

CITY OF BETHLEHEM

Request for Proposal 2015-P02

The City of Bethlehem will be issuing licenses for qualified vendors to "Operate the Concession Stand – Bethlehem Skateplaza and the South Bethlehem Greenway, Bethlehem, PA".

Sealed proposals will be accepted until 10:00 a.m. Monday, April 13, 2015, at which time they will be publicly opened and read. Late proposals will not be accepted.

Sealed proposal envelopes should be marked with proposal title, proposal number, proposer's name and proposer's address.

Proposal Specifications are available at no cost on the City of Bethlehem Web Site, www.bethlehem-pa.gov.

Sealed proposals should be sent to the Department of Parks and Public Property, B506, 10 East Church Street, Bethlehem, PA 18018, on or before April 13, 2015 no later than 10:00AM.

Mark W. Sivak
Director of Budget and Finance

**CITY OF BETHLEHEM, PA
LICENSE APPLICATIONS**

GENERAL INFORMATION

1. **PURPOSE**

The City of Bethlehem is issuing licenses for qualified vendors (hereinafter referred to as "Vendor") for vendor locations at the Bethlehem Skateplaza and at places along the South Bethlehem Greenway as designated on attached map. Locations include the Skateplaza area (1), E. 3rd Street and the Greenway (1), the Greenway at Polk Street (1), and the Greenway at Adams Street (1). **Any licenses that are issued through this program will be temporary in nature and will only run through 2015, at which time the success of the program will be evaluated.** The City proposes to allow for vendors that allow for a variety of food products. Other products can be considered at the discretion of the City. The City will select vendors based on their ability to meet all of the requirements listed in this document. Vendors that provide an appropriate mix of uses will be selected. Therefore, not all qualified vendors will be selected through this proposal process.

2. **ISSUING AGENCY**

The Request for Proposal is issued by the City of Bethlehem Parks & Public Property Department. All questions regarding this Request for Proposal should be directed to Ralph Carp, Director of Parks & Public Property at (610) 865-7079.

3. **SUBMISSION OF PROPOSAL**

All Proposals must be sent or delivered to:

City of Bethlehem
Parks & Public Property Department
10 East Church Street
Bethlehem, PA 18018
Attention: Ralph Carp

Proposals must be received by 10:00 a.m. Monday, April 13, 2015.

LATE PROPOSALS WILL NOT BE ACCEPTED.

All proposers must submit one (1) original and six (6) complete copies of their proposal.

Sealed proposal envelopes should be marked with Proposer's name and Proposal title, "LICENSE APPLICATION FOR VENDING AT BETHLEHEM SKATEPLAZA AND SOUTH BETHLEHEM GREENWAY"

4. **SITE VISIT**

Questions regarding this document or to participate in a site visit of the proposed locations should be directed to Ralph Carp, Director of Parks & Public Property at (610) 865-7079 from 8:00 A.M. to 4:30 P.M., Monday through Friday.

5. **PROPOSAL REQUIREMENTS**

All proposals must contain the following information:

- a. Firm name, address, telephone number, fax number and email address.
- b. Firm Federal ID Number.
- c. Date Proposal is submitted.
- d. Contact Person
- e. Information on professional experience in conducting a vendor operation and provide at least 3 names and phone numbers of clients or operators who may be contacted as references.
- f. Include a sample menu of food being offered and/or a list of other products offered for sale.
- g. Provide photos of all elevations for any vending cart proposed to be utilized on the Greenway.
- h. Verification that all provisions of operation listed in **APPENDIX A** will be met.
- i. Additional information noted in the Proposer Qualifications section.

6. **REJECTION OF PROPOSALS**

- a. The City of Bethlehem may reject a Proposal if:
 - (1) The Proposer mis-states or conceals any material fact in the Proposal; or if
 - (2) The Proposal does not strictly conform to law or to the requirements of the License; or if

- (3) The Proposal is conditional; or if
 - (4) A determination is made that the Proposer is not responsible in accordance with law or otherwise fails to qualify under criteria specified in this document.
- b. The City of Bethlehem, however, reserves the right to reject all Proposals whenever it deems it in the interest of the City to do so, and also has the right to waive any informality in the proposals, and to award the Contract in the best interest of the City.

7. **PROPOSER ELIGIBILITY**

Proposals will only be accepted from Proposers who are actively engaged in the type of work or service called for in the Proposal or who can show some related professional experience that qualifies for vending work. No Proposal will be accepted or contract awarded to any Proposer that is in arrears or is in default to the City. Proposer shall not be in arrears or in default to the City in any matter; also including personal and business related utilities accounts, earned income taxes, real estate taxes, local services taxes, mercantile taxes, rents, municipal fees and assessments.

8. **PROPOSER'S QUALIFICATIONS**

No proposal will be considered from any Proposer for any Contract Item unless he is known to be skilled and has been regularly engaged in work of a character similar to that covered by the Specifications. It is preferred that the proposer can verify such work for at least five (5) years prior to the date of the proposed work but this is not required. In order to aid the City of Bethlehem in determining the responsibility of the Proposer, the Proposer shall provide the City, in writing, evidence of their experience and familiarity with the work specified, and the financial ability to prosecute properly the proposed work. The evidence requested, without being limited, should include the following:

- a. The Proposer's performance record with listing of work of a similar character and proportions in restaurant operation or other food-related work, or work related to other products offered for sale and provide names and phone numbers of clients or operators who may be contacted as references.
- b. An itemized list of the Proposer's equipment available for use on the proposed contract;
- c. Such additional information as will satisfy the City of Bethlehem that the Proposer is adequately prepared to fulfill the Contract;

The City of Bethlehem shall have the right to disqualify any Proposer who in the past, has not performed in accordance with the contractual requirements of a previous contract for the City.

9. **PRESENTATION OF PROPOSALS**

The proposal must be verified and be presented to the Parks & Public Property Department of the City of Bethlehem in a sealed envelope on or before the time and the place mentioned in the advertisements for proposals, endorsed with the name of the person, firm or corporation presenting it, the date of the presentation and the title of the work for which the proposal is made.

10. **PROPOSERS PRESENT**

At the time fixed for the opening of proposals, their contents will be made public for the information of proposers and others properly interested who may be present either in person or by representative.

11. **EXAMINATION OF PLANS, SITE AND TRANSPORTATION**

The proposers are required to submit their Proposals upon the following express conditions:

The Proposer shall examine the Specifications and make a personal examination of the site in order to acquaint himself/herself with the conditions under which he/she will be obligated to work.

The Proposer shall make all the investigations necessary to be informed thoroughly regarding all facilities for the delivery of materials and equipment as he may require for the operation.

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Proposer to fulfill in every detail all the requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

12. **AWARD OF LICENSE**

The City of Bethlehem will either award a license within sixty (60) days of the original proposal submission date, or reject all Proposals. Award, if any, will be made to the best Proposer(s) complying with the terms of the licenses as determined by the City of Bethlehem. City may revoke an award until a License

Agreement is fully executed by all parties. The required agreement shall be substantially in the form attached as **APPENDIX B**, the terms of which are deemed acceptable to Proposer as an additional condition to submitting a qualifying proposal.

13. **INSURANCE REQUIREMENTS**

A. Proposer/Licensee shall purchase and maintain for the duration of the license comprehensive general liability and property damage liability insurance, including coverage for tenant liability and food product liability, with a combined single limit of coverage of no less than \$1,000,000 per person and \$1,000,000 per occurrence. The City of Bethlehem, its officers and employees shall be named as additional insureds. Licensee shall deliver a conforming Certificate of Insurance to the Office of the City Solicitor upon the signing of this Agreement. The Certificate shall require thirty (30) days written notice to City before the policy can be altered or cancelled.

B. Proposer/Licensee shall purchase and maintain for the duration of the license Workmen's Compensation Insurance in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania and any supplements or amendments thereto. The Certificate shall require thirty (30) days written notice to City before the policy can be altered or cancelled.

14. **INDEMNIFICATION OF CITY**

If awarded a License, Proposer acknowledges and agrees that the City requires that the Licensee shall indemnify, defend, save and hold harmless the City and its officers and employees from and against all civil actions, demands and claims arising from any damage to property, personal injury or death to any person and from consequential and financial damages (collectively hereafter "the harm") that have occurred, or are alleged to have occurred, in the course of the use of the Premises by the Licensee or were caused by its business operations, negligence or neglect, or were caused by the joint negligence of the Licensee and the City, its officers and employees, where the harm was suffered by an owner, officer, principal, employee, contractor, officer or employee of the Licensee or City, by any third party, members of the public and Licensee's customers. Licensee shall pay, at its own expense, when and as incurred, all charges of attorneys and all costs, indemnity and other expenses arising from, related to or incurred in connection with answering, defending, litigating, negotiating, settling and satisfying said civil actions, demands and claims. If a judgment of joint liability with Licensee is rendered against the City, its officers or employees in any such civil action, the Licensee, at Licensee's sole expense, shall pay, indemnify, satisfy and discharge the same in the manner necessary to assure that the City, its officers, employees and insurers suffer no financial cost, harm or liability. Notwithstanding the preceding, the City, its

officers and employees reserve and do not waive defenses and immunities available under The Judicial Code, 42 Pa.C.S. §§8541-8564.

15. **EARNED INCOME TAX RETURNS**

The Proposer further agrees that should he/she accept a license with the City for the purposes stated herein, he/she will procure from the City of Bethlehem, Earned Income Tax Returns, and will comply with all the requirements listed thereon.

16. **SAFETY & HEALTH REGULATIONS**

The Proposer further agrees that should he/she accept a license with the City for the purposes stated herein, he/she will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, part II, dated Saturday, December 16, 1972. In addition, the Proposer agrees that they will meet the necessary requirements and comply with Article 1113 of the Codified Ordinances of the City of Bethlehem and Title 7, Chapter 46, "PA Food Code" if applicable.

17. **BACKGROUND CHECKS**

The Proposer further acknowledges and agrees that should he/she accept a license with the City for the purposes stated herein, that the City requires Licensee's proprietors, corporate officers, partners and managers be subjected to criminal background checks because their operations will involve direct contact with minors. A background check on Licensee's proprietors, corporate officers, partners and managers may be performed by City before awarding of a license agreement but must be completed before commencement of Licensee's operations on any City site. City also reserves the right to require background checks on Licensee's employees (paid and volunteers) before they may work under this Agreement at any licensed site. Licensee shall disclose the identities of all persons subject to a background check under this paragraph promptly upon City's request and if required by the Request for Proposal specifications. All persons subject to a background check under this paragraph shall cooperate by completing and signing consent forms needed to disclose all criminal history information. City will review and identify such history that it deems relevant to a person's suitability for service in the licensed operations. Based upon the results of City's review, City reserves the exclusive rights to reject a Licensee's proposal; to revoke an award of a license; to terminate a License Agreement; and to reject Licensee's assignment of any person (proprietors, corporate officers, partners, managers, employees and volunteers) under a License Agreement to work at any City site.

18. **AFFIRMATIVE ACTION REQUIREMENT**

The City of Bethlehem is an "EQUAL OPPORTUNITY EMPLOYER", and reserves the right to disqualify any contractor who practices discrimination in hiring and employment.

19. **REVIEW OF PROPOSALS**

All Proposals will be reviewed and evaluated by a committee of City staff representatives. The proposal that best satisfies the requirements and meets the needs of the objectives of the City of Bethlehem will be selected.

CITY OF BETHLEHEM
Bethlehem, Pennsylvania

Non-Collusion and Verification Statement

Submittal Of This Signed Statement With Your Proposal Is Mandatory

The undersigned proposer, being of lawful age, and being first duly sworn according to law, deposes and states that the following is true and correct:

1. He/she is the officer or agent duly authorized by the proposer to submit the attached bid and to execute this Statement.
2. The proposer has not been convicted or found liable for any crime or act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years. The proposer is not currently under debarment by the Pennsylvania Department of Labor and Industry nor by any other Commonwealth of Pennsylvania agency or department.
3. The proposer understands that if the proposer has been convicted or found liable as aforesaid, the City of Bethlehem is not prohibited from awarding a license to the proposer, but the conviction or finding of liability may be a ground for administrative suspension or debarment in the discretion of the City of Bethlehem under the rules and regulations of the City of Bethlehem, or if the City of Bethlehem has no administrative suspension or debarment regulations or procedures, the conviction or finding of liability may be the basis for the City of Bethlehem to not award a license to the proposer on the basis of a lack of responsibility.
4. The proposer has not been a party to nor involved in any collusion and/or fraud among proposers in restraint of trade and/or of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
5. The proposer has not been a party to nor involved in any collusion with any governmental official or employee as to quantity, quality or price in the prospective license or with respect to any other terms of the prospective license or with respect to any discussions between the proposer and any governmental official concerning exchange of money or other things of value for special consideration in the approval of a license.

GSNCS-1
(Ed. 11/02)

6. The only person or persons, firm, partnership, joint venture or corporation interested in the attached proposal as principal or principals is/are named below in this Statement or in the attached bid, and that no one other than those named have any interest in the attached proposal or in the license.
7. No officer or employee of the City of Bethlehem is or shall become directly or indirectly interested as contracting party, partner, shareholder, surety or otherwise in the issued license, or in the supplies, work or business to which it relates, or in any portion of the profits therefrom.
8. The proposer is not in arrears to the City of Bethlehem or any of its agencies upon any debt, contract, tax or utility bill, nor in default as surety or otherwise upon any obligation to the City of Bethlehem or any of its agencies.
9. The proposer has examined the requirements for proposed work or service or goods to be furnished, has read and fully understands the form of City of Bethlehem License Agreement, plans and specifications for the proposed work or service, all addenda issued by the Owner, the advertisement, the Instructions, Information and Requirements for Proposers and declares that, in regard to the conditions affecting the work to be done and the work or services or goods to be provided, Proposer has made its own investigation and research.
10. The proposer agrees, if its proposal is accepted, to contract to perform all the work or service or furnish the goods required in the City of Bethlehem approved form of Contract Agreement, and to execute the City of Bethlehem form of License Agreement included in the plans and specifications, without amendment and without modification by proposer.
11. I have read the above, and the foregoing statements are true and correct with respect to the proposer and its current, and previous, officers and employees.

GSNCS-2
(Ed. 11/02)

12. The foregoing statements are true and correct to the best of the undersigned's knowledge, information and belief, and are made to induce the City of Bethlehem to issue a license to the proposer. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 Relating to "Unsworn Falsification to Authorities."

Type/Print Company Name of Proposer: _____

Type/Print Name of Person
Authorized to Execute this
Statement in Behalf of Proposer: _____

Signature (SEAL)

Title

Mailing Address

Date: _____

GSNCS-3
(Ed. 11/02)

Appendix A

Standards and Provisions for Operation of concession stand at Bethlehem Skateplaza and vending carts in the South Bethlehem Greenway

1. The Bethlehem Skateplaza concession stand and all other portable stands/carts must be clean, sanitary, attractive and be designed consistent with the original proposal and approval by the City.
2. Days and hours of operation. City parks are open from dawn to dusk. All vendor activities involving arrival on site, unloading, setup, sales, breakdown and departure must be confirmed between dawn to dusk.
3. Daily removal. Portable stands/vending carts and all related equipment, supplies and packaging materials used or resulting from the vending activities shall be removed daily.
4. Safe and sanitary condition. The vending stand at the Bethlehem Skateplaza shall be maintained in a safe, clean and sanitary condition at all times. Vending stands licensed hereunder to sell food products shall:
 - a. Be subject to inspection at any time by the Health Officer and/or his/her inspectors and shall at all times be licensed under and be in compliance with the Health Code of the city.
 - b. If using portable heating or cooking facilities, be subject to inspection at all times by the Fire Marshal and shall comply with all applicable requirements of the Fire Code of the city.
5. Quiet operations. Vending shall be conducted in a quiet and peaceable manner, and there shall be no hawking of merchandise or solicitation of pedestrians or motorists.
6. Sign. No sign shall be permitted except an identification of the vendor's business name.
7. Use and maintenance of vending location. All sales and related activity shall be conducted from the vending stand during which times the vending stand shall not be moved from the assigned vending location. No products shall be stored or displayed nor trash receptacles placed on the Greenway, or any adjacent outside area by the vendor. The Greenway vicinity of the vending stand shall be kept and maintained free of trash, recyclables, litter, debris or spillage by the stand vendor. Vendor shall supply a recycling container approved

by the Recycling Bureau. No glass bottles are permitted to be sold along the Greenway from any vendor.

8. Vendor shall provide a Certificate of Insurance from a company acceptable to the Law Bureau providing liability coverage to the vendor and naming of the City as an additional insured. The amount of the coverage shall be One Million Dollars (1,000,000);
9. Greenway vendors will be required to obtain a Business License prior to opening and will be required to pay Occupational Privilege Tax for all employees. Those selling food will be required to obtain a Health License.
10. An application shall be revoked and the applicant ineligible to participate in the program if:
 - a. The application proposes the sale of anything other than items approved by the city;
 - b. The proposed vending stand does not comply with the applicable design criteria, standards or specifications and/or applicable health codes;
 - c. The applicant, or any natural person having not less than a thirty-three-percent interest in the entity making application has:
 - (1) An interest in another vending license;
 - (2) Within the past five years held or had an interest in a vending license that had been revoked;
 - (3) Any city tax liability being more than 10 days overdue; or
 - (4) Within the past 10 years been convicted of selling, offering to sell or possession with intent to sell a controlled substance.
 - d. Non-compliance with regulations.
11. Any licensed vendor shall agree to pay all Health License fees, Business License fees and Vendor fees prior to locating on the Greenway.

12. Any licensed vendor shall agree to operate at least 5 days per week and at least 5 hours per day. Failure to operate at this full time schedule will be grounds for revocation of a license.
13. Bethlehem Skateplaza vendor shall pay to the City a monthly fee of \$200.00 as rent as reimbursement for utility service and commodity expenses incurred by the City in connection with the provision of such services and commodities to the Bethlehem Skateplaza vendor, including, without limitation, electricity and water. The monthly fee shall be payable to the City of Bethlehem at Department of Parks & Public Property, 10 E. Church Street, Bethlehem, Pennsylvania, 18018, by the fifteenth (15th) day of each month. A pro-rated portion of the monthly fee shall be due for the first and last month of operation.
14. Any licensed Greenway vendor shall pay to the City a one-time fee of \$1.00 at the time of signing of the Concessionaire License Agreement.

Appendix B

[attach blank CONCESSIONAIRE LICENSE AGREEMENT form]

CITY OF BETHLEHEM
Bethlehem, Pennsylvania

CONCESSIONAIRE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 2015, between the CITY OF BETHLEHEM, a municipal corporation of the Third Class of the Commonwealth of Pennsylvania, domiciled by law in the County of Northampton, with its offices and principal place of business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter called "Licensor" or "City"), and -----[vendor], with its business address at -----[address] , Northampton County, Pennsylvania, 1801-- (hereinafter called "Licensee").

WHEREAS, City desires to license vendors for food vendor cart operations and services at ***(CHOOSE THE APPROPRIATE LOCATION: the Bethlehem Skateplaza Concession Stand (1), E. 3rd Street and the Greenway (1), the Greenway at Polk Street (1), and the Greenway at Adams Street (1))***;

WHEREAS, City utilized the Request for Proposal procedure to obtain proposals from qualified vendors, a true and correct copy of the Request for Proposal is attached hereto and marked as "Exhibit A";

WHEREAS, City has reviewed the proposals and Licensee has been selected for the award of a license for the term beginning and ending as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Licensee to City concurrently herewith for any/all Greenway mobile cart locations, and intending to be legally bound hereby, the parties agree as follows:

[OR – SELECT APPLICABLE PARAGRAPH]

NOW, THEREFORE, in consideration of the sum of Two Hundred Dollars (\$200.00) per month for the term hereof to be paid by Licensee to City as detailed below for use of the concession building at the Bethlehem Skateplaza, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of License. City hereby licenses to Licensee the right to utilize a City-designated site at _____ (***CHOOSE THE APPROPRIATE LOCATION: the Bethlehem Skateplaza Concession Stand (1), E. 3rd Street and the Greenway (1), the Greenway at Polk Street (1), and the Greenway at Adams Street (1),***) as more particularly described in “Exhibit B”, attached hereto and incorporated herein, for the purpose of operating _____ (***CHOOSE THE APPROPRIATE ONE: the concession stand at the Bethlehem Skateplaza or one food vending cart on the South Bethlehem Greenway at the location identified above***). Licensee shall utilize the licensed premises in the manner described in Licensee’s proposal, a true and correct copy of which is attached hereto, incorporated herein, and marked as “Exhibit C”. If Licensee’s proposal deviates from the City’s Request for Proposals and specifications, or the parties disagree over whether Licensee’s proposal or Licensee’s interpretation thereof is in compliance with the City’s Request and Specifications, the City’s interpretation shall prevail over Licensee’s. Deviations from Licensee’s proposal shall only be made by the City or with approval from the City. This Agreement is a grant of a [***MUST CHOOSE EITHER non-exclusive license OR exclusive license***]. Licensee is an independent contractor and not an agent of the City under this Agreement.

INCLUDE THE FOLLOWING PARAGRAPH FOR BETHLEHEM

SKATEPLAZA SITE ONLY: In consideration of the license herein granted, Licensee shall pay to the City a monthly fee of \$200.00 as rent and reimbursement for utility service and

commodity expenses incurred by the City in connection with the provision of such services and commodities to the Licensee, including, without limitation, electricity and water. The monthly fee for the term hereof shall be payable to the City of Bethlehem at Department of Parks & Public Property, 10 East Church Street, Bethlehem, Pennsylvania, 18018, by the fifteenth (15th) day of each month. A pro-rated portion of the monthly fee shall be due for the first and last month of operation.

2. Term and Termination. The term of this license shall commence on April 15, 2015 and end on October 15, 2015. There is no automatic renewal of the license for any duration.

While the parties enter this Agreement in good faith with the expectation of fulfilling the agreed term, it is understood that circumstances or cause may arise rendering the relationship impractical or undesirable to one party or the other. In consideration of such events, either party may terminate this License Agreement without cause. City may temporarily suspend the license if deemed reasonable and necessary by the City for health, safety and welfare considerations or to accommodate access or emergency needs of the City. City shall have no liability to Licensee for breach and loss of profits, expenses and any other form of economic and consequential damages in the event it terminates or suspends this license; and Licensee hereby grants a general release of liability to City in the event it exercises the options to terminate or suspend.

3. Licensee to Obtain Permits. Licensee will be responsible for obtaining all necessary State and Local permits required by its use of the licensed property. Licensee is responsible for being knowledgeable of and complying with all applicable State and Local laws, ordinances and regulations in its use of the licensed property.

4. No Disruption of Utilities. Licensee shall, at all times, exercise this license in

such a manner as to avoid interference with or disruption of utility service lines within the licensed area. The City will have access to the licensed area for any purpose deemed necessary or recommended by the City. City has exclusive authority to determine violations and remedial measures under this paragraph.

5. Maintenance by Licensee. During the term of this license, Licensee shall maintain the licensed property and its equipment in a clean and sanitary condition. City reserves the exclusive right to approve and direct removal of advertising signage detached and placed away from Licensee's main service equipment. In addition, Licensee covenants and warrants that it is knowledgeable of and will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Regulations. Licensee agrees that it will meet the necessary requirements and comply with Article 1113 of the Codified Ordinances of the City of Bethlehem and Title 7, Chapter 46, the "PA Food Code", if applicable.

6. Representations and Warranties. Licensee hereby covenants, warrants and affirms the following:

A. Licensee is actively engaged in the food vendor service business and they have the requisite skill to engage in the food vendor operations;

B. Licensee is not in arrears or in default to the City in any matter; also including personal and business related utilities accounts, earned income taxes, real estate taxes, local services taxes, mercantile taxes, rents, municipal fees and assessments.

7. Background Checks. The City requires that Licensee's proprietors, corporate officers, partners and managers be subjected to criminal background checks because their operations will involve direct contact with minors. A background check on Licensee's proprietors, corporate officers, partners and managers may be performed by City before

awarding of a license agreement but must be completed before commencement of Licensee's operations on any City site. City also reserves the right to require background checks on Licensee's employees (paid and volunteers) before they may work under this Agreement at any licensed site. Licensee shall disclose the identities of all persons subject to a background check under this paragraph promptly upon City's request and if required by the Request for Proposal specifications. All persons subject to a background check under this paragraph shall cooperate by completing and signing consent forms needed to disclose all criminal history information. City will review and identify such history that it deems relevant to a person's suitability for service in the licensed operations. Based upon the results of City's review, City reserves the exclusive rights to reject a Licensee's proposal; to revoke an award of a license; to terminate a License Agreement; and to reject Licensee's assignment of any person (proprietors, corporate officers, partners, managers, employees and volunteers) under a License Agreement to work at any City site.

8. Assignment and Subcontracting Prohibited. Licensee may not assign or subcontract its interest or operations hereunder without consent of City; such attempted assignment or subcontracting constituting an election by Licensee to terminate under paragraph 2. In addition, the transfer of ownership or majority control of Licensee's business is deemed both an assignment without City's consent and an election by Licensee to terminate under paragraph 2.

9. Insurance Requirements.

A. Licensee shall purchase and maintain for the duration of the license comprehensive general liability and property damage liability insurance, including coverage for tenant liability and food product liability, with a combined single limit of coverage of no less

than \$1,000,000 per person and \$1,000,000 per occurrence. The City of Bethlehem, its officers and employees shall be named as additional insureds. Licensee shall deliver a conforming Certificate of Insurance to the Office of the City Solicitor upon the signing of this Agreement. The Certificate shall require thirty (30) days written notice to City before the policy can be altered or cancelled.

B. Licensee shall purchase and maintain for the duration of the license Workmen's Compensation Insurance in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania and any supplements or amendments thereto.

C. This License Agreement is deemed terminated concurrently with cancellation or expiration of the insurance required by this paragraph.

10. Indemnification of City. The Licensee shall indemnify, defend, save and hold harmless the City and its officers and employees from and against all civil actions, demands and claims arising from any damage to property, personal injury or death to any person and from consequential and financial damages (collectively hereafter "the harm") that have occurred, or are alleged to have occurred, in the course of the use of the Premises by the Licensee or were caused by its business operations, negligence or neglect, or were caused by the joint negligence of the Licensee and the City, its officers and employees, where the harm was suffered by an owner, officer, principal, employee, contractor, officer or employee of the Licensee or City, by any third party, members of the public and Licensee's customers. Licensee shall pay, at its own expense, when and as incurred, all charges of attorneys and all costs, indemnity and other expenses arising from, related to or incurred in connection with answering, defending, litigating, negotiating, settling and satisfying said civil actions, demands and claims. If a judgment of joint liability with Licensee is rendered against the City, its officers or employees in any such civil

action, the Licensee, at Licensee's sole expense, shall pay, indemnify, satisfy and discharge the same in the manner necessary to assure that the City, its officers, employees and insurers suffer no financial cost, harm or liability. Notwithstanding the preceding, the City, its officers and employees reserve and do not waive defenses and immunities available under The Judicial Code, 42 Pa.C.S. §§8541-8564.

11. Earned Income Tax Returns. Licensee shall be required to file an earned income tax return and pay all requisite taxes for the food vendor operations.

12. Amendment. This License Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes shall be Northampton County only.

14. Effective Date. Notwithstanding the date of this Agreement stated in the preamble, this Agreement shall be executed first by Licensee and shall become effective only upon the later of countersignatures by the Controller and the Mayor.

IN WITNESS WHEREOF, City and Licensee execute this License Agreement by and through their authorized agents and principals on the dates noted below.

ATTEST:

[Licensee name]

Secretary

BY: _____

Title:

ATTEST:

CITY OF BETHLEHEM

BY: _____

BY: _____

City Controller

Mayor

Date

Date

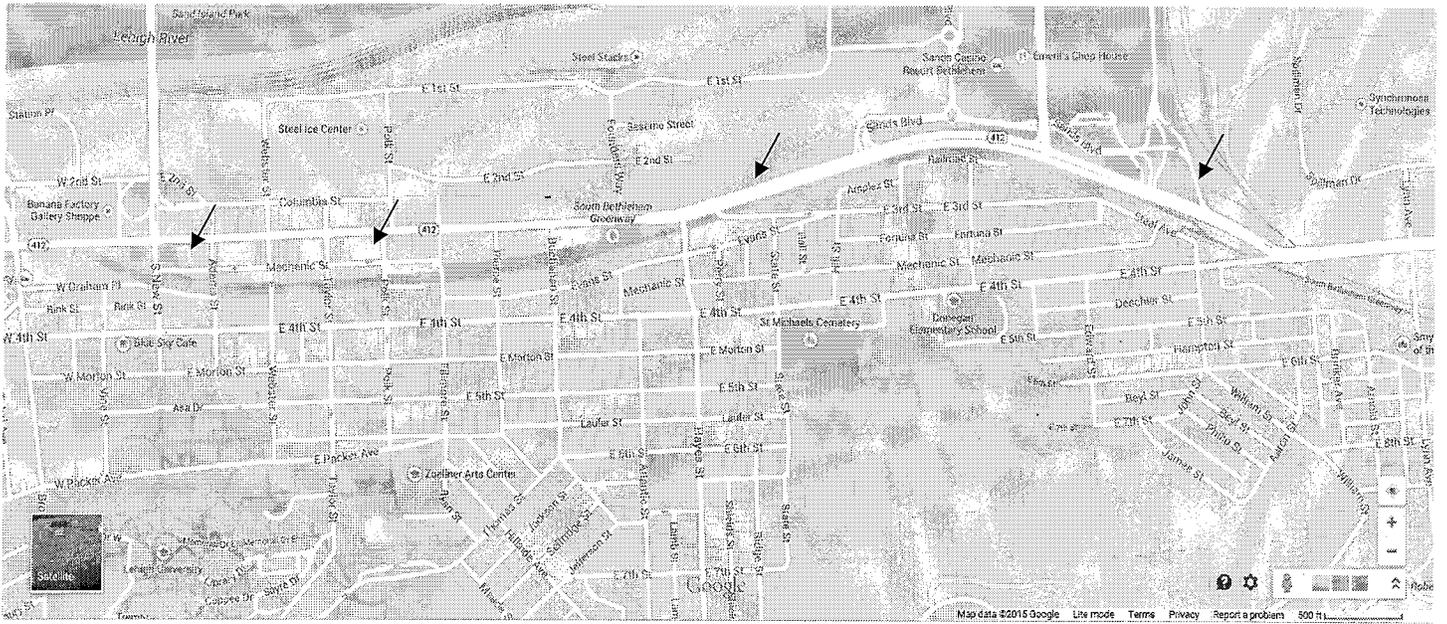
The within License Agreement is certified to
Be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: _____

“EXHIBIT A”
Request for Proposal

“EXHIBIT B”
Location map

Arrows on map indicate approved concession locations



“EXHIBIT C”
Licensee Proposal