



2016 FOOD VENDOR APPLICATION

Dear Prospective Vendor,

The City of Harrisburg is now accepting proposals for the sale of food items during our major annual festivals and summer events:

- ✚ **4th of July Celebration- Monday, July 4, 2016**
- ✚ **100th Annual Kipona Festival- Saturday, September 3- Monday, September 5, 2016**

Proposals will be reviewed by the City and vendors for the event will be selected based on a number of criteria, including: proposed food items, electrical requirements, space requirements, completeness of proposal, quality of food items, appearance of stand, adherence to festival rules and references.

Preference may be given to event sponsors, City businesses, uniqueness of food product and the order in which proposals are received. All vendors must include a picture of your stand with your proposal. If you are a new vendor you must include a minimum of two references from a minimum of two other events. All non-compliant applications will be returned as incomplete.

Proposals submitted by Monday, May 2, 2016 will receive first preference.

When completing an application, please carefully consider the following:

1. **Submitting a proposal does NOT guarantee you a space.** A vendor permit is a privilege, not a Right.
2. **Having been accepted in past festivals does NOT guarantee you a space,** seniority or any special acceptance privileges.
3. **Pre-festival and event food sales.** Vendor stand setup will take place the morning of the festival. Unless specifically requested and approved, the sale of food is prohibited until the official commencement of the festival.
4. **Applications for more than one space.** Vendors may submit applications for more than one vending space, providing that the two locations requested offer different menu items. Acceptance of two different vending proposals from the same vendor does not indicate that the stands will be adjacent to one another. Stands will be arranged within a festival or event based upon the nature of the menu items offered. Vendors should make sure they have the resources and staff to operate two vending locations before they apply.
5. **Vending Permits are not transferable by sale or trade.** If a vendor sells or transfers title to their business after being accepted in a City event, the letter of acceptance and any event permits issued by the City will be null and void.
6. **Vendors may only sell the items listed on the application.** New items may not be added after acceptance has been granted. Vendors must post prices for all items as listed in the application. A menu with prices will be provided to accepted vendors during event registration. Any vendor who does not post this menu or who changes prices from those submitted will be removed from the festival with no reimbursement of vendor fees, and will not be invited to submit proposals for future events.
7. **Vendors who accept special new food area incentives will be bound by those agreements to the areas, themes and duration of the incentives.** Vendors who fail to comply with incentive agreements will be penalized in accordance with the agreement and not be invited to submit proposals for future events.

8. **Accepted vendors must have a valid City of Harrisburg Health License and Mercantile License.** Obtaining these licenses will not guarantee acceptance. Vendors that do not vend at other events in Harrisburg are advised to wait until they have been accepted to purchase these licenses.
9. **Once accepted, vendors may not increase the size of their vending space, nor bring supply vehicles that require more space than available behind the vending space.** Example: the street space available to a vendor renting a 10' x 10' space is approx. 8' x 10'. Consequently a 5' x 20' truck would not be allowed to park behind a 10' x 10' space. To do this the vendor would have to rent a 10' x 20' space which would allow them to use a 8' X 20" space in the street behind.
10. **Leaving prior to festival conclusion:** Vendors who have exhausted food supplies or are eager to travel, may not leave prior to the official end time of a festival, unless dismissed by the event coordinator(s). Vendors who do not adhere to event published festival vending times will not be invited to submit proposals for future events.
11. **Cancellation of festival or festival areas due to weather or emergencies:** In the event that severe weather or a declared state of emergency results in the cancellation of any or all festival days or limits festival hours of operation on certain days, **NO REFUNDS WILL BE ISSUED BY THE CITY FOR ANY REASON.**
12. **Notification of Acceptance:** You will be notified of the status of your proposal after **Wednesday, June 1, 2016.** Vendor fees must be submitted to the City no later than 10 days after receipt of acceptance. After receipt of fee, no refund of vendor payment(s) will be made to any vendor under any circumstances. All cancellations must be submitted in writing 7 days before the scheduled start of the event. Regardless of cancellation date, the vendor is still responsible for paying event rent for the contracted amount.

Thank you for your interest, please contact me if you have any questions at (717) 255-3020.

Sincerely,

VaLonda Harris

VaLonda Harris
Department of Parks and Recreation
City of Harrisburg

**2016 4TH OF JULY FESTIVAL
FOOD COURT DATES AND TIMES**

Date: Monday, July 4, 2016

Place: Riverfront Park, Harrisburg

Street Closure: Front Street will close Monday, July 4, 2016 – 7:00am

Vendor Set-up: Monday, July 4th at 10:00am

Sell Time: Monday, July 4th 3:00pm – 9:00pm

**2016 KIPONA FESTIVAL
FOOD COURT DATES AND TIMES**

Dates: Saturday, September 3rd through Monday, September 5th

Place: City Island and Riverfront Park, Harrisburg

Street Closure: Front Street will close Friday, September 2, 2016 – 7:00am

Vendor Set-up: Friday, September 2nd at 10:00 am

Sell Time: Saturday, September 3rd 11:00am – 8:00pm
Sunday, September 4th 11:00am-8:00pm
Monday, September 5th 11:00am-7:00pm

ALL FORMS MUST BE SUBMITTED ELECTRONICALLY!

*Please complete and return this form, along with a picture of your stand, no later than **Monday, May 2, 2016** to VaLonda Harris at vharris@cityofhbg.com*

APPLICATION PROCEDURE FOR HARRISBURG FESTIVALS - 2016

Please complete one application for each space you are requesting. If you are proposing to vend from two spaces, complete two forms. Each form will have the specific information needed for that space. Please make extra copies of this form, if necessary. **All information must be filled out correctly to be considered for events. Acceptance for one space does not guarantee acceptance for additional spaces.**

Please list information on the attached **VENDOR DATA SHEET**, all food and beverages to be sold at this event and the prices you will be charging the public. Once approved, this list cannot be altered without permission from the event coordinator(s).

List all items as your primary on-site advertising states (i.e. Do not list "Jack's special chicken sandwich" and then sell on-site "Chicken on a Pita".) Print the simple name of your food item on the first line (i.e. Beef or Pork Barbeque Sandwich.) List all relevant attributes to your food items on the "additional information" space (i.e. Your choice of BBQ Beef or Pork served on a whole wheat bun, Kaiser roll or in a wrapper.) Clarify if your sandwich is on a bun, pita bread, etc. If you are not clear about your food items you run the risk of being placed next to someone with the same or a similar product.

List all prices for different sizes of the same item on the same line (i.e. French Fries: small - \$3.00, medium - \$4.00, large - \$5.00). Do not list more menu items than the number of blank spaces on the Data Sheet. If you are selling a variety of subs along with chips and cookies, do not try to squeeze all the sub varieties into the menu list. List products generically: 15 varieties of cold subs; 6 varieties of hot & toasted subs; pre-packaged UTZ potato chips & 4 types of fresh baked cookies, etc.

SITE FEE

Costs for specific discounted "Café" vendor areas are listed on the DATA SHEET. When calculating your space needs, please refer to the cover letter with regard to the amount of supply vehicle parking allowed. All equipment including: tents, grills, refrigerators, gas cylinders, prep tables, and additional serving tables (i.e. condiments/napkins) must fit within the space purchased. If, upon set-up, festival staff determines that your operation requires more space than you paid for, you will have to purchase additional space at that time. Please check the size of the space requested.

WATER USAGE:

The City WILL NOT be able to provide you with access to water. Vendor must provide all necessary water, connections, filters and hoses for vendor water use. Please plan accordingly.

ELECTRICAL USAGE:

Please list your **exact** electrical requirements and what you will be powering. We will attempt to supply you with what you request. This information is used to determine vendor site locations. The charge for electricity is included in your vendor fee. Access connection boxes will be placed within six feet of each main power panel throughout the park. Vendors must supply the following in order to access power:

Each vendor should provide a minimum of 100 feet of three-wire, grounded, outdoor, multi-outlet extension cable. All 20amp circuits will require 12/3 cable with 30amp circuits requiring 10/3 cable. All cable that runs across a street or paved walkway must be run through an

electrical wire ramp to prevent pedestrian accidents. The City will provide multi-cable ramps on the walkways directly adjacent to electrical panels in food vending areas for vendor cable use. Vendors must supply their own ramps for any cords that cannot utilize City ramps or that are run in any area that may pose a safety hazard leading to or around their vendor space. Commercial electrical extension cords and wire ramps are available from most electrical supply companies.

Please make sure of your exact needs when submitting a proposal. Vendors requiring additional power or labor during the set-up period will be charged \$125 per 10 amps of 110volts and/or \$275 per 10 amps of 220 volts and/or \$70 per hour, or part thereof, for additional personnel man-hours required.

STAND AND SPACE USAGE:

Any vendor who uses a tent must abide by the following requirements:

1. All tents must be freestanding, frame tents.
2. All tents must be secured by either weights or stakes at each corner of the tent. Weights or stakes cannot be more than 6 inches away from legs of the tent. *(The City will advise vendors of those park areas where stakes may not be used. Use of stakes in a "weight only" will result in expulsion from the festival and possible property damage costs)*
3. All tents must be fire retardant.
4. There is no color requirement for tents, however tents should be clean and tidy.
5. Vendors must supply their own hoses and ramps for hoses and electrical cables outside of their stands. Vendors may be asked to supply electrical lines as well.

Liabilities & Insurance

All approved vendors will need to provide the following coverage if accepted. **Proof of Insurance** needs to be provided at least 2 weeks prior to vendor arriving on-site.

Additional Named Insured

The vendor shall furnish the City of Harrisburg one (1) copy of a Certificate of Insurance issued by an insurance carrier having a minimum of an "A" rating and a financial class size VII as defined by the AM Best Rating Guide for coverages required, with the City named as an additional insured for all coverages, other than Workman's Compensation and Employers Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force. It should not reflect the minimum insurance requirements required by this bid specification. The contractor shall also provide the City of Harrisburg with an endorsement specifying the City, its employees, officers and officials as additional insured using ISO form B, 20-10 edition 11/85.

Accident Notification

In the event of an accident of any kind which involve the general public and or private or public property, the vendor shall immediately notify the Director of Arts, Culture, and Tourism and shall provide a full accounting of all details of the accident. The vendor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to other interested parties.

Indemnity Agreement

The vendor shall indemnify and save harmless the City of Harrisburg and their officers, agents and employees from any and all liability, losses or damages, including attorney's fees and cost of defense, the City may suffer as a result of claims, demands, suits and actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of the Vendor under this contract including operations of any Sub-vendors, and the Vendor shall at his or her own expense appear defend and pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgements shall be

rendered against the City in any such act, the Vendor shall, at his or her own expense satisfy and discharge same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City herein provided.

In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

Insurance

Policy Cancellation/Change Notice The Vendor shall furnish a certified copy of the insurance policy(s) to the City upon request. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until sixty (60) days after the City has received notice from the insurance company(s). Such notice shall be mailed to the Director of DPRE and Risk Manager, City of Harrisburg, 10 N. Second Street, Harrisburg, PA 17101. Only an insurance company having at least an “A” Policyholders rating with a financial class size VII as listed in the most recently published Alfred M. Best and Company Insurance Guide, will be considered acceptable.

Types and Amounts of Insurance (Food Service Vendor)

Commercial General Liability for Bodily Injury and Property Damage

Commercial General Liability for Bodily Injury and Property Damage (occurrence form) including General Coverage, Broad Form Property Damage (including completed operations), Explosion, Collapse and Underground hazards, and Contractual Liability assumed in the contract documents, Personal Injury Liability and Independent Vendor’s protective products completed and operations liability. Additionally the City of Harrisburg will be named as an additional insured. The City shall be included as an additional named insured using an ISO –Owners, Lessees or Contractors (Form B), ISO FORM # CG 20-10, Edition Date 11/85 or similar wording. A copy of this endorsement must be supplied to the City prior to authorization being granted to proceed with the work as specified in the contract. The actual endorsement shall be supplied to the City when it is issued. This requirement shall also be noted on the Certificate of Insurance.

Amount of Coverage \$2,000,000

Comprehensive Auto Liability

Comprehensive Auto Liability for bodily injury and property damage arising out of owned, non-owned and hired vehicles. A combined single limit of \$1,000,000 per occurrence is required.

Workers’ Compensation and Worker’s Occupational Disease

Workers’ Compensation limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Vendor may employ directly or through sub-vendors in carrying out the work described in this contract. The vendor shall provide evidence that the vendor has Workers’ Compensation and Worker’s Occupational Disease insurance protection for his/her employees.

Employer’s Liability: Bodily Injury by accident \$100,000 per accident

Bodily Injury by disease \$100,000 per employee
\$500,000 aggregate

The Vendor and Sub-vendor will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind and nature, including but not limited to tools, equipment, forms, scaffolding, canvasses, tarpaulins, mixer, and temporary structures including contents.

SITE FEE

Costs for specific vendor areas are listed on the attached VENDOR DATA SHEET. When calculating your space needs, please refer to the cover letter with regard to the amount of supply vehicle parking allowed. All equipment including: tents, grills, refrigerators, gas cylinders, prep tables, and additional serving tables (i.e. condiments/napkins) must fit within the space purchased. If, upon set-up, festival staff determines that your operation requires more space than you paid for, you will have to purchase additional space at that time. Please check the size of the space requested.

- **Sending a check with this proposal IS NOT a guarantee of acceptance. If your proposal is rejected, your check will be returned without having been deposited**
- **You will be notified if your proposal has been accepted and when your payment is due.**
- **Proposals that are incomplete or do not include a photograph of the stand will be disqualified from consideration.**

MAKE ONE COPY FOR YOUR FILES & RETURN ORIGINAL TO CITY

FOOD VENDOR APPLICATION

2016 4TH OF JULY FESTIVAL

MAIN FOOD COURT

Please enter all pertinent information, as described on pages 4 through 7, in the spaces below. Menu selections may not exceed the number of blank menu spaces on this form. Do not attach additional menus to the application. Please make sure electrical information is correct. Do not forget to include a photo of your stand with this application.

Submit completed application along with photo of your stand to:
VaLonda Harris at vharris@cityofhbg.com

FOOD VENDOR INFORMATION:

Name _____

Address _____

City _____ State _____ Zip _____

Phone (day) _____ (evening) _____ (cell) _____

Fax: _____ e-mail: _____

Authorized Official to be in Attendance _____

Corporate/Federal Tax I.D. Number _____

Do you **reside** in the City of Harrisburg? (Working or owning property in the City of Harrisburg does not apply) Yes No

If yes, give full residential street address:

Would you like to be a part of the *Healthy Café*? Yes No

FOOD PRICES & COSTS

Food items to be sold:

Price(s) of item

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

Additional information that will help us understand what makes your food item special:

List verbiage of all display advertising as it relates to your sales items (attach page if necessary):

ELECTRICITY:

Volts - Amps - Quantity	Equipment (description)
110v - 20 _____	_____
- 30 _____	_____
- 40 _____	_____
- 50 _____	_____
- 60 _____	_____
- 70 _____	_____
- 80 _____	_____
220v - 20 _____	_____
- 30 _____	_____
- 40 _____	_____
- 50 _____	_____
- 60 _____	_____
- 70 _____	_____
- 80 _____	_____

SIZE OF SPACE DESIRED:

_____ All Vendor Spaces - \$250

Receive 20% off the cost of Kipona Vendor Space when you sign up for 4th of July Festival!

Height of tent/trailer _____

Is your stand a (*circle one*): tent trailer both

List color(s) of tent/trailer: _____

Submitted by: _____

Date: _____

FOOD VENDOR APPLICATION

2016 KIPONA FESTIVAL

MAIN FOOD COURT

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- 60 _____	_____
- 70 _____	_____
- 80 _____	_____
220v - 20 _____	_____
- 30 _____	_____
- 40 _____	_____
- 50 _____	_____
- 60 _____	_____
- 70 _____	_____
- 80 _____	_____

SIZE OF SPACE DESIRED (Early Bird Rates):

- _____ 10' x 10' - \$900
- _____ 10' x 15' - \$1,100
- _____ 15' x 15' - \$1,300
- _____ 10' x 20' - \$1,300
- _____ 20' x 20' - \$1,500

- Receive 50% off the purchase of second Kipona vendor space
- Take advantage of our "Early Bird" Rates; prices are subject to change after May 2, 2016

Height of tent/trailer _____

Is your stand a (circle one): tent trailer both

List color(s) of tent/trailer: _____

Submitted by: _____

Date: _____