



DEPARTMENT OF PARKS AND RECREATION
THE CITY OF HARRISBURG, PENNSYLVANIA
Office of the Director – Bureau of Recreation – Bureau of Parks Maintenance
Special Events Office – Park Ranger Corps

Dear Prospective Vendor,

The City of Harrisburg is now accepting proposals for the sale of food items in Riverside Village Park during the 2010 activity season.

Proposals will be reviewed by the City and vendors for each 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 product and stand, adherence to City 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.**

There are seven food kiosks located in Riverside Village, proposals will be received until all the kiosks are rented.

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. **Applications for more than one space.** Vendors may submit applications for more than one kiosk, 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 kiosks will be adjacent to one another. Vendors will be placed 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.
4. **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 to will be null and void.

5. **Vendors may only sell the items listed on the application.** New items may not be added after acceptance has been granted without approval by the Office of the Director of Parks and Recreation. Vendors must post prices for all items as listed in the application. Any vendor who does not post this menu or who changes prices from those submitted will lose their privilege to vend in Riverside Village, with no reimbursement of vendor fees and future applications will be denied.
6. **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 in future.
7. **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.
8. **Parking passes:** Every accepted vendor will receive one Front Street and two side-street parking passes per vending area operated. Parking in the street immediately behind individual vending areas will be limited to one service vehicle only. Parking for additional vehicles will be available at City garages, near the festival area, at special rates and on City Island.
9. **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 Director of Parks and Recreation or the Special Events Director. Vendors who do not adhere to event published festival vending times will not be invited to submit proposals for future events.
10. **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.**
11. **Notification of Acceptance:** You will be notified of the status of your proposal after March 31, 2010. Vendor fees must be submitted to the City no later than 30 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 to the Special Events Director 90 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,

Charles A. Schulz

Charles A. Schulz
Acting Department Director
City of Harrisburg

APPLICATION PROCEDURE FOR Riverside Village Food Kiosks - 2010

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 on 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 City of Harrisburg, Special Events Office. 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.

DAYS AND HOURS OF OPERATION

All vendors must agree to standard hours of operation as listed below. Vendor may close during storms and emergencies providing they report their intent to the main office. Hours of operation for Riverside Village Food Kiosks will be as follows:

Days of Operation:

May – April: Weekends only

June – August: Daily and Weekends

September – October: Weekends only

Hours of Operation:

11:00 AM to 2:00 PM / 5:00 PM to 8:00 PM

KIOSK USE FEE:

Basic fee per season, per kiosk - \$1,200

ADDITIONAL FEES:

Additional fees may be applied for advertising or any work performed by Parks Maintenance staff on behalf of the vendor. These fees will be agreed to, in advance, by the vendor.

Additional fees for excessive electrical or water use or excessive trash removal will be assessed as accrued. If in doubt, check with the Department beforehand.

WATER USAGE:

The City will provide you with access to water free-of-charge.

ELECTRICAL USAGE:

The City will provide basic electrical service for each kiosk. Please list your exact electrical requirements and what you will be powering.

PROPANE

Vendors will be responsible for their own propane hook-ups and all gas used. Tanks may not be delivered prior to the city’s final kiosk installation and must be removed prior to the city’s kiosk removal date.

SITE FEE

Costs

GENERAL LIABILITY INSURANCE

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. Amount of Coverage \$2,000,000

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.

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.

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 the Parks & Recreation Department 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.

- **DO NOT send a check with this proposal.**
- **You will be notified by mail 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

RIVERSIDE VILLAGE FOOD KIOSKS - 2010

Please enter all pertinent information, as described on pages 4 through 9, 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.

Mail completed, signed application along with photo of your stand and/or products to:

**City of Harrisburg, Special Events Office
10 North 2nd Street, Ste. 401, Harrisburg, PA 17101**

FOOD VENDOR INFORMATION:

Name _____

Address _____

City/State _____ Zip _____

Phone (day) _____ (evening) _____ (Cell) _____

Fax: _____ e-mail: _____

Individual(s) operating the vending kiosk _____

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:

FOOD PRICES & COSTS

Food items to be sold:

Price(s) of item

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

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) including the name of your enterprise:

ELECTRICITY:

Volts - Amps – Quantity	Equipment (description)
110v _____	_____
110v _____	_____
110v _____	_____
110v _____	_____
110v _____	_____
110v _____	_____
110v _____	_____

Submitted by: _____ Date: _____