



SUBJECT: REMOTE FOOD VENDING AND DISTRIBUTION

- I. PURPOSE: To address mobile food vendor solicitation requests, vending, and remote distribution of food on campus, and assure that safety issues and operational risks such as food borne illnesses, explosions, fires, property damage, and environmental concerns have been addressed by potential food distributors.

This Policy is recognized as an accessory to all active contracts for food vending and distribution held between Food Vendors and Southern Utah University (University).

II. REFERENCES

- A. Utah Rule R392-100. Food Service Sanitation
- B. Utah Code - Title 15A. State Construction and Fire Codes Act
- C. Southwest Utah Public Health Department – Mobile Food Service Guidelines
- D. Southwest Utah Public Health Department – Food Establishment Operational Assessment

III. DEFINITIONS

- A. Food Cart: means a cart:
 - 1) That is not motorized; and
 - 2) That a vendor, standing outside of the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption; and
 - 3) Is self-contained and built for the purpose of distributing food, moved under the power of another vehicle or by a person; and
 - 4) May require utilities from the location in which it is located.
- B. Food Truck: means a fully encased food service establishment:
 - 1) On a motor vehicle or a trailer that a motor vehicle pulls to transport; and
 - 2) From which a food truck vendor, standing within the frame of the vehicle or trailer, prepares, cooks, sells, or serves food or beverages for immediate human consumption; and



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- 3) Must have all equipment kept within or on the mobile unit at all times.
 - C. Mobile Food Vendors: (Food Vendors) include food trucks, food carts, food vending machines, and individuals selling or distributing food on Campus.
 - D. Remote: refers to any area other than dedicated food service accommodations designed in the construction of the building (i.e. Sharwan Smith Center food court, Hunter Conference Center kitchen, Event Center concessions windows, etc.)
 - E. Sell or Selling: includes all commercial distribution of food from a mobile food vendor, including selling food or giving away free samples. Mobile food vendors may not sell items, goods, or wares other than food.
- IV. EXCLUSIONS FROM THIS POLICY:
- A. Food Vendors under contractual obligation with Athletics
 - B. Food Vendors under contractual obligation with the Utah Shakespeare Festival
 - C. Food Vendors under contractual obligation with SUU for special events
- V. POLICY
- A. Solicitations
 - 1) The University expects a formal proposal addressing the provisions of this policy will be submitted by interested parties, either independent of, or in response to, a formal University Request for Proposal (RFP) to operate a vending operation on the SUU campus. The following are required at least 30 days prior to any vending operation installation:
 - a. Satisfaction of State procurement requirements per the University Purchasing office;
 - b. Coordination with SUU Food Service leadership;
 - c. Approval from the VP of Finance and Administration;
 - d. A positive outcome of a feasibility analysis performed by Facilities Management (location, electrical power, fire, exhaust issues, etc.).



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- 2) Recurring vending location: The mobile food vendor may be granted a recurring vending location according to the terms of an RFP or other contract language.
- 3) The university reserves the right to revoke a vendor's contract and may exclude a vendor from any future campus engagements or activities if contract terms are not met.

B. Responsibilities

- 1) Food Vendors shall operate under the terms of a signed *Subcontract Agreement* and will be responsible to the primary SUU Food Service contract holder.
- 2) All Food Vendors must meet University safety, operational and environmental guidelines, and are subject to inspection for food and fire safety prior to and during operation on campus.
- 3) All Food Vendors are required to maintain insurance coverage (see Exhibit A), and keep permits up to date. Expired permits or lack of insurance will be considered a breach of contract and result in possible non-eligibility for future participation on campus.
- 4) All food vending operations must occur from vehicles, carts, or facilities which have been built for the unique purpose of preparing and distributing food to the public. All food vending operations must meet local and national standards for commercial food service and are subject to inspection by the authority having jurisdiction. Permission to distribute food may be revoked upon violation of any National or Local Code governing such activities.
- 5) Food Vendors must be appropriately staffed during hours designated in the *Subcontract Agreement*. Food Vendors should give 24 hour notice if unable to arrive when scheduled.
- 6) Food Vendors will have the ability to accept various forms of payment.
- 7) Food Vendors must maintain a state of mobile readiness at all times.
- 8) Food Vendors must be ready to provide services according to the terms of the *Subcontract Agreement*.



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- 9) Food Vendors are only allowed to advertise on the truck/stand itself. Food Vendors may not place flyers or signage on campus for advertising or promotional purposes. Carts or food trucks must be clean and presentable at all times and be free of content that would be deemed offensive according to contemporary community standards.
- 10) Food Vendor Units shall have mechanical refrigeration for all potentially hazardous food, with ice used only as a supplement to refrigeration.
- 11) Food Vendors are not allowed to play music or make other loud noises that could be disruptive to campus activities.
- 12) Food Vendors shall not dispense food or beverages in glass containers.
- 13) Food Vendors may not dispose of any materials, including rinse or wash water, any spilled materials, or any waste into parking lots, streets, gutters, storm drains, or landscaping areas.
- 14) Food Vendors, under this policy, are not allowed to serve alcohol on campus.
- 15) Food Vendors agree to remove the cart/food truck upon expiration of the permit/contract.

C. Setups

- 1) Approved Food Vendors must operate in accordance with this policy for setups, under the direction of SUU Food Services and Facilities Management.
- 2) Facilities Management approves any modifications to grounds, parking lots, or buildings for the purpose of Vendor setups.
- 3) Each vendor must provide two trash receptacles in close proximity to their designated vending location. All receptacles must be serviced regularly and trash removed from campus at the end of each day. Trash blown by the wind must be controlled by the Food Vendor.
- 4) Food Vendors using electrical power supplied by the University will be charged a flat electrical surcharge. Availability of electrical power



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provided by the Campus is not guaranteed. Use of generators will be evaluated based on negotiated vendor location. Generators will not be allowed in some locations on campus.

- 5) Food trucks
 - a) Park/setup in approved campus/parking areas only, with required permits prominently displayed.
 - b) No vehicle or equipment cleaning is to be performed on campus.
 - c) Vehicles and equipment must be free of leaking fluids.
- 6) Food Carts:
 - a) No food cart equipment cleaning is to be performed on campus, except in areas designated by SUU Food Services.

D. Food Vendor Limits

- 1) Food trucks, excluding special events and athletic activities, shall be limited to five (5) total Food Trucks on campus at any given time.
- 2) Food Carts, outside of established facilities provided by the original construction of the building, shall be limited to seven (7) total Food Carts on campus at any given time.
- 3) Vending Machines will be coordinated through SUU Food Services and must fall under separate contract language.
- 4) Individuals selling food on campus will be coordinated through SUU Food Services and must fall under separate contract language.

E. Permits

All permits and fees shall be in accordance with the negotiated terms identified in the *Subcontract Agreement*. This Agreement is established between the primary SUU Food Service provider and all secondary food service vendors. The terms of any *Subcontract Agreement* shall be aligned with the terms of any contracts held between the University and the primary SUU Food Service contractor. Terms of the *Subcontract Agreement* shall not supersede any terms identified in the primary



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SUU Food Service contract or other established rules, regulations, or policies of the University.

- F. All *Subcontractor Agreements* are subject to cancellation or renegotiation in the event the primary SUU Food Service contract holder is replaced. All *Subcontractor Agreements* are incumbent to changes of terms in the primary food service contract.
- G. Remote Distribution of Food
- 1) All other food service installations, not covered by previous sections of this policy and which are typically operated by a department or agent of the University, having the intent of distributing food to groups of people, such as those established for short-term departmental events, must be temporary in nature. The requirement is that these installations will be established for the duration of one meal, such as a potluck lunch or ad-hoc recruiting event. At the conclusion of such event, the installation of equipment, tables, chairs, etc., will be disbanded and removed from campus. Such events may be recurring.
 - 2) Equipment (i.e., bar-b-q grills, tables, chairs, canopies, etc.) used for recurring food distribution events must not be stored on the exterior of campus buildings. All equipment must be properly stored in designated areas which do not invoke a violation of building and fire codes.
 - 3) All remote food service installations must schedule a pre-approved service location through the Centralized Scheduling office.
 - 4) Individuals or groups having the intent to distribute food must receive permission from the current SUU Food Service contract holder to serve food other than food distributed by the SUU Food Service contractor. All such food distributions are subject to all applicable rules, laws, and contract conditions, to ensure that safety issues and operational risks such as food borne illnesses, explosions, fires, property damage, and environmental concerns are avoided.



SOUTHERN UTAH UNIVERSITY
Policies and Procedures

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Exhibit A

Insurance Requirements:

- 1) Worker's Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$500,000 Each Accident
	\$500,000 Disease/Employee
	\$500,000 Disease/Policy Limit

- 2) Automobile Liability

Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

- 3) Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage Rented Premises	\$ 100,000
Medical Payments	\$ 5,000

Additional Endorsements:

Food Vendors shall include Southern Utah University as additional insured on the Commercial General Liability and Automobile Liability policies, and the Worker's Compensation policy shall include a waiver for subrogation in favor of the University.