



2022 Food Vendor Application

On September 3-5, the City of Harrisburg will host the 106th annual Kipona Festival at Riverfront Park and City Island. This free three-day festival features a Native American Pow-Wow, live music stages with more than 30 bands, Artist Market with handmade arts and crafts, Biergarten, children’s activities, food trucks, canoe races and much more! Fireworks will be held on Sunday, September 4 at approximately 8:15pm. The event drew in 70,000 attendees in 2019.

APPLICATION DEADLINE: FRIDAY, JUNE 17

Submit your completed application to the event coordinators at specialevents@harrisburgpa.gov by Friday, June 17. We will begin sending acceptance notices on Friday, July 8 so we recommend applying early for best consideration on acceptance.

ACCEPTANCE

You will be notified by email starting on Friday, July 8 if your application has been accepted. Once accepted, please complete the steps below by Friday, July 22.

__ Email your certificate of insurance listing the City of Harrisburg as additionally insured to specialevents@harrisburgpa.gov.

__ If you have participated in City events in the past & have an account set up with the City, please renew your \$50 annual vendor (general) license by paying online at <https://paylocalgov.com/Payment/SelectEntity/913> (you will need your license number), calling 888-877-0450 or sending a check made payable to City of Harrisburg to the address below. If you have not participated in City events in the past and/or do not have an account set up with the City, please email buslicense@harrisburgpa.gov (with Kipona as the subject line) to obtain the necessary application.

Tax & Licensing Office
 10 N 2nd St, Suite 305A
 Harrisburg, PA 17101

__ Mail your payment to the address below. Checks should be made payable to The City of Harrisburg.

Special Events Office
 10 North Second Street
 Suite 304
 Harrisburg, PA 17101

EVENT SCHEDULE

| | | |
|-----------|---|---|
| Set-Up | Friday, September 2 Saturday, September 3 | 10 AM - 6 PM 8 AM - 10 AM |
| Sell Time | Saturday, September 3 Sunday, September 4 Monday, September 5 | 11 AM - 8PM 11 AM - 8PM 11 AM - 6PM |



VENDOR APPLICATION RULES AND POLICIES

- 1. Submitting an application does NOT guarantee you a space.** The City will be accepting a limited number of vendors for this event. Having been accepted in past festivals does NOT guarantee you a space, seniority or any special acceptance privileges. Applications will be reviewed by the City and vendors will be selected based on a number of criteria, including: proposed items, completeness of application, space requirements, appearance of stand, and adherence to rules. Preference may be given to event sponsors, City businesses, uniqueness of items and the order in which applications are received. If you are a new vendor, you may be asked to provide two references from a minimum of two other events. All non-compliant applications will be returned as incomplete.
- 2. Vendors may submit applications for more than one vending space,** providing that the two locations requested offer different 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 items offered. Vendors should make sure they have the resources and staff to operate two vending locations.
- 3. 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.
- 4. Vendors may only sell the items listed on their application during the listed sell times.** New items may not be added after acceptance has been granted. Vendors must post prices for all items as listed in their application. Any vendor who does not post their pricing or who changes prices from those submitted will be removed from the event area with no reimbursement of vendor fees, and will not be invited to submit proposals for future events.
- 5. Vendors who have exhausted supplies or are eager to travel, may not leave prior to the official end time of the event, unless dismissed by the event coordinator(s).** Vendors who do not adhere to event published vending times will not be invited to submit proposals for future events.
- 6. Acceptance:** Once accepted, your vendor fees must be submitted to the City by Friday, July 22. If payment is not received by this deadline you risk losing your space to another vendor. All cancellations must be submitted in writing 15 days before the scheduled start of the event. Regardless of cancellation date, the vendor is still responsible for paying their vendor fee for the contracted amount. After receipt of fee, no refund of vendor payment(s) will be made to any vendor under any circumstances.
- 7. Licensing:** Accepted vendors must have a valid City of Harrisburg License. If you have participated in City events in the past & have an account set up with the City, please renew your \$50 annual vendor (general) license by paying online at <https://paylocalgov.com/Payment/SelectEntity/913> (you will need your license number), calling 888-877-0450 or sending a check made payable to City of Harrisburg. If you have not participated in City events in the past and/or do not have an account set up with the City, please email buslicense@harrisburgpa.gov (with Kipona as the subject line) to obtain the necessary application. You will also need your \$15/event day or \$75/annual City health license.
- 8. Marketing:** Vendors are required to add our Facebook event to their business page. We will provide directions.
- 9. Parking:** For safety reasons, NO PARKING will be permitted on festival grounds. Support vehicles and trailers must be un-hitched and parked off-site. Free vendor parking is available on City Island. Metered street parking is FREE on Sunday and Monday and on Saturday you can use the code LUVHBG on the eParkmobile app to get 4 hours of free street parking. There is also a discounted rate of \$10 from 10am-10pm at the Market Square Garage. Please contact the event coordinator(s) at least three weeks in advance of the festival if you require handicapped parking.
- 10. Set-Up:** All vendors must be available to set up during the listed set-up times when the City of Harrisburg event staff is on-site. No tables, chairs, weights, or other supplies will be provided for vendor spaces. The practice of using stakes to secure tents in any City of Harrisburg park, playground or right-of-way will no longer be allowed. The use of ballast blocks, water barrels or other weights is permitted as long as it is done safely per the tent manufacturer recommendations. Tents with stakes shorter than 6 inches in length will be permitted. You may not increase the size of your vending space or bring supply vehicles or tent weights that require more space.
- 11. Weather:** This is a rain or shine event. In the event that severe weather or a declared state of emergency results in 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. Traffic

- Once Front Street is closed to traffic, event traffic shall be limited to accessing Front Street from State St and exiting at Walnut St.
- The Left lane / Fast Lane of Front Street shall remain clear of parked vehicles at all times. This lane is designated as a Fire Lane during events.
- The speed limit on Front St and in the park during event closures shall be 15MPH
- From the designated start time until the designated end time of the event, vehicle traffic on Front St and in the park shall be limited to emergency vehicles only. No vendors will be allowed to move vehicles in the event area during operating hours.

13. Water Hook Up

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. Access to water can be made through Capital Region Water by calling 717-236-4098.

14. Electricity

- The City of Harrisburg reserves the right to disconnect power to any vendor or event that is not in compliance with these rules, City / State / Federal codes, or that poses a safety hazard. The City will not be responsible for any damage to electric equipment or loss of food or revenue as a result of power being disconnected.
- The City's temporary electric power system is designed for use during dry conditions. In the event of rain the City may at its discretion disconnect all power.
- In the event of rain or lightning the city may be unable to disconnect temporary direct feed connections when requested. As soon as conditions improve to a safe level, staff will begin any requested work.
- The City can provide 2 types of electric connection
 - a. 120 Volt 30 Amp 4 connection standard outlet box



- b. Direct connection of vendor supplied cable to panel. 120 Volt or 240 Volt connections.

- The City is only responsible to provide electric power at our panel locations. Requested standard outlet boxes will be at the base of the panel. It is the vendors responsibility to provide all cords needed to reach the panel locations. Panel locations may be up to 175' away from vendor locations.
- All electric cords used during an event must be heavy duty outdoor rated 10/3 grounded cable.

- Any electric cord or hose that are run over a hard surface (sidewalks, pathways or roadways) must be run in a cord ramp. Taping cords down is no longer an approved method. Ramps can be rented from the City, if needed, at a rate of \$10 per day per ramp section. Ramps must be used across the entire surface.



- All electric connections will be disconnected at the scheduled end time of the event. Connections can't be left on without prior arrangements.



LIABILITIES AND INSURANCE COVERAGE

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 Community & Economic Development 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 judgments 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.



Mobile Food Unit General Requirements and Limitations

| REQUIREMENTS | CLASS I | CLASS II | CLASS III | CLASS IV |
|----------------------------------|---|---|--|--|
| PLAN REVIEW | NO | YES | YES | YES |
| COMMISSARY OR WAREHOUSE | * | * | * | * |
| CFPM (1) | NO | NO | YES | YES |
| EMPLOYEE HEALTH POLICY | NO | NO | YES | YES |
| ASSEMBLY OR PREPARATION ALLOWED | NO | NO | YES *** LIMITED | YES |
| COOKING ALLOWED | NO | NO | REHEATING ONLY | YES |
| BARBEQUE OPERATION ALLOWED | NO | NO | NO | YES |
| COLD HOLDING EQUIPMENT | NO | YES ** | YES ** | YES ** |
| HOT HOLDING EQUIPMENT | NO | YES ** | YES ** | YES ** |
| WATER SUPPLY REQUIRED HOT & COLD | NO | NO | YES | YES |
| WASTE WATER TANK | NO | NO | YES | YES |
| HAND WASHING SINK REQUIRED | NO | NO | YES | YES |
| DISH WASHING SINKS REQUIRED | NO | NO | YES * | YES * |
| ADEQUATE VENTILATION | NO | NO | YES | YES |
| EXAMPLES | Pre-packaged non-potentially hazardous foods. Snacks, sodas, cookies, chips, crackers | Pre-packaged potentially hazardous foods. Ice cream, frozen meats, sandwiches | Pre-cooked foods with limited assembly. Hot dogs, shaved ice, coffee | Menu Limitations: No special processes (ex: Sous Vide) allowed |

* An additional licensed commissary or warehouse may be required based upon the Health Officers' plan and menu review and pre-operational inspection.

** Holding equipment is based on food type.

*** Limited food assembly. On site- menu and processes shall be provided at plan review and pre-operational inspection for approval.

(1) Certified Food Protection Manager (Serv Safe or other certification)



Food Vendor Application

Name of Business: _____

Primary Contact Person: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Cell Phone for Official to be in Attendance: _____

*They will receive text message updates related to set-up, weather, etc. Leave blank if you prefer they do not receive the updates.

Facebook URL _____

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

If yes, please state your residential address _____

Food Prices & Costs: (Menu items may not exceed list of spaces below)

| Food items to be sold: | Price(s) of item | Gluten Free | Vegetarian | Vegan |
|------------------------|------------------|--------------------------|--------------------------|--------------------------|
| 1) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10) _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Food Safety Information

For questions regarding food safety, please contact Nelva Wright, Health Officer, at 717-255-6563.

Sanitation/Personal Hygiene (Please check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Hot/Cold running water | <input type="checkbox"/> Hand sink with running water |
| <input type="checkbox"/> Freshwater container _____ Gallons | <input type="checkbox"/> Buckets/spray bottles with sanitizer |
| <input type="checkbox"/> Wastewater container _____ Gallons | <input type="checkbox"/> Paper Towels |
| <input type="checkbox"/> Hot/Cold Running Water | <input type="checkbox"/> Gloves |
| <input type="checkbox"/> Insulated container with free flow spout 3 compartment sink with hot/cold running water | <input type="checkbox"/> Soap |

Other Equipment (Please check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Trash container | <input type="checkbox"/> Foil, plastic wrap |
| <input type="checkbox"/> Sneeze guards | <input type="checkbox"/> Thermometers |
| <input type="checkbox"/> Extra utensils | ___ Sanitizer/test kit |
| <input type="checkbox"/> Covered containers | <input type="checkbox"/> Other: _____ |

Food Safety Requirements

1. No home prepared foods are permitted.
2. Temperatures must be taken.
3. You must have receipts on-site for all food items you buy.

Under no circumstances will additional coolers (igloos) be permitted to store items other than bottled drinks and ice. If it is determined that any food requiring cold holding was transported in a non-refrigerated truck, the food will be discarded and the violation noted in the vendors' file.

Please check this box to confirm you have read the additional food safety information document posted online or sent to you by email.

Electricity Needs

Please read the entire electricity policy on page three before completing the section below.

| <u>Volts</u> | <u>Amps</u> | <u>Quantity</u> | <u>Equipment (description)</u> |
|--------------|-------------|-----------------|--------------------------------|
| 110v | - 20 | _____ | _____ |
| | - 30 | _____ | _____ |
| | - 40 | _____ | _____ |
| | - 50 | _____ | _____ |
| | - 60 | _____ | _____ |
| | - 70 | _____ | _____ |
| | - 80 | _____ | _____ |
| 220v | - 20 | _____ | _____ |
| | - 30 | _____ | _____ |
| | - 40 | _____ | _____ |
| | - 50 | _____ | _____ |
| | - 60 | _____ | _____ |
| | - 70 | _____ | _____ |
| | - 80 | _____ | _____ |

DO NOT NEED ELECTRICITY

I WILL PROVIDE MY OWN QUIET GENERATOR

Type of generator: _____

VENDOR FEE AND SPACE REQUIREMENT

DIMENSIONS

Width: _____

Length: _____



Do not build in extra space, just list the dimensions of your truck/trailer/tent.
Please note that extra fees may apply for spaces over 25-ft long.

ATTEND ALL THREE DAYS

\$900

ATTEND ONE DAY ONLY

\$300

Availability: Saturday Sunday Monday

Preference: ___ Saturday ___ Sunday ___ Monday
Enter 1 for 1st choice, 2 for 2nd choice and 3 for third choice

READ BEFORE SIGNING

Vendors will adhere to all rules and regulations of Harrisburg City Festivals listed within this application. The appearance and conduct of the vendor and their staff will be in keeping with the image and purposes of the City of Harrisburg. If a vendor is in violation of any of the requirements of this permit or the festival rules and regulations, the festival producer reserves the right to terminate this permit at any time. Please sign and return to the event coordinators at specialevents@harrisburgpa.gov. By signing below, I agree to all vendor rules as listed in this application including parking, payment and electric rules.

ALL FORMS MUST BE SUBMITTED ELECTRONICALLY!

Submitted by:

Date:
