

2018

**KIPONA**



## 2018 FOOD VENDOR APPLICATION

On September 1-3, 2018 the City of Harrisburg will host the 102nd Kipona on Riverfront Park. This three-day free event will feature music, activities for children, fireworks, Native American Pow Wow, wire walkers and much more. The festival drew nearly 55,000 attendees last year and is expected to grow even more in 2018.

### Application Checklist:

- \_\_\_ Vendor Application Form (Please fill completely)
- \_\_\_ Photo of your food truck

- Date:** September 1-3, 2018
- Place:** Riverfront Park, Harrisburg
- Street Closure:** Front Street will close August 31 at 7am
- Vendor Set-up:** Friday, August 31, 10am - 6pm  
Saturday, September 1, 8am - 10am
- Sell Time:** Saturday, September 1: 11am - 8pm  
Sunday, September 2: 11am - 8pm  
Monday, September 3: 11am - 7pm

Please email completed applications to:  
Megan Roby  
Marketing & Events Manager  
mmroby@harrisburgpa.gov.

For questions regarding the Kipona Festival or application, please contact Megan Roby at 717-255-3169 or mmroby@harrisburg pa.gov.

### IMPORTANT DEADLINES

**Early Registration Deadline**  
April 20, 2018

**Registration Deadline:**  
May 20, 2018

**Vendor Acceptance Notification**  
Will be sent on or before  
June 22, 2018

**Vendor Payment**  
Due on or before August 17, 2018



## 2018 Kipona Food Vendor Application

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.

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. 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.
8. Accepted vendors must have a valid City of Harrisburg Health License and General Vendor 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. 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.

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 the cancellation date, the vendor is still responsible for paying event rent for contracted amount.

**13. Front Street Event Traffic Control Rules:**

- a. **Once Front Street is closed to Traffic, event traffic shall be limited to accessing Front Street from State St and exiting at Walnut St.**
- b. 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.
- c. The speed limit on Front St and in the Park during event closures shall be 15MPH
- d. 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.

**14. Parking Rules:**

For safety reasons, **no parking will be permitted on Festival grounds. Tow vehicles, trailers and support trailers must be un-hitched and parked off-site.** A discounted special event parking rate of \$10 per day will be offered in the Market Square garage. Metered street parking is available at no charge on Sunday & Monday. Four hours of free street parking is available using the code "LUVHBG" in the ParkMobile App. Please contact the event coordinator (s) at least two weeks in advance of the festival if you require handicapped parking. A limited number of vendor spaces will be available that include vendor parking. Contact the event coordinator, prior to submitting an application, regarding vendor spaces with parking.

**15. Tent staking directive**

Effective January 1, 2018, the practice of using stakes to secure tents in any City of Harrisburg park, playground or right-of-way will no longer be allowed. All tents used for any event in a City park, playground or right-of-way shall be free standing. The use of ballast blocks, water barrels or other weights will be permitted as long as it done per the tent manufacturer recommendations and done in a safe manner. Tents with stakes shorter than 6 inches in length will be permitted.

**VENDOR SETUP:**

All vendors must be available to set up when the City of Harrisburg event staff is on-site.

**Vendor set-up hours include:**

Friday, August 31 - 10am - 6pm

Saturday, September 1 - 8am - 10am

(all vendors must be set-up by 10am and vehicles removed from festival grounds)

Access to the vendor site will NOT be available after 6pm on Friday, August 31 or before 8am on Saturday, September 1. Please plan accordingly.

### **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. **Access to water can be made through Capital Region Water by calling 717-238-8725.**

### **PARK ELECTRIC RULES**

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. All electric cords used during an event must be heavy duty outdoor rated 10/3 grounded cable.
7. 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.



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

## **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.

2018



# 2018 FOOD VENDOR APPLICATION

## FOOD VENDOR INFORMATION:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell) \_\_\_\_\_

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: \_\_\_\_\_

## FOOD PRICES & COSTS (MENU ITEMS MAY NOT EXCEED LIST OF SPACES BELOW)

Food items to be sold:

Price(s) of item:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

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.) 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 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 above. If you are selling a variety of subs along with chips and cookies, list products generically: 15 varieties of cold subs; 6 varieties of hot & toasted subs; etc.

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

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

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## **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)**

Hot/Cold running water	Insulated container with free flow spout
Freshwater container ____ Gallons	3 compartment sink with hot/cold running water
Wastewater container ____ Gallons	Buckets/spray bottles with sanitizer
Hand sink with running water	Hot/Cold Running Water
Gloves    Paper Towels    Soap	

### **Other Equipment (Please check all that apply)**

Trash container  
Sneeze guards  
Extra utensils  
Covered containers  
Foil, plastic wrap  
Thermometers  
Sanitizer/test kit  
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.





**ELECTRIC USAGE:**

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:**

- 10' wide x 10' length- \$1,000
- 10' wide x 15' length - \$1,200
- 15' wide x 15' length - \$1,400
- 10' wide x 20' length - \$1,500
- 20' width x 20' length- \$1,600



**SUBMIT YOUR APPLICATION BY APRIL 20, 2018 AND SAVE \$100 OFF THE RATES LISTED ABOVE!**

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.

For questions regarding the Kipona Festival or application, please contact Megan Roby at 717-255-3169 or [mmroby@harrisburgpa.gov](mailto:mmroby@harrisburgpa.gov). Applications must be sent via email to [mmroby@harrisburgpa.gov](mailto:mmroby@harrisburgpa.gov).

All entries must be received by **Friday, May 11, 2018**. Early registration discount ends **April 20, 2018**.

By signing below, I agree to all vendor rules as listed in this application including parking, traffic and electric rules.

Submitted by:

Date:

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