

# **2021 Specialty Food Vendor Application**

The 2021 Artsfest will feature juried artisans and craftmen from across the United States. Hand-crafted works will be available for sale in sixteen different categories, including ceramics, digital, drawing, fiber (decorative and wearable), furniture, glass, jewelry, leather, metal, mixed media, painting, photography, printmaking, sculpture and wood. The festival also features food vendors and live entertainment.

Due to the evolving COVID-19 pandemic, we plan to modify the festival layout to provide a larger space for social distancing that may include designated entry and exit points for greater control of foot traffic. This means that your vendor location will likely not be the same as past years. Although the festival will have a new layout this year, we are confident it will provide vendors and customers a safe and successful experience that can be adapted to meet guidelines surrounding COVID-19. Should all safety measures and restrictions related to the virus be lifted by March 26, we will look to revert back to the traditional festival layout. Should there be further restrictions related to the virus that make it difficult or unsafe to hold a successful in-person festival, we will proceed with a virtual event.

## **APPLICATION DEADLINE: FRIDAY, MARCH 12, 2021**

Submit your application to Marketing and Events Assistant Cortney R. Cameron at clranckcameron@harrisburgpa.gov by March 12. We recommend applying by this date for best consideration on acceptance.

## **ACCEPTANCE**

You will be notified by email starting on Monday, March 22 if your application has been accepted. Once accepted, please complete the steps below by Monday, April 12 to hold your space.

- \_\_Email your certificate of insurance listing the City of Harrisburg as additionally insured to clranckcameron@harrisburgpa.gov.
- \_\_Email Licensing Coordinator Janelle Ward at jeward@harrisburgpa.gov to obtain your City special event vendor permit (\$50 annually). Depending on your product, you may also need a special event health permit (\$15 per event day).
- \_\_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 405

  Harrisburg, PA 17101

#### **EVENT SCHEDULE**

Set-Up Friday, May 28 10am-6pm

Sell Times Saturday, May 29 10am-7pm
Sunday, May 30 10am-7pm
Monday, May 31 10am-5pm

\*NOTE: vehicle access to your vendor space will not be available after 6pm Friday or before 8am Saturday.



#### **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 must include a minimum of 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, April 10. 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 unless the event is cancelled by event staff due to COVID-19.
- 7. **Licensing**: Accepted vendors must have a valid City of Harrisburg Mercantile License. Obtaining this license 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 the license. Contact Licensing Coordinator Janelle Fedock at jefedock@harrisburpa.gov to obtain the application form once accepted.
- 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 for the holiday and there is 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 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.

#### 14. 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.

#### 16. Water Hook Up

Vendor must provide all necessary water, connections, filters and hoses for vendor water use. Please plan accordingly.

### 17. 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 \$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	CLASSI	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	

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

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

<sup>\*\*</sup> Holding equipment is based on food type.

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



## 2021 SPECIALTY FOOD VENDOR APPLICATION

Specialty food vendors are any participant or product that requires little or no preparation on-site. Demonstrations are permitted.

Name of Business:							
Primary Contact Person:							
Mailing Address:		<del>-</del>					
City:St	ate:;	Zip:					
Cell Phone: Email:							
Authorized Official to be in Attendance							
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.							
Corporate/Federal Tax I.D. Number							
Do you reside in the City of Harrisburg? (Working/owning property in the City does not apply)							
If yes, give full residential street address:							
VENDOR FEE AND SPACE REQUIREMENT							
10'x10' vendor fee: \$300							
20'x10' vendor fee: \$450							

THESE FEES WILL INCREASE BY \$50 IF YOU SUBMITYOUR APPLICATION AFTER MARCH 12

\*Dimensions should be just for your tent. Do NOT include any support vehicles or auxiliary items in your dimensions. Support vehicles and trailers must be parked off site (see page two).



## **ELECTRICITY NEEDS**

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

<u>Volts</u> 110V	Amps Quantity	Equipment (description)
	- 20	
	- 30	
	- 40	
	- 50	
	- 60	
	- 70	
	- 80	
220V		
	-20	
	- 30	
	- 40	
	- 50	
	- 60	
	- 70	
	- 80	
□ıw	ILL PROVIDE MY OWN	QUIET GENERATOR
Туре	of generator:	
_	O NOT NEED ELECTRIC	



 $<sup>*</sup> electric \ is \ not \ guaranteed \ but \ we \ will \ make \ every \ effort \ to \ accomodate \ all \ requests$ 

## FOOD PRICES & COST

Menu selections may not exceed the number of blank menu spaces on this form. Do not attach additional menus to the application. If you have assigned specialty names to your dishes, please write the simple name of the dish to provide a clear understanding of what is being served (EX. Jack's Sauces = hot sauce varieties).

Food items to be sold:	Price(s) of item	Gluten Free	Vegetarian	Vegan				
1)								
2)								
3)								
4)								
5)								
6)								
7)								
Any additional information that will help us understand w								
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 Cortney Ranck-Cameron at clranckcameron@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	2:					