

Competitive Application for Buckroe Beach Park Food Vendors

PURPOSE: The City of Hampton Parks, Recreation & Leisure Services Department (HPR&LS) will receive applications from commercial pushcart, food truck, and tent vendors wishing to provide vending services at Buckroe Beach Park during the 2019 summer season.

Buckroe Beach Park is a family-friendly 8-acre park with nearly one-mile of beachfront, a bandstand, gazebo, public pier, playground, picnic shelters, boardwalk, bathhouse, and free public parking. From Memorial Day to Labor Day, certified lifeguards are on duty from 10:00 a.m. until 6:00 p.m. attracting thousands of patrons to the beachfront.

This competitive application process is part of realizing the City's mission to offer high quality, unique, and diverse conveniences to residents and visitors and to create a casual and inviting beachfront experience.

SCOPE OF NEED: The City of Hampton is creating a pool of vendors to offer food vending services at Buckroe Beach Park during the 2019 Summer Season. Vendors will be selected for the pool and scheduled based on experience providing food vending services, availability, menu variety, need for type of food offering that complements other selected vendors, and anticipated beach attendance (i.e. more vendors will be scheduled for peak weekends).

The 2019 Summer Season is defined as:

- Weekends only: May 18-19, May 25-27, June 8-9, September 8
- Seven days a week: June 10 through September 2
- "Groovin' by the Bay" series occurs each Sunday evening from 6:00p.m – 9:00p.m. from Memorial Day through Labor Day

Blackout dates may occasionally apply during the summer due to park rentals and/or permitted City-Scale events or festivals.

Vendors will be selected from the pool to fulfill needs during these dates. Neither receipt of an application nor payment of applicable fees guarantees you will be scheduled for all available dates or a minimum amount of hours, nor does it commit you to all available dates or a certain amount of hours, although every effort will be made to schedule vendors based on availability. Neither park attendance nor sales can be guaranteed.

APPLICATION DUE DATE: Applications will be reviewed on a rolling basis and may be submitted at any time. **The first pool of vendors will be selected from applications received on, or before, the close of business on March 1, 2019.** Additional vendors will be reviewed and selected as needed for addition to the vendor pool.

Vendors will be selected for the pool and scheduled based on experience providing food vending services, availability, menu variety, need for type of food offering that complements other selected vendors, and anticipated beach attendance (i.e. more vendors will be scheduled for peak weekends).

SUBMIT APPLICATIONS VIA US MAIL OR EMAIL TO:

Parks, Recreation, & Leisure Services – Special Events
Attn: Buckroe Vending
22 Lincoln Street, 5th Floor, Hampton, Virginia 23669
Email: specialevents@hampton.gov

APPLICATION PROCESS. Applications will be received in the Issuing Office (Parks, Recreation, & Leisure Services – Special Events) above until Closing Date and Closing Time as specified in this solicitation **Applications received by telephone or facsimile will not be accepted.** The City of Hampton is not responsible for late delivery by the United States Postal Service or any other courier. All inquiries for information regarding this Application are to be directed to the Issuing Office (Parks, Recreation, & Leisure Services – Special Events) as defined herein.

THIS IS NOT AN ORDER. Receipt of an application in no way constitutes an agreement by the City of Hampton or HPR&LS to accept any proposal.

I. OVERVIEW

Thank you for your interest in partnering with HPR&LS. HPR&LS seeks qualified applicants to provide vending in furtherance of its mission “to create enriching experiences and beautiful environments for everyone to enjoy.” Commercial pushcart, food truck, and tent vending services may include, but are not limited to, the following:

Ice Cream	Snow Cones
Barbecue	Sandwiches
Seafood	Hot Dogs
Beverages (Non-Alcoholic)*	Tacos

This is not an exhaustive list. Pushcart, food truck, and tent vending services may be similar to or different from what is listed above.

*Alcohol sales are prohibited in Buckroe Beach Park.

II. APPLICATION

Please complete the application below for consideration of your commercial pushcart, food truck, or tent.

- 1. Applicant Information.** This section includes basic identifying information about the business providing food vending services, including the point of contact during the duration of the Buckroe Beach Park 2019 summer season.

APPLICANT INFORMATION				
Business Name (i.e. Delicious Burgers, LLC)				
Applicant Name (i.e. John Smith)				
Mailing Address				
Phone Number(s)				
E-Mail Address				
Federal Tax EIN# or SSN#				
Circle One	Individual	Partnership	Corporation	LLC
State of Registration or Incorporation				
Circle all that apply	Pushcart	Food Truck	Tent	
Business Website				
Business Social Media				
2019 Summer Contact				
Contact Phone Number				
Contact E-Mail Address				

- 2. Experience.** Applicants should provide concise information on previous experience operating a pushcart, food truck, or tent business.

VENDING EXPERIENCE & OPERATION INFORMATION	
Years in Business	
Previous major activities, events, &/or festivals worked	
Number and source of employees	
Proposed uniforms	
Additional relevant information	

- 3. Equipment and Food Offering.** Provide information on the pushcart, food truck, or tent to be utilized, as well as the proposed food offerings and price points. *Alcohol sales are prohibited. As part of the City’s “Go Green” initiative, the use of Styrofoam food and beverage containers is discouraged. Vendors using grease must also have one 40 B.C. fire extinguisher NFPA 10, or “Type K” unit available as required by law.*

EQUIPMENT INFORMATION			
Circle One	Stationary Location		Rolling pushcart (i.e. ice cream cart)
Total Size of Unit/Set Up	Length	Width	Height
Is unit a trailer?	Yes		No
Is electricity required?	Yes		No
<i>Please attach a photo(s) of pushcart, food truck, or tent set up.</i>			

FOOD OFFERING	
Sample Menu (to include prices) <i>Please attach additional documentation & photos if desired.</i>	

- 4. Availability.** Please indicate your general availability to provide services during the 2019 Summer Season. ***This does not guarantee you will be scheduled for all available hours indicated or a minimum number of hours, nor commit you to all available hours indicated.*** Exact time schedules and vending locations (see Attachment A for vending locations) will be set in advance by working with your ‘2019 Summer Contact’.

Vendors will be scheduled based on experience providing food vending services, availability, menu variety, need for type of food offering that complements other selected vendors, and anticipated beach attendance (i.e. more vendors will be schedule for peak weekends).

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Blackout dates may occasionally apply during the summer due to park rentals and/or permitted City-Scale events or festivals.

AVAILABILITY (check all available time slots)			
DATE	11AM – 3PM	3PM-7PM	5PM-9PM <i>(typically Sundays only)</i>
May 18-19			N/A
May 25-27			
June 8	N/A		
June 9			

June 10-14			N/A
June 15-16			
June 17-21			N/A
June 22-23			
June 24-28			N/A
June 29-30			
July 1-5			N/A
July 6-7			
July 8-12			N/A
July 13-14			
July 15-19			N/A
July 20	N/A		N/A
July 21			
July 22-26			N/A
July 27-28			
July 29 – August 2			N/A
August 3-4			
August 5-9			N/A
August 10-11			
August 12-16			N/A
August 17-18			
August 19-23			N/A
August 24-25			
August 26-30			N/A
August 31 – September 2			
September 8			N/A

5. Qualifications and References. Selected applicants must provide relevant certifications or licenses, which include, but may not be limited to,; a mobile unit permit, mobile unit sticker, or current temporary food permit, and most recent Virginia Department of Health inspection from the Virginia Department of Health; certification of liability insurance naming the City of Hampton as an additional insured, and a separate endorsement naming the City of Hampton as an additional insured. Applicants should include minimum two references with their application. Interviews may be requested by the City at its discretion. A City of Hampton business license will be required within 30 days of awarding of the contract.

REFERENCES	
Name	
Position/Title	
Phone Number(s)	
E-Mail Address	
Name	
Position/Title	

Phone Number(s)	
E-Mail Address	

- 6. **Fees.** Vendor will pay a fee of Three Hundred Dollars (\$300.00) for the 2019 Summer Season, due and payable to City of Hampton, and submitted to Parks, Recreation, & Leisure Services – Special Events, upon acceptance into vendor pool and prior to being scheduled for first vending session.
- 7. **Sanitation and Clean-up.** Unless otherwise provided by the City, Vendor shall provide containers for disposal of cooking oils and gray water used. The Vendor is responsible for the off-site removal and disposal of materials from the Buckroe Beach park area at the end of each day or a Two Hundred Fifty Dollars (\$250.00) clean-up fee will be assessed by the City. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public, and tar paper as ground covering is required for all tent set ups.

III. EVALUATION CRITERIA, SELECTION PROCESS

1. The following evaluation criteria will be used to select vendors:

- a. Experience providing food vending services
- b. Equipment and food offering, including appearance of unit
- c. Availability of applicant to provide vending services during needed time slots
- d. Qualifications and references
- e. Need for type of food offering that complements other selected vendors

2. Acceptance of Applicants:

- a. Applications will be evaluated by HPR&LS for the value and benefit the proposed food services vending will bring to the Buckroe Beach Park 2019 summer season.
- b. HPR&LS reserves the right to reject any or all applications received, or portions thereof. HPR&LS will not approve any application or part of the application if it is contrary to laws, statutes, ordinances, policies, or procedures of HPR&LS or the City of Hampton.
- c. HPR&LS may waive any informalities or overlook irregularities in any applications received.
- d. Each applicant will be notified if their application has been accepted or denied, and/or whether subsequent negotiations will occur. If the application is accepted, the commercial pushcart, food truck, or tent vendor will be added to HPR&LS’s 2019 Buckroe Beach Park food services vendor pool.
- e. Applicants may be asked to interview at HPR&LS’s discretion and request.
- f. Chosen vendors will be required to sign a City contract.

IV. GENERAL TERMS AND CONDITIONS:

- 1. **TERM.** If an Applicant is chosen to provide food vending services, a contract will be established for the 2019 Summer Season, as that term is defined in the Scope of Need. Following the initial term, contracts may be renewed for up to four (4) additional Summer Seasons at the sole discretion of the City.
- 2. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** A Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a

domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Any business entity that enters into a contract with a public body shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

3. **FAITH BASED ORGANIZATIONS:** The City of Hampton does not discriminate against faith-based organizations.
4. **EXPENSES:** Unless otherwise agreed, Vendor shall be responsible for all expenses incurred while performing services under this Contract. Such expenses shall include, but not be limited to, all federal, state, local, taxes related to income, payroll, and any other purpose; licenses, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance claims or premiums; and any and all salary, expenses or other compensation paid to Vendor's employees, subcontractors, agents, or other personnel hired by Vendor to complete the obligations of Vendor set forth in this Agreement.
5. **HOLD HARMLESS AND INDEMNIFICATION:** It is understood and agreed that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor, its subcontractors, agents or employees under or in connection with this Vendor or the performance or failure to perform any work required by this Contract. Vendor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and/or (c) the performance of the work by Vendor or those for whom Vendor is legally liable. Upon written demand by the City, Vendor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

The Vendor agrees to defend and save the City, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

6. **INSURANCE:** Commercial pushcart, food truck, and tent vendors preparing food which must maintain proper serving temperature shall provide proof of liability insurance in the amount of ONE MILLION Dollars (\$1,000,000.00) for any single incident. The City of Hampton shall be named an additional insured, and a separate endorsement naming the City of Hampton as an additional insured must be provided.
7. **PROHIBITION ON EMPLOYMENT OF UNAUTHORIZED ALIENS:** Vendor shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. **LAWS AND REGULATIONS:** The Vendor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Vendor shall at all times observe and comply with all such laws, ordinances and regulations.

Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth. Vendors using grease must also have one 40 B.C. fire extinguisher NFPA 10, or “Type K” unit available as required by law.

- 9. GOVERNING LAW AND VENUE:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Hampton City Code. Any litigation with respect thereto shall be brought in the courts of the City of Hampton, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
- 10. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Vendor in whole or in part without the written consent of the City.
- 11. TERMINATION WITH CAUSE:** In the event that Vendor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Vendor written notice of such default by certified mail/return receipt requested at the address set forth in Section XIV. Vendor shall have ten (10) days from the date such notice is mailed to cure the default. Upon Vendor’s failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice. In the event of violations of law, safety, or health standards or regulations by the Vendor, this Contract may be immediately cancelled and terminated by the City and the provisions herein with respect to the opportunity to cure default shall not be applicable.
- 12. TERMINATION WITHOUT CAUSE:** The City may at any time, and for any reason, terminate this Contract by written notice to Vendor specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is mailed. Notice shall be given by certified mail/return receipt request at the address set forth in Section II.
- 13. FREEDOM OF INFORMATION ACT:** This Application and any and all documents related thereto shall be subject to public inspection in accordance with the Virginia Freedom of Information Act (the “Act”; Code of Virginia §2.2-3700 et. seq.). If Vendor seeks to protect any proprietary data, documents, or other information (“Proprietary Information”), as provided by Code of Virginia §2.2-4342, Vendor shall, prior to or upon submission of such Proprietary Information, (i) submit such information under separate cover; (ii) clearly mark any such information with the notation “PROPRIETARY,” and (iii) state reasons why such protection is necessary. The City reserves the right to submit such information to the City Attorney for concurrence with the Vendor’s claim for protection. Information submitted that does not meet the above requirements will be considered public information in accordance with the statutes of the Commonwealth of Virginia. An all-inclusive statement that all materials submitted are proprietary is unacceptable.
- 14. CONTACT WITH MINORS:** Vendor certifies that all employees, subcontractors, or others engaged by Vendor to perform the services prescribed herein who will be in the presence of or have direct contact with minors have not been convicted of a felony or any offense involving the sexual molestation, rape, or physical or sexual abuse of a child.
- 15. INDEPENDENT CONTRACTOR:** The Vendor and any employees, agents, or other persons or entities acting on behalf of the Vendor shall act in an independent capacity and not as officers, employees, or agents of the City. Vendor waives any and all claims to benefits otherwise provided to City employees,

including, but not limited to, medical, dental, or other personal insurance, retirement benefits, unemployment benefits, or any liability, workers' compensation or other insurance. Nothing herein intended, and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between the City and the Vendor.

16. ENTIRE AGREEMENT: The contract resulting from this competitive application and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

Applicant Representations, Acknowledgements, and Signature

_____ (initial) **NO CITY INDEMNIFICATION.** The City of Hampton cannot legally agree to any clause indemnifying the Offeror from any damages arising out of the contract or hold the Offeror harmless. The submission of a proposal constitutes an agreement by the Offeror not to request such language in a resulting contract. In compliance with this solicitation and to all the conditions imposed herein, the undersigned agrees to perform any contract awarded as a result of this solicitation. The following section shall be signed by an agent authorized to bind the company. Failure to execute this portion may result in proposal rejection.

_____ (initial) **ANTI-COLLUSION CLAUSE:**
IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY CONTRACT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1. THROUGH 59.1-9.17 OR SECTIONS 58.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THE CONTRACT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSON, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE INTERESTED IN, THIS PROPOSAL.

_____ (initial) **DEBARMENT STATUS:** By submitting this proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

_____ (initial) **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR APPLICATIONS:** By submitting a proposal, Offeror agrees that if awarded a Contract under this Application, that Offeror, and any subcontractors Offeror uses for goods or services, will be required to utilize the City's Contract. If Offeror submits its own agreement for use, the City reserves the right to change any terms of the Offeror's agreement required for the City to meet its obligations under Virginia, local, and Federal law or regulations.

By signing this application, I certify that the information given in response to the foregoing questions is true and correct and that I have not knowingly withheld or misrepresented any material fact herein. Any false information given herein shall result in the immediate rejection of this application or shall be grounds for immediate dismissal if discovered after being hired. I understand that the City of Hampton, Parks, Recreation, and Leisure Services Division will thoroughly investigate any information given to them during the application and selection process. I authorize any former employer(s), law enforcement agency, educational institution or any person or organization to provide information about me and release all concerned from all liability in connection therewith. I understand that my contract with the City is conditioned upon being physically able to perform the essential functions of the contracted, with or without reasonable accommodation. I further acknowledge, understand, and agree to be bound by the conditions set forth above and to the Application Terms and Conditions, including the General Terms and Conditions therein.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

**Attachment A
Buckroe Beach Park
Vendor Site Plan 2019**

A similar layout will be utilized. The City reserves the right to rearrange vendors in order to best serve both beachgoers and vendors.



1 inch = 120 feet