



2023 Specialty Food Vendor Application

On Saturday, March 4, 2023, The City of Harrisburg will host the 6th annual Ice & Fire Festival in Downtown Harrisburg. This one-day, free event will feature ice sculptures throughout the City and a street festival in the Downtown area. The street festival will feature an ice slide, fire dancers, ice sculptures, live ice carvings, fire pits & smores, school & community group performances, kids activities, food trucks, vendors, and more. The event draws in 15,000+ attendees.

APPLICATION DEADLINE: FRIDAY, JANUARY 6

Submit your completed application by January 6 to the event coordinators at specialevents@harrisburgpa.gov. We recommend applying early for best consideration on acceptance.

ACCEPTANCE

Acceptance notices will be sent by January 16. Once accepted, please complete the steps below by February 3.

__Email your certificate of insurance listing the City of Harrisburg as additionally insured to the event coordinators at 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 Ice & Fire as the subject line) to obtain the necessary application.

Tax & Enforcement 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 N 2nd Street, Suite 304
Harrisburg, PA 17101

EVENT SCHEDULE: SATURDAY, MARCH 4

8:30-10am - Set Up
11am - Sales Begin
8pm - Sales End



VENDOR APPLICATION RULES AND POLICIES

- 1. Acceptance:** Submitting an application does NOT guarantee you a space. The City will accept a limited number of vendors for this event. Having been accepted to 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 requested to supply two references from a minimum of two other events. All non-compliant applications will be returned as incomplete. Once accepted, your vendor fees must be submitted to the City by Friday, February 3, 2023. If payment is not received by this deadline you risk losing your space to another vendor.
- 2. Cancellation/Withdrawal Policy:** All cancellations/withdrawals must be submitted in writing by Friday, February 3, 2023. Regardless of cancellation date, the vendor is still responsible for paying their vendor fee for the contracted amount if a replacement cannot be found. After receipt of fee, no refunds will be made under any circumstances.
- 3. Licensing & Permits:** Accepted vendors must have a valid City of Harrisburg Special Event Mercantile License (\$50 annually). A PA Sales Tax # is required by February 3, 2023. Call (717) 783-1405 or go to www.revenue.state.pa.us to receive a sales tax application: DBA (doing business as) name must be received in addition to the Sales Tax ID #. 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. Vending Policy:** 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 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.
- 5. Multiple Vending Spaces:** 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.
- 6. Check-In and Set-Up:** All vendors must be available to check-in and set up during the listed set-up times when the City of Harrisburg event staff are on-site. Vendors are permitted to drive their vehicle to their space to set-up and tear down.
- 7. Booth Space Description:** Booths are located on either grass or a paved surface. 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 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.
- 8. 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. There is a discounted rate of \$10 from 10am-10pm at the Market Square Garage courtesy of Park Harrisburg and you can get 4 hours of free street parking Downtown using the code LUVHGB in the Parkmobile app. Please contact the event coordinator(s) at least three weeks in advance of the festival if you require handicapped parking.
- 9. Marketing:** Vendors are required to add our Facebook event to their business page. We will provide directions.

10. **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.

11. **Water Hook Up:** Access to water can be made through Capital Region Water by calling 717-236-4098. Access may be limited. Vendor must provide all necessary water, connections, filters and hoses for vendor water use. The City event staff WILL NOT be able to provide you with access to water. Please plan accordingly.

12. **Electricity:** Access to electricity is NOT available for this event. Vendors may supply their own quiet generators or battery operated devices if needed. Quiet generators must be less than 60 decibels while running a quarter load. Sunset is around 6pm. There will be street lights in the area but additional lighting is recommended for items on display underneath a tent.

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.

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 Special Events Office, City of Harrisburg, Suite 304, 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.



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A specialty food vendor has a tent set-up and/or sells pre-made, pre-packaged food that is not meant to be consumed at the festival.

Organization Name: _____

Primary Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Cell Phone of Authorized Official to be in Attendance _____

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:

Product Prices & Cost

Please be specific with products sold to ensure you are not placed next to a competitor. If your item is not pre-made, not pre-packaged, and/or meant to be consumed on-site, the food vendor application is likely a better fit for your business.

items to be sold or on display: _____

General pricing: _____

Electricity

Access to electricity is not available.

I WILL PROVIDE MY OWN QUIET GENERATOR I DO NOT NEED ELECTRIC

Set-Up Details

___10x10 - \$150

___15x10 - \$200

___20x10 - \$250

*Please note that all support/supply vehicles must be parked off-site. The space provided is strictly for your tent/table display.

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:
