay County in arrears on or before the 10th day of each calendar month for the preceding calendar month. Contractor shall submit a verified statement of the previous month's total gross sales, as defined herein, with each payment. Payment is to be made to the County Contract representative.

2.4.4 Contractor shall keep full and accurate records showing all its business transactions, kept in a form satisfactory to the County. Contractor shall maintain these records for at least three years and keep them on the premises or at another location within Salt Lake County mutually agreeable to the Parties.

2.5 Insurance Requirements

Insurance Requirements. Before assuming control of the concessions and providing any concessionaire services, Contractor agrees to secure and maintain the insurance policies as detailed in the Contract, at the following amounts:

2.5.1 Workers' Compensation. Workers' compensation insurance with statutory limits as required by the State of Utah unless a waiver of

coverage is allowed and acquired pursuant to Utah law and Employers Liability insurance with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

2.5.2 Commercial General Liability. Commercial general liability insurance on a standard occurrence form, in the minimum amount of $500,000 per occurrence with a $1,000,000 general policy aggregate.

2.5.3 Commercial Automobile Liability. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of $500,000 per person, $1,000,000 per accident, $250,000 property damage or a single combined limit of $1,000,000.

2.5.4 Errors and Omissions. Contractor shall carry errors and omissions insurance in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate.

2.6 Proposal Format / Submission Requirements

Submit proposals in the online solicitation system (U3P). All proposals should be formatted as three (3) separate PDFs: 1) Program Proposal; 2) Pricing Proposal; and 3) Supplemental Attachments (Optional). **NO MORE THAN THREE (3) SEPARATE DOCUMENTS SHOULD BE SUBMITTED.**

Proposers must submit a narrative response to the elements outlined in 3.1 Evaluation and Scoring Criteria and conform to the submission requirements listed below.

Proposals not following the Proposal Format/Submission Requirements outlined herein, may result in being deemed non-responsive.

1. **Program Proposal (PDF #1):**

   A. Document #1 (Program Proposal) should begin with the completed **Attachment A Proposal Cover Summary (Required)**. Attachment A is not included in the page count.

      a. Table of Contents should be included, organized in the same order as the Evaluation Criteria in Section 3.1 (not included in the page count).

      b. Format should be 1) 8-1/2 X 11 size with white background 2) portrait layout only and 3) black 12-point font. Section headings may be in color and a larger font.

      c. The PDF view should be in Single-Page layout.

d. Title page, cover letters are not required but are acceptable (not included in the page count).

B. The narrative response to the elements outlined in 3.1 Evaluation Scoring Criteria may not exceed **25 pages**.

C. The Program Proposal should include within the PDF all exhibits (Resumes count toward the narrative limit, all other exhibits do not count toward the narrative limit).

D. The Program Proposal PDF with all attachments, exhibits, appendices, etc., is limited to 10 MB to allow for electronic distribution.

2. Pricing Proposal (PDF #2):

A. Excel in lieu of PDF documents are acceptable unless otherwise specified in the RFP.

3. Attachments (PDF #3)

A. Attachments B, C, D, E ***(Optional)***

1. If requesting protected record status complete **Attachment B** and upload a redacted program proposal.
   - All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted. Refer to Section 3.3.A.
   - Failure to provide a redacted copy, or otherwise comply with the requirements, waives your request for protected record.

2. If requesting preferences, include the completed **Attachment C** and proof. Refer to Section 3.1.A.

3. **Attachment D** County's Environmental Compliance Practices and Non-Debarment Certification compliance. Proposers should attest to the Attachment D compliance statement in the U3P event Questions Section. Proposers are not required to submit a signed Attachment D.

4. If requesting alterations to **Attachment E** or the RFP per Section 3.2 of this RFP, include a PDF of items requested and reasonable alteration desired.

Part 3: Response Evaluation and Notice to Proposers

3.1 Evaluation and Scoring Criteria

Response to the program proposal will be evaluated, scored, and ranked by a Selection

Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project; a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project; a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements; a score of "0" is given.

Proposals will be evaluated, scored, and ranked on the following criteria. The program proposal is 80% of the scoring, and the pricing proposal is 20% for a total of 100.

1. **Program Proposal**
   The **program proposal** will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation.

20% Firm's Qualifications
The consultant's demonstrated ability to perform the required services at specified levels described in the Scope of Work and Tasks To Be Completed.

10% Relevant Experience
The offeror's background and related experience in conducting similar projects of comparable size and complexity.

20% Sample Menus
Sample menus of food items the Concessionaire proposes to serve for each concession service at the golf course, including pricing.

20% Staffing Plan
The Concessionaire's staffing plan including staff experience in the food concession business and the on-site manager's authority and responsibility.

10% Business Plan
The Concessionaire's general business philosophy and business plan.

2. **Pricing Proposal:**
   The pricing proposal will be reviewed separately.

20% Proposed Fee
The percentage of gross sales the Concessionaire proposes to pay Salt Lake County.

All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

A. Preference System
Salt Lake County may adjust scoring pursuant to its Preference System established by ordinance and policy. Please complete **Attachment C** preference system and include the required proof of request.

B. Interview, Demonstration, and Site Visit.
The Selection Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

C. Recommended Award
After the Selection Committee has completed their evaluation, they will notify the County Mayor of the top-ranked Proposer. Award is conditioned upon the execution of a satisfactory contract.

D. Debrief Meetings
Debrief meetings with the selection committee members will not be allowed, however, a Proposer may discuss the RFP process with the chair/facilitator of the committee at any time.

3.2 Written Agreement Required

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written agreement with

County and agree to all the terms set forth in the Example Contract, attached to this RFP.

If you wish to request alterations to the RFP, including any of the terms of the example RFP Contract (Attachment E), or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted as a separate PDF and labeled "Requested Alterations." Only those alterations so specified will be available for discussion or negotiation. Proposer understands that deviations from the Example Contract are made at the County's sole discretion.

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

3.3 Notice to Proposers

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. Government Records Access and Management Act (GRAMA):
County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal all of the following: (1) a written claim of business confidentiality, (2) a concise statement of reasons supporting the claim of business confidentiality, and (3) a separate copy of the proposal with the information requested to be protected redacted. **Failure to comply with any of the three requirements for a claim of business confidentiality waives the request for protected record.** Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as **Attachment B**. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be**

considered non-responsive if marked as such.

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

   If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

   By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to pay all legal fees incurred by the County in the defense of any such action.

C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

D. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

F. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal,

attending the pre-proposal conference, and attending the interview.

G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: https://corporations.utah.gov/.

H. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any amendments (addenda), do so at their own risk.

I. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.

J. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.

K. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on U3P. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

L. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

M. Ethical Standards: Proposer represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

N. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of $100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of the Contract.

O. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0300. TTY users may call 711.

P. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please refer to **Attachment D**.

Q. Notice to Retirees of Utah Retirement Systems ("URS")
County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

R. Employee Status Verification System

Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with County.