

## INVITATION TO BID NO. 2023B024

Issue Date	Time and Date of Opening	Buyer	Phone Number
3/1/23	9:00 A.M. Alaska Time, March 17, 2023	Nikki Martindale	907-343-4590

ITB No. 2023B024 – Sidewalk Vendor Permit SITE 4 ONLY to the Municipality of Anchorage (MOA), Community Development Department.

Cover Sheet	Page	1
General Provisions	Pages	2 - 3
Special Provisions	Pages	3 - 4
Bidders Check List	Page	5
Bid Proposal	Pages	6 - 7
Attachment A – Program Requirements	Consisting of	7 Pages
Attachment B -Sidewalk Vendor Site Map	Consisting of	1 Page

To be considered for award bids **will**:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office;
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

A non-mandatory Pre-Bid Conference to discuss this Invitation to Bid will be held at **9:00 A.M. Alaska Time, March 9, 2023**. The pre-bid conference will be held in the MOA Purchasing Office, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501. Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **8:55 A.M. Alaska Time, March 9, 2023**. It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to [wwpur@muni.org](mailto:wwpur@muni.org). Written questions **will** be received no later than **5:00 P.M. Alaska Time, March 9, 2023**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE



Nikki Martindale  
Deputy Purchasing Director

**GENERAL PROVISIONS**

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bid, abstracts will be posted and available on The MOA Website: [www.muni.org](http://www.muni.org)
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
  - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
  - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

**GENERAL PROVISIONS (Continued)**

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

**SPECIAL PROVISIONS**

1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is: Various sites within the Municipality of Anchorage.**
3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
7. **Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
  - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
  - b. **Municipality of Anchorage, Purchasing Department, 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501**
  - c. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
  - d. **Payment (Money Order, Cashiers Check, or Certified Check) must be inside the sealed envelope. Non-refundable payment must be made payable to "Municipality of Anchorage" or "MOA". NO OTHER FORM OF PAYMENT WILL BE ACCEPTED. Monies from unsuccessful bidders will be returned immediately following bid opening.**

**SPECIAL PROVISIONS (Continued)**

8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.
9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6<sup>th</sup> Ave, Suite 525, Anchorage, AK 99501:

<b>Pre-Bid Conference at:</b>	<b>9:00 A.M. Alaska Time,</b>	<b>March 9, 2023</b>
<b>Bids Opened at:</b>	<b>9:00 A.M. Alaska Time,</b>	<b>March 17, 2023</b>

15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

---

**BIDDER'S CHECK LIST**

**I. GENERAL**

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

**II. REQUIRED DOCUMENTS FOR BID**

- A. BID PROPOSAL: Pages 6-7. **Page 7** shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.
- C. PAYMENT: Money order, cashier's check or certified check must be inside the sealed envelope.
- D. COPY: Valid State of Alaska Business License

**III. INSURANCE REQUIREMENTS**

In accordance with AMC 24.75.090.

**IV. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE**

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

(Remainder of Page Intentionally left Blank)

**BID PROPOSAL**

**SITE 4 ONLY**

**Sale of Permitted Sidewalk Vendor Sites for the 2023 through 2027 seasons in accordance with specifications and requirements contained in this solicitation and Anchorage Municipal Code 24.75.**

<b>Line</b>	<b>Note: 4<sup>th</sup> Avenue between E and G street will be undergoing an upgrade. As a result, ROW will need to relocate Site 4 during the upgrade. ROW and the Permittee will work together to determine the upgrade relocation site. During the upgrade, currently scheduled for 2025, permittee will only be required to pay the ROW Permit Fee during the relocation year.</b>	<b>Bid Amount</b>
<b>1</b>	<b>4<sup>th</sup> Avenue, Peratrovich Park, Food, Beverage, Handicrafts, Artwork, Jewelry, Fur, Leather Goods, goods bearing an Anchorage or Alaskan theme, Tourist Services, and Flowers. Hours of Operation 8:00 A.M. to 12:00 A.M. (Midnight)</b>	\$ _____ <b>(Per Year)</b>
<b>2</b>	<b>Right of Way Permit Fee</b>	\$270.00 <b>(Per Year)</b>
<b>*** Payment must be included with Bid***</b>		<b>Total (Lines 1 – 2)</b>
		\$ _____
Vendor Business Name		
Permittee		
Alternate Permittee, if applicable		

**Addendum Acknowledgement**

Number(s) \_\_\_\_\_ is/are hereby acknowledged

**Basis of Award**

Award will be made to the highest bid by location. However, **no** individual, permittee, or business may receive more than one (1) permit.

**Period of Performance**

The performance period is April 1, 2023 through October 1, 2023; with four (4) 1-year options to extend, at the same quoted price, upon mutual consent of both parties.

**NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.**

Vendor Name \_\_\_\_\_

**BID PROPOSAL (CONTINUED)**

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Email Address

\_\_\_\_\_  
Physical Address of Company (if different from above)

\_\_\_\_\_  
City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

## **Attachment A**

### **Municipality of Anchorage (MOA) Sidewalk Vendor Program**

Implementation of the MOA Sidewalk Vendor Program and expectations for the participants.

#### **EFFECTIVE DATE**

March 1, 2023 through October 1, 2027

#### **PURPOSE**

The Anchorage Sidewalk Vendor Program (SVP) provides small business opportunities to local entrepreneurs. These businesses create a thriving atmosphere that enhances downtown and compliments other forms of private business activity; encouraging tourists and locals to visit and shop downtown.

#### **APPLICABILITY**

Sidewalk vendors conducting business on and between 3<sup>rd</sup> and 9<sup>th</sup> and A and L streets. This area is commonly known as the Central Business District (CBD). (Exhibit A).

#### **REFERENCES**

Anchorage Municipal Code (AMC) 3.60-Administrative Adjudication

AMC 10-Business Licenses

AMC 14.60-Fines

AMC 24.75-Sidewalk Vendors

AMC 7.20-Methods of Source Selection

Successful bidders must comply with the provisions and specifications set out in this document, as well as the any applicable regulations and policies and procedures as required by the above referenced Code.

#### **ADMINISTRATION**

The SVP will be administered by Department of Economic Development, Development Services and enforced by the Right-of-Way Enforcement Division (ROW).

#### **RESPONSIBILITIES**

##### **ROW**

Administer the program in accordance with AMC 24.75

Enforce applicable AMC Codes

Collect License Fees for option years

##### **Purchasing**

Issue Sealed Bids, in accordance with AMC 7.20

Conduct Bid Opening

Collect and deposit money from the initial license fees



Attempt to reassign inactive sites, when requested by ROW

Process refunds, if required

### **BID AND PERMITTING PROCESS**

Completed in two phases. Phase I -Bid Submittal. Phase II-Permitting.

#### **PHASE I -BID SUBMITTAL**

Bids will be submitted in accordance with the bid documents contained in this ITB. And will meet the standards, conditions and specifications as described in the bid documents and all applicable codes and regulations.

Exhibit A shows site locations. The bid proposal page lists the type of goods or services authorized at each site.

Prospers may bid on more than one location. However, a bidder shall not be eligible for more than one permit. Similarly, only one permit shall be issued per business.

If a prosper wishes to bid on more than one site, a separate bid will be submitted for each site.

If a bidder submits a bid for more than one site and is the high bidder on both sites, that bidder may pick which site they want. The bidder must select their site before the conclusion of the bid opening. After the bidder has selected their site, the other locations will be awarded to the next highest bidder using the same procedures as contained herein.

**When the bid opening is concluded and purchasing completes the bid verification process, all monies received from the successful bidder are non-refundable whether the bidder completes the permitting process in Phase II or not.**

**Monies received from unsuccessful bidders will be returned to the bidder at the conclusion of the bid opening. If the bidder does not attend the bid opening, any monies received will be deposited by the MOA and will be refunded upon written request of the bidder. Note: written requests for refunds may take up to 1 month to process.**

At the conclusion of the bid verification process, the Purchasing Department will give the successful bidders a payment receipt and a letter. The letter will authorize the successful bidder to proceed with Phase II.

In the event of a tie, the impacted vendors will each be given a numbered card and a corresponding numbered card will be deposited into a box. An independent 3<sup>rd</sup> party will draw a card from the box. The vendor with the corresponding number will be the successful bidder for the site in question.

#### **PHASE II-PERMITS**

To obtain a Municipal permit to operate a sidewalk vendor stall, the vendor must provide ROW the following:

A current photo identification such as a passport, Alaska Driver's License, or Identification Card; and,

A complete description of the types of goods and services that will be offered under the desired license; and,

A physical description and photograph or schematic drawing drawn to scale of the planned site layout. Include the equipment to be used for display, storage or other purposes related to the business to be conducted pursuant to the desired license not to exceed ten (10) x six (6) feet; and

Permittee's name, address, and contact information. The permittee may designate one person as an alternate permittee. If an alternate permittee is named, the permittee will provide ROW with the name, address, and contact information of the alternate permittee; and,

A person named as a permittee or alternate on a permit will not be named as a permittee or alternate on any other permit. Note: The alternate permittee may be changed. The permittee will notify the ROW at [MOAROWrequests@muni.org](mailto:MOAROWrequests@muni.org) of any changes to the alternate permittee. If required, the ROW Enforcement Division will issue a revised permit, at no additional cost; and,

Proof of insurance as required by **AMC 24.75.090**; and,

Proof the applicant obtained health permits required for the preparation and sale of food or beverages, and any permit required by the Anchorage Health Department; and,

A copy of the proposed permittee's state business license. The business license must be issued in the name of the proposed permittee; and,

Food vendors must present their health permit. Vendors are responsible for all costs of obtaining a health permit. Health Department fees are paid directly the Anchorage Health Department.

Permits are valid from April 1 through October 1 of each calendar year.

A permit **may not** be transferred, assigned, sold, and/or consigned in any manner; without written approval from ROW.

If an applicant fails to complete the entire permitting process by April 1<sup>st</sup> of the permit year, the applicant will forfeit all rights and monies paid for that site.

If a vendor fails to complete the permitting process by April 1<sup>st</sup> of each permit year, and the site had multiple bids, the Purchasing Department may contact bidders who were not awarded a permit, in order according to the original bid amount, until a vendor accepts the site. If there are no other bidders, or no current bidders accept the site, ROW may elect to re-bid the site or not open that site during the permit year.

### **BIDDER'S LIST**

A list of the bidders' names will be compiled and maintained by the Purchasing Department.

## VENDOR SITE REQUIREMENTS

### The site will

have no less than an eight-foot-wide strip of unobstructed sidewalk between the stand and the face of the curb, or edge of the sidewalk if there is no curb; and,  
not obstruct pedestrian or vehicular use of the public right-of-way; and,  
be completely outside the sidewalk area adjacent to any part of a posted bus stop; and,  
be at least five feet away from a crosswalk, fire hydrant or fire escape or the curb edge of a sidewalk; and,  
not be adjacent to a sidewalk curb which has been painted or designated to be painted red, yellow or blue; and,  
be separated from all other vendor sites by a distance not less than ten feet; and,  
not infringe on any lawns; and,  
be no longer than ten feet (excluding litter receptacle, stool, and ice chest). The following equipment may be used:

An umbrella-not to exceed ten (10) feet in diameter and ten (10) feet in height. Umbrellas will not to be used to display merchandise.

A canopy no larger than six (6) feet x ten (10) feet. The canopy will not be used to display merchandise. The canopy will not infringe on the public's ability to utilize the Right of Way.

### Other site requirements

All sidewalk vendors licensed to prepare food at the site shall place a nonporous material on the sidewalk beneath the stand in such a manner as to prevent spillage from the cart, stains, or other damage to the area around the stand.

Vendors are responsible for immediately removing any spillage from the sidewalk.

Vendors are responsible for removing trash from their site, daily.

### Site Operations

A site is considered actively operating when:

The site is being operated in compliance with the code; and,

The equipment listed on the vendors application is being used; and,

The site is being operated by the permittee or designated alternate.

### Other

It is unlawful for any person to engage in the business of a vendor in a manner that is inconsistent with the terms of a license or permit issued pursuant to this policy and procedure.

The permittee or designated alternate will actively operate the business on the site.

If a site remains inactive for a period of 30 consecutive days, ROW will contact the vendor as to the reason for inactive operations.

Upon notification by ROW, the Purchasing Department will attempt to reassign inactive sites to the next highest bidder for the specific site.

If a site is terminated, repealed, or revoked for any reason, the permittee is not entitled to a refund (in part or in whole) of any monies paid to the MOA.

## **ENFORCEMENT**

### **Fines, penalties, and appeals**

In accordance with the fine schedule set out in **AMC 14.60.030**, ROW may impose fines for the following offenses:

The permittee, in connection with the permitted activity, violates any Code provision or any regulations issued under this policy and procedure, or the terms or conditions of the permit.

The permittee is performing or permitting the performance of an act on the permitted premises or in connection with the permitted business or activity which endangers the public health, morals, safety, or welfare.

The permittee is conducting the activity or business at a place other than their permitted site.

The permittee allows, directs, or otherwise sanctions the violation of any provision of this code, Municipal regulations, or a permit issued under this title in connection with the permitted activity, by an employee, agent or other person under his control or supervision.

Failure to operate the permit for a period of thirty consecutive days.

ROW may suspend, revoke, or otherwise restrict a vendor permit for any of the following reasons:

The permittee made a false or misleading statement or representation in connection with application for the permit.

The permittee, in connection with the permitted activity, violates any Code provision or any regulations issued under this policy and procedure, or the terms or conditions of the permit.

The permittee is performing or permitting the performance of an act on the permitted premises or in connection with the permitted business or activity which endangers the public health, morals, safety, or welfare.

The permittee is conducting the activity or business at a place other than their permitted site.

The permittee sold, conveyed, or otherwise transferred the permit to another person, without written consent from ROW.

The permittee permits, allows, directs, or otherwise sanctions the violation of any provision of this code, Municipal regulations, or a permit issued under this title in

connection with the permitted activity, by an employee, agent or other person under his control or supervision.

Repeated acts prohibited by this title for which no prior action was taken by Municipal officials.

Failure to operate the site for a period of thirty (30) consecutive days.

An appeal of fines or penalties imposed may be made in accordance with **AMC 3.60**.

#### **POSTING OF PERMITS AND CERTIFICATES**

In accordance with **AMC 24.75.070**:

During all hours of operation, a vendor will display the applicable vendor permit in a prominent location on the vending stand or on the vehicle from which the business is conducted pursuant to the permit, so it is protected from the weather and easily visible to the public.

A vendor will maintain the following documents, as applicable, at the vendor site or in the vehicle from which the business is conducted pursuant to the permit and will display them to any person upon request:

- Current state business license for the business operated pursuant to the permit; and,

- All government permits relating to the service of food or beverages offered by the vendor; and,

- A certificate of the insurance as required by **AMC 24.75.090** and,

- All government permits relating to the provision of transportation services offered by the vendor.

#### **INSURANCE**

In accordance with **AMC 24.75.090**:

Before any permit is issued for a vendor, the applicant shall furnish one or more policies or certificates of liability insurance issued by an insurance company authorized to do business in the state and reflecting the applicable coverage.

A vendor of goods or services shall also submit documentary proof to the right of way supervisor indicating the vendor is covered by liability insurance as follows:

- Personal injury (each occurrence), \$100,000.00; and

- Aggregate products (each occurrence), \$100,000.00; and

- Property damage (each occurrence), \$50,000.00.

Every policy of insurance required pursuant to this section shall be acceptable only if it is approved by the Municipal Risk Manager.

Every insurance policy shall contain a clause obligating the insurer to give the right of way supervisor written notice no less than 30 days before the cancellation, expiration, non-renewal, lapse or other termination or alteration of such insurance.

A lapse, cancellation, expiration, non-renewal or other termination or alteration of such insurance shall cause the permit to which it pertains to be automatically suspended for so long as the insurance required by this section is not in place.

**PROHIBITED ACTS**

In accordance with **AMC 24.75.100**:

It shall be unlawful for any non-food vendor to engage in the business of a vendor from a motor vehicle:

on a public right-of-way; or

in a publicly owned or operated parking facility; or

within a vehicle parking space designated by a sign or a meter within the area on or between Third and Ninth Avenues and A and L Streets.

It shall be unlawful for a vendor to attract customers by hawking or physically accosting persons.

It shall be unlawful for any person to engage in the activities of a vendor at any location other than a vendor site designated by the right of way supervisor pursuant to this chapter.

**INSPECTIONS**

In accordance with **AMC 24.75.110**:

The right of way supervisor or law enforcement officials may, during the normal working hours of a vending business permitted under this chapter, inspect the business for the purpose of determining whether the permittee is conducting the business in accordance with the specific requirements of this chapter or the permit requirements.

Right-of-Way Supervisor:



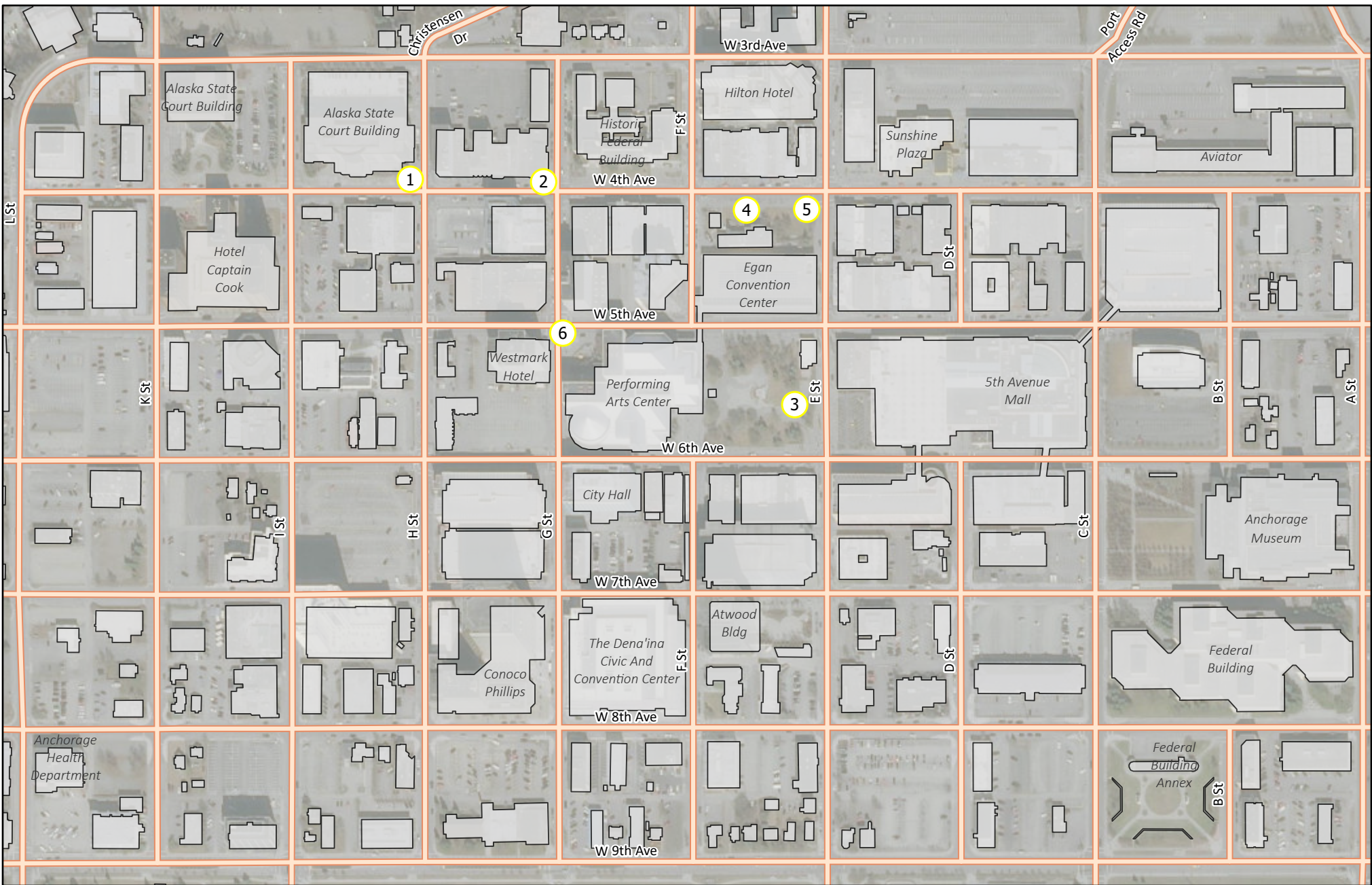
---

John Snelson

*2-23-2023*


---

Date



Attachment B  
 MOA Development Services  
 Sidewalk Vendor Locations



 Permit Locations



Map Date:  
2/21/2023