REQUEST FOR PROPOSALS

For the Management and Operation of Event Planning and Catering at Historic Strawberry Mansion

Issued By:

Historic Strawberry Mansion

Emily Myles, Executive Director

Mandatory Pre-Proposal Tour & Meeting:
June 15th, 2017 at 11 a.m.
Historic Strawberry Mansion
2450 Strawberry Mansion Drive
Philadelphia, PA 19132

RSVP for Pre-Proposal Meeting required by June 12th, 2017

SEALED PROPOSALS WILL BE RECEIVED UNTIL
JULY 14TH, 2017 @ 4:00 PM EST
(THE “DEADLINE FOR SUBMITTING PROPOSAL”) AT
2450 STRAWBERRY MANSION DRIVE
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE

Questions regarding this Request for Proposal should be submitted in writing before Friday, June 30th, 2017 at 4:00 P.M. EST (“Deadline for Questions”), and directed to Emily Myles, Executive Director
Historic Strawberry Mansion
2450 Strawberry Mansion Dr, Philadelphia, PA 19132
or by email at strawberrymansion@me.com

This Request for Proposal and any accompanying materials will be posted on the following website: http://www.historicstrawberrymansion.org
SECTION 1 – GENERAL INFORMATION

1.1 Background

1.1.1 The Committee of 1926 ("the Committee") is a private, nonprofit Section 501(c)3 organization, operating the Historic Strawberry Mansion ("the Mansion"). The Mansion is located on property in Fairmount Park ("the Park"). The Mansion and Park are owned by the City of Philadelphia under the jurisdiction of its Department of Parks and Recreation ("the City").

1.1.2 The mission of the Committee is “To preserve, promote and protect Historic Strawberry Mansion and its collections as well as to maintain the exterior grounds. The organization makes available (1) public programming about the history of the Mansion and its collections, (2) lectures by scholars, (3) exhibitions featuring local and regional artists, and (4) numerous community outreach programs.”

1.2 Purpose of this Request for Proposals ("RFP")

The Committee is issuing this RFP to select an exclusive caterer to provide event planning and catering at the Mansion. The Committee requests proposals from all individuals and firms that would like to manage and operate event planning and catering services at the Mansion (“Event Planning and Catering”). By entering into an agreement for Event Planning and Catering, the Committee intends to encourage the scheduling of more events at the Mansion offering such services, to increase the use of the Mansion, and to generate additional interest in the Mansion and additional revenue for the support of the Committee’s mission.

1.3 Respondents to this RFP; Creation of the Exclusive Catering Agreement; and Selection of the Exclusive Caterer

Each firm or individual that submits a proposal in response to this RFP (a “Proposal”) will be considered a “Respondent.” Each Proposal must be signed in ink by an authorized representative of the relevant Respondent, with the representative’s name and title legibly indicated below the representative’s signature. The Committee intends to enter into negotiations for a written contract (the “Exclusive Catering Agreement”) with the Respondent whose proposal the Committee determines best serves its objectives and best meets the criteria set forth in this RFP. As a RFP, it is not an invitation to bid and while the fees to be generated to the Committee are important, other pertinent factors will also be taken into consideration in selecting the most responsible offeror(s). Upon execution of a negotiated Exclusive Catering Agreement between the Committee and the successful Respondent, the successful Respondent will become the “Exclusive Caterer” under the final Exclusive Catering Agreement for the term of that Agreement and will have the right to operate and manage Event Planning and Catering at the Mansion according to the terms to be set forth in the final Exclusive Catering Agreement.
1.4 Exclusive Catering Agreement Summary

The Exclusive Caterer will have complete responsibility for Event Planning and Catering at the Mansion and all persons working or attending any such event. The Exclusive Caterer’s responsibilities will include those set forth in this RFP and in the Exclusive Catering Agreement. The Exclusive Catering Agreement will at least have the material contract terms and conditions identified in this RFP. Any exceptions or requested changes to those terms being requested by a Respondent must be clearly identified in the Proposal in order to be considered by the Committee. Any contract exceptions or changes submitted in any other manner will not be considered. The Committee is not obligated to accept any such requested exceptions or changes. Notwithstanding the completed review and submission of the RFP and documents in response thereto by Respondents, and regardless of any formal or informal private or public statement by an officer or employee of the Committee, including notice of a contract award by the Committee, the Committee will not be legally bound to any contract for Event Planning and Catering at the Mansion or be subject to any other liability to a Respondent until a final document evidencing the complete and exclusive contract of the parties is signed by the Committee’s Executive Director and by a duly authorized representative of the Respondent selected by the Committee. In consideration of the license granted to the Exclusive Caterer under the Exclusive Catering Agreement, Exclusive Caterer shall be required to pay the Committee a specified and agreed on usage fee and to fund any mutually agreed on capital improvements at the Mansion.

1.5 Respondent Qualifications

Respondents must demonstrate substantial experience in professional Event Planning and Catering services and sufficient financial capability to operate and manage the Event Planning and Catering at the highest level. This shall include at a minimum three (3) years of experience in providing Event Planning and Catering services and all necessary licenses and equipment for such services. Additional qualifications and requirements are set forth in detail in the following sections of this RFP.

1.6 Mandatory Tour And Pre-Proposal Meeting of the Mansion

1.6.1 Committee staff will conduct a mandatory “Pre-Proposal Tour” of the Mansion and grounds for interested Respondents on the date, time, and location stated on the cover page of this RFP.

1.6.2 Following the tour, a mandatory “Pre-Proposal Meeting” will be held at the Mansion. The purpose of the Pre-Proposal Meeting will be to review the requirements contained in this RFP and to receive questions from potential Respondents. All potential Respondents are required to RSVP to Emily Myles at 215-228-8364 or strawberrymansion@me.com.
1.6.3 The Committee will not consider the Proposal of any Respondent that does not attend the mandatory Tour and Pre-Proposal Meeting.

1.7 Project Manager; Questions Regarding this RFP

The “Project Manager” for this RFP is Emily Myles, Executive Director, Historic Strawberry Mansion. Her contact information is:

Email: strawberrymansion@me.com
Phone: 215-228-8364
Mail: 2450 Strawberry Mansion Drive
Philadelphia, PA 19132

Questions concerning this RFP, including any questions concerning the Exclusive Catering Agreement, may be asked at the Pre-Proposal Meeting but the questions may also be required to be put in writing. All questions and answers (in response to the questions as interpreted by the Committee) will be compiled and posted as an addendum to the RFP. All additional questions must be submitted to the Executive Director in writing, by email or letter, and received no later than Friday, ********, 2017 at 4:00 p.m. These questions and answers will be compiled and posted on the Committee’s website as an addendum. Questions submitted by telephone will not be answered by the Committee. The Committee is not obligated to answer or respond to any questions received after the aforementioned deadline for questions.

The Committee will answer all written questions that the Committee, in its sole discretion, determines concern a material element of the RFP process or the Exclusive Catering Agreement. The Committee will provide its answers in writing by addendum(s) to this RFP prior to the Deadline for Submitting Proposals; and the Committee will post its answers on its website: www.historicstrawberrymansion.org.

The Committee is not bound by any oral response(s) made by any Committee employee(s) or member of the Board of Directors to any questions. The Committee shall also not be bound by any written information that is not contained in this RFP or in any formally issued addenda to the RFP. No questions shall be considered by the Committee to be a protest of the specifications or of the solicitation.

The Committee’s only official method for communicating information to all potential Respondents is by addendum(s). Each Respondent should check www.historicstrawberrymansion.org before submitting a Proposal to verify compliance with all addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

1.8 Need to Review Entire RFP Carefully

All Respondents should read this entire RFP before the Pre-Proposal Meeting and
before submitting a Proposal.

1.9 No Obligation on Committee to Execute an Exclusive Catering Agreement

This RFP does not commit the Committee to award an Exclusive Catering Agreement. This RFP and the process it describes are for the sole and exclusive benefit of the Committee. No other party, including any Respondent, is granted any rights by this RFP.

1.10 Modified Proposals; Late Proposals

Until the Deadline for Submitting Proposals, a Respondent may submit a modified Proposal to replace all or any portion of a Proposal that the Respondent submitted previously. The Committee will only consider the latest version of a Respondent’s Proposal. The Committee will not consider or evaluate late Proposals and late modifications. A Respondent may withdraw its Proposal from consideration at any time before the Deadline for Submitting Proposals.

1.11 Public Disclosure

This RFP, each Proposal, the Exclusive Catering Agreement, and the written documents and communications related to them, may be subject to public disclosure, except as provided in this RFP.

1.12 Information and Data in this RFP Is Not Warranted

The information and data in this RFP is intended to help potential Respondents understand the Committee and the Mansion, the Exclusive Catering Agreement, and to help each Respondent to prepare a Proposal. The Committee believes that the information and data are reliable, but the Committee does not represent or warrant such accuracy. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about the Committee or the Mansion, the RFP, or the Exclusive Catering Agreement.

1.13 Provisions of RFP Become Part of Exclusive Catering Agreement

The contractual provisions set forth in Sections 3, 4 & 5 of this RFP will not be negotiated or modified, unless modified in writing by the Committee, in its sole discretion, before the Deadline for Submitting Proposals. If a Respondent is selected as the Exclusive Caterer, the provisions of Section 3, Section 4 and Section 5 of this RFP will bind the Respondent as the Exclusive Caterer. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provisions of Section 3, Section 4 and Section 5 of this RFP because they contain terms which will become obligations of the Exclusive Caterer under the Exclusive Catering Agreement.
SECTION 2 – DESCRIPTION OF THE MANSION

2.1 Location and Access

The Mansion is located in Philadelphia’s Fairmount Park, close to the 33rd Street and Dauphin Drive entrance to Fairmount Park. The address of the Mansion is 2450 Strawberry Mansion Drive. It is easily accessible from major roadways I-76 and I-676, as well as Kelly Drive, and the SEPTA bus system.

2.2 Mansion and Grounds

The Mansion is a historic house museum, the center part of the Mansion being built in 1789 and the two wings of the home being added in the mid 1820’s. The Mansion houses an impressive collection of 18th and 19th century furnishings and decorative arts, as well as a small archival collection. The interior of the Mansion remains largely unchanged from the way it may have appeared to the families that once lived in the home. However, there is a large private meeting room on the second floor of the Mansion. The Mansion sits on approximately 3 acres of land, with a fruit tree orchard, berry patch, kitchen and pollinator garden, as well as active beehives on the grounds. The Mansion grounds have a large brick patio, as well as an expansive rear yard.

2.3 Licensed Areas

The license given to the Exclusive Caterer under the Exclusive Catering Agreement will apply only to the Mansion facilities listed below. (See Appendix 1 for a floor plan of the Mansion and Appendix 1 for a map of the licensed portions of the landscape).

1) Fenced in orchard and garden, rear lawn area, and patio
2) The following areas and facilities in the Building:
   • The second floor Banquet Room (which is not handicap accessible)
   • The Kitchen, Laundry Room and Garage
   • Parking within Fairmount Park. Please see Section 4.6 for information about parking availability.

2.4 Mansion Public Operations

The Committee will not alter the Mansion’s public operating hours for Event Planning and Catering. The Mansion’s public operating hours are Tuesday through Sunday, 10:00 am – 4:00 pm; events or preparation for events may occur during public operating hours only with express written permission of the Committee.


**SECTION 3 – CATERING REQUIREMENTS AND IMPROVEMENTS**

The Committee reserves the sole and exclusive right to select the Exclusive Caterer that it concludes in its sole and exclusive discretion will best serve the interests of the Committee. The Committee further reserves the sole and exclusive right to negotiate the final terms of any Exclusive Catering Agreement, which may include modifications to the following requirements. Subject to the foregoing, each Respondent shall, if selected as the Exclusive Caterer, agree to and satisfy the following requirements:

3.1 The Exclusive Caterer shall provide at its own expense all necessary catering supplies and equipment.

3.2 The Exclusive Caterer shall provide a designated person to act as the salesperson to show the Mansion and to handle all catering questions, but who shall not have authority to obligate or bind the Committee.

3.3 The Exclusive Caterer shall provide a designated person who is a trained event planner to work with each client and their outside vendors, and to answer all Mansion–specific questions and concerns, such as delivery and pick up of personal effects, additional site visits, parking questions and the like.

3.4 The Exclusive Caterer shall promote the Mansion in print advertisements, on the Internet, and with other printed materials, specifying that the Mansion is operated by the Committee in partnership with Philadelphia Parks and Recreation. All advertising shall have the Committee’s prior approval.

3.5 The Exclusive Caterer shall provide an experienced and knowledgeable person to supervise all events, and to enforce all Committee rules and regulations, including without limitation taking such actions as are reasonably necessary to prevent access to such areas of the Mansion and its premises as are not licensed to the Exclusive Caterer.

3.6 Improvements

In order to improve the marketability of the Mansion for catered events, improvements to the Mansion and grounds (“Improvements”) may be made by the Respondent if selected as the Exclusive Caterer, provided that all Improvements satisfy the following conditions:

3.6.1. The construction work and completed improvements will not limit public access or use of the space required for Mansion Events and any other Committee programs.

3.6.2. All Improvements and agreements for the construction or replacement of any Improvements must be approved in writing by the Committee and the City prior to the commencement of construction.
3.6.3 The design, scheduling, and implementation of all Improvements shall be subject to Committee review and approval in its sole discretion to insure that such work is done in a manner consistent with the Committee’s primary mission as a museum and consistent with the design integrity of the Mansion facility;

3.6.4 Respondent shall be responsible for obtaining any and all permits and approvals from all applicable authorities respecting the Improvements and shall ensure that the Improvements are in conformance with all applicable laws and regulations. Respondent shall also be responsible for performing all repairs and maintenance to the Improvements during the entire period in which the Respondent is so acting as the Exclusive Caterer in a good and workmanlike manner, using materials and labor of comparable character, kind and quality as originally employed and in compliance with all applicable legal requirements.

3.6.5 Respondent shall use contractors approved by the Committee and the City that are licensed to work in Philadelphia and carry sufficient insurance (including, but not limited to, builder’s risk, workers’ compensation, employer’s liability and general liability policies) that name the Committee and the City as certificate holders and additional insureds.

3.6.6 If any Improvements are made, the same, at the sole option of the Committee and the City, shall be the property of the Committee, and remain on, and become part of the Mansion upon the Exclusive Catering Agreement Ending Date.

3.6.7 At the Exclusive Catering Agreement Ending Date or any earlier date chosen by the Committee, if the Committee or the City so elect, the Exclusive Caterer shall remove any Improvements from the Mansion at the sole cost of the Exclusive Caterer.

3.6.8 Respondent shall not allow any liens or claims of liens to be filed against the Mansion or the property at which the Mansion is located, and Respondent shall keep the Mansion and said property free and clear of any mechanic’s and materialman’s liens or claims thereof arising in connection with any Improvements, repairs or alterations thereon performed by Respondent or its contractors.

3.7 Insurance

Exclusive Caterer and its subcontractors, at no cost and expense to the Committee, shall purchase and maintain from the effective date of the Exclusive Catering Agreement and during the entire period of time while Respondent is so acting including without limitation the Term, and any Renewal Term, not less than the
following insurance coverages:

a. General liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $300,000 per occurrence damage to rented premises; $5,000 medical expenses for any one person; $1,000,000 personal and advertising injury; $2,000,000 general aggregate; $2,000,000 products and completed operations and $100,000 fire legal liability. General liability policies must cover premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; broad form property damage; and sexual abuse/molestation liability coverage.

b. Worker’s Compensation with statutory limits and Employers Liability insurance covering all of its employee’s at all relevant times in the amount of $500,000 each accident - bodily injury by accident; $500,000 each employee - bodily injury by disease; $500,000 policy limit - bodily injury by disease; other states endorsement including Pennsylvania.

c. Liquor liability insurance in the amount of $1,000,000 per occurrence, which shall insure both the Committee and the Exclusive Caterer against all liability for injury to or death of persons and damage to property arising out of any liquor-related claims.

d. Commercial automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage must include all owned, hired, scheduled and non-owned vehicles.

e. Umbrella liability in the amount of $5,000,000 per occurrence and $5,000,000 aggregate when combined with Sections 3.7(a), (b) and (d) above.

f. Professional Liability in the amount of $1,000,000 per occurrence with a deductible not to exceed $50,000 for Exclusive Caterer’s architectural and engineering consultants errors and omissions. This coverage may be written on a “claims-made” basis provided that coverage for occurrences happening during the performance of the services required under this agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after the completion of services.

g. Property Insurance (“All Risk”) covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Exclusive Caterer’s care, custody and control, or used by Exclusive Caterer under the Agreement, in an amount equal to the full
replacement cost with no penalty for coinsurance. The City must be named as loss payee.

h. Builders Risk/Installation Floater insurance covering any period of construction, Exclusive Caterer shall maintain “all risk” builders risk insurance in an amount equal to the anticipated completion value of the project under construction. The coverage shall remain in full force and effect during any period of construction or improvements.

i. Caterer shall maintain business interruption insurance to provide the Committee a flat rate guaranteed monthly payment equal to caterer’s Minimum Annual Guarantee.

j. Throughout the term of the Exclusive Catering Agreement, the Committee may demand that Exclusive Caterer obtain and maintain additional insurance against other hazards, risks or perils, in such amounts as reasonably may be requested.

k. Exclusive Caterer shall provide the Committee with original certificates of all insurance as aforesaid annually listing the Committee and the City of Philadelphia as certificate holders and additional insureds on all policies required above except the Workers Compensation and Employers Liability and Business Interruption policies. All such policies must include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them. The Certificates of Insurance attached to each such policy evidencing the required coverage shall be delivered to the Committee and the City of Philadelphia, Risk Management, One Parkway Building, 14th Floor, Philadelphia, PA 19102.

l. If Exclusive Caterer neglects or refuses to obtain or maintain any of the insurance required by this section or to submit proof of such insurance as required by this section and fails to cure such default after thirty (30) days written notice from the Committee, then the Committee may terminate the Exclusive Catering Agreement immediately without any liability on the part of the Committee.

m. In the event Respondent’s use of the licensed areas of the Mansion premises or of any alterations or improvements constructed thereon by or on behalf of Respondent, shall result in an increase in the Committee’s insurance premiums, Respondent shall pay to the Committee within thirty (30) days after written demand an amount equal to such increase in the premiums for the insurance.

3.8 Indemnification

3.8.1 To the maximum permitted by law, Exclusive Caterer shall defend,
indemnify and hold harmless the Committee and the City of Philadelphia, their respective directors, officials, officers, employees, agents, successors and assigns (collectively, the “Indemnitees”), from and against all liabilities, obligations, damages, causes of action, penalties claims, suits, costs, charges and expenses, including, without limitations, architects’ and attorneys’ fees and court costs (collectively, “Claims”), except for claims exclusively due to the gross negligence or willful misconduct of the Indemnitees, including, but not limited to, claims arising from:

a. The performance of any construction done in, on or about the Mansion or any part of the Mansion, for which Exclusive Caterer is responsible under the Exclusive Catering Agreement, including for labor and/or materials;

b. Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Mansion or any part of the Mansion, subject to or under Exclusive Caterer’s control or use in accordance with this agreement;

c. Any act or omission of Exclusive Caterer, its agents, members, contractors, subcontractors, employees, licensees or invitees in, on or about the Mansion;

d. Any accident, injury or damage to any person or property, (including theft or destruction of property) occurring in any part of the Mansion subject to the Exclusive Caterer’s exclusive use, or to any part of the Mansion subject to the Exclusive Caterer’s control and access during a catered function or event, whether or not in actual use during the function or event, or arising out of the Exclusive Caterer’s services.

e. Any injuries sustained and/or occupational diseases contracted by Respondent and its employees and contractors of such a nature and arising under such circumstances as to create liability by any of the Indemnitees under the Workers’ Compensation Act, and all amendments thereto, of the Commonwealth of Pennsylvania.

f. Any breach, violation or default of Exclusive Caterer, its agents, members, contractors, subcontractors, employees, invitees or licensees, in the performance of any of the terms, covenants, agreements, provisions, conditions or limitations contained in the Exclusive Catering Agreement or applicable laws.

3.8.2 If any action or proceeding is brought against the Committee by reason of any such claim, Exclusive Caterer, upon written notice from the Committee, shall, at the Exclusive Caterer’s sole cost and expense, including, without limitation, attorneys’ and architects’ fees and court costs, resist or
defend such action or proceeding by counsel approved by the Committee in writing, which approval shall not be unreasonably withheld. No approval of counsel shall be required where the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend such claim. No such claims shall be settled without the prior written consent of the Indemnitees.

3.8.3 Under the Exclusive Catering Agreement, Exclusive Caterer shall release the Committee and the City of Philadelphia from any claims or liabilities arising from or related to the condition of the Mansion and its appurtenances and grounds. Further, Exclusive Caterer waives all rights of recovery, including for contribution, against the Indemnitees from any such claim in which the Exclusive Caterer is to so resist and defend on behalf of the Indemnitees.

3.9 Concession Fee; Reporting and Payment Schedule

3.9.1 The Concession Fee is comprised of the Minimum Annual Guarantee ("MAG") and Gross Revenue Percentage Fee ("GRP"), and the Annual Capital Improvement Fee ("ACI") collectively the “Concession Fee” as set forth in the Exclusive Caterer’s Concession Fee Proposal, the form for the Proposal can be found at Form A attached to this RFP. Exclusive Caterer shall pay the GRP portion of the Concession Fee to the Committee without deduction, setoff, or counterclaim no later than the 15th day of the month for the preceding month’s events. The Exclusive Caterer shall pay the MAG portion of the Concession Fee in quarterly installments on January 15th, April 15th, July 15th, and October 15th of every year. The Exclusive Caterer shall pay the ACI portion of the fee each year on the anniversary of the Exclusive Catering Agreement Effective Date.

3.9.2 In this RFP, the term “Gross Revenues” includes all the Exclusive Caterer’s revenue, however characterized, that the Exclusive Caterer and any of its related companies receives in connection with an event at a licensed area of the Mansion; except, Gross Revenues excludes: (A) all Pennsylvania sales tax, (B) amounts paid to its subcontractors, (C) gratuities collected by the Exclusive Caterer from the event host and that Exclusive Caterer pays to its staff.

3.9.3 The Exclusive Caterer shall make all its Concession Fee payments under the Exclusive Catering Agreement payable to The Committee of 1926 and delivered to:

   Executive Director
   The Committee of 1926
   Historic Strawberry Mansion
   2450 Strawberry Mansion Drive
   Philadelphia, PA 19132
3.9.4 Exclusive Caterer shall prepare and submit to the Committee, a monthly “Accounting Report”. The Accounting Report shall include a detailed income and expense statement for activities conducted at the Mansion, including, but not limited to, gross revenues from all categories of events. Within 90 days following the Exclusive Caterer’s fiscal year end, the Exclusive Caterer shall submit to the Committee a report that includes (1) an annual summary description of the activities undertaken by the Exclusive Caterer on or with respect to the Committee, including a detailed income and expense statement for activities conducted at the Mansion, (2) the Exclusive Caterer’s annual financial statement prepared by a Certified Public Accountant according to Generally Accepted Accounting Principles (GAAP), consistently applied, and (3) the Exclusive Caterer’s tax return for the most recent calendar year. The Exclusive Caterer shall also promptly submit to the Committee all supplemental reports, documents, records, and other information that the Committee may reasonably require.

3.9.5 The Exclusive Caterer’s obligations under RFP Section 3.9 survives the Exclusive Catering Agreement Ending Date until Exclusive Caterer has paid all the required Concession Fee(s), and any other payments the Exclusive Catering Agreement requires, and has provided to the Committee the Accounting Report and other documents required by Section 3.9.4.

3.10 Surrender of Premises

The Exclusive Caterer shall, on the Exclusive Catering Agreement Ending Date, immediately vacate the Mansion to the Committee without fraud or delay, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all debris and all occupancies, liens and encumbrances other than those created by the Committee, if any. Exclusive Caterer hereby waives any requirement of additional notice from the Committee to vacate the Mansion.

3.11 Default

Exclusive Caterer shall be in default under the Exclusive Catering Agreement if any one of more of the following “Events of Default” shall happen:

3.11.1 The failure of Exclusive Caterer to make any payment of the Minimum Annual Guarantee, the Gross Revenue Percentage Fee, the Annual Capital Improvement Fee, or any other monies due under the Exclusive Catering Agreement within the earlier of 10 days after such payment became due and payable, or Exclusive Caterer fails to pay the amount due within 5 days following delivery of the Committee’s notice to Exclusive Caterer of its failure;

3.11.2 The failure of the Exclusive Caterer to obtain and continuously maintain the insurance coverages provided for in Section 3.7 of this RFP. The
failure of the Exclusive Caterer to perform any other non-monetary obligation of Exclusive Caterer under the Exclusive Catering Agreement, and Exclusive Caterer fails to cure any such other non-monetary default within 30 days following delivery of the Committee’s notice to Exclusive Caterer of its failure; provided however, that if the failure to perform such non-monetary obligation involves a violation or potential violation of the Heath, Fire or Building Codes of the City of Philadelphia or otherwise poses a threat to the health, safety or welfare of the public, the Committee may in its sole discretion, give Exclusive Caterer a shorter period of time in which to perform such non-monetary obligations and default shall have occurred at the expiration of such shorter period if such failure has not been cured.

3.11.3 The filing of any petition, whether in state or federal court or whether voluntary or involuntary, naming Exclusive Caterer as a debtor under state or federal bankruptcy law, or any other law for the relief of debtors, which petition is not dismissed within thirty (30) days, or the institution of proceedings against Exclusive Caterer for the appointment of a receiver.

3.11.4 The failure of Exclusive Caterer to commence commercial operations at the Mansion within forty-five (45) days after the effective date of the Exclusive Catering Agreement.

3.11.5 At its sole discretion the Committee may require Exclusive Caterer to obtain and produce a performance bond in an amount equal to the Exclusive Caterer’s projection of the Concession Fee for one year that Exclusive Caterer shall pay to the Committee. Respondents must provide evidence of their ability to obtain a performance bond with their proposals.

3.12 Remedies of the Committee

3.12.1 In the event of Exclusive Caterer’s Event of Default, which is not cured within any applicable cure period, the Committee may suspend or terminate the Exclusive Catering Agreement by providing written notice to the Exclusive Caterer. The written notice shall specify the Event of Default and state that the Exclusive Catering Agreement is suspended indefinitely or for a specific term or is terminated as a result thereof. Upon such termination, all rights of the Exclusive Caterer under the Exclusive Catering Agreement, including any extension privileges, shall expire and terminate on the date of receipt of the notice of termination and the Committee shall be entitled to any and all damages available to the Committee at law or equity, or under the Exclusive Catering Agreement. In the event of a suspension of the Exclusive Catering Agreement, all of Exclusive Caterer’s rights under the Exclusive Catering Agreement shall also be suspended for the duration of the suspension.

3.12.2 Upon termination of the Exclusive Catering Agreement because of an
Event of Default, the Committee may, at its sole option, declare the whole or any part of the fees and any other monies then owing and owed the Committee for the balance of the Term and any other sums owed the Committee under the Exclusive Catering Agreement to be immediately due and payable.

3.12.3 Upon expiration of termination of the Exclusive Catering Agreement, or upon the insolvency of the Exclusive Caterer (whether determined by a balance sheet test or any other test provided for by applicable laws), the Committee may, without further notice, enter and re-enter upon the Mansion and possess and repossess itself of the Mansion by force, summary proceedings, confession of judgment for ejection or otherwise, and may dispossess the Exclusive Caterer and remove the Exclusive Caterer and all other persons and property from the Mansion and may have, hold and enjoy the Mansion.

3.12.4 Upon Exclusive Caterer’s Event of Default, the Committee may secure a substitute caterer for the Mansion. Exclusive Caterer shall be liable for all costs incurred by the Committee in order to secure such substitute caterer.

3.12.5 Exclusive Caterer hereby expressly waives, so far as permitted by law, the service of any notice of intention to enter or re-enter provided for in any statute, or of the institution of legal proceedings to that end. Exclusive Caterer also waives any and all right of redemption or re-entry or re-possession or to restore the operation of the Exclusive Catering Agreement if Exclusive Caterer is dispossessed by a judgment or by warrant of any court or judge or by entry, re-entry or re-possession by the Committee. Exclusive Caterer expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the Mansion, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Committee to enforce any rights under the Exclusive Catering Agreement.

3.12.6 If Exclusive Caterer shall default in the payment of any sums due and payable to the Committee under the Exclusive Catering Agreement, said Agreement shall provide that the Exclusive Caterer authorizes and empowers any prothonotary or attorney of any court of record to appear for Exclusive Caterer in any and all actions which may be brought for any sums due under the Exclusive Catering Agreement; and/or to sign for Exclusive Caterer an agreement for entering in any competent court in an action or actions for the recovery of any sums due the Committee under the Exclusive Catering Agreement, and for interest, and costs, together with an attorney’s commission for collections equal to five percent (5%) of such sums. The Committee may confess judgment as provided in the Agreement from time to time as often as any of the rent and/or other sums shall fall due or be in arrears. Such powers may be exercised after the expiration of the term and/or during or after any renewal term.
3.12.7 The right to enter judgment against the Exclusive Caterer and to enforce all of the other provisions of the Exclusive Catering Agreement may be exercised by any assignee of the Committee's right, title and interest in the Exclusive Catering Agreement.

3.12.8 No failure by the Committee to insist upon the strict performance of any Term, covenant, agreement, provision, condition or limitation of this lease or to exercise any right or remedy consequent upon a breach of the Exclusive Catering Agreement, and no acceptance by the Committee of partial payments of any sum under this Agreement during the continuance of any such breach, shall constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No breach may be waived except by a written instrument executed by the non-breaching party. The Exclusive Catering Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach of the Exclusive Catering Agreement notwithstanding any waiver of a breach by either party.

3.12.9 In the event Exclusive Caterer fails to correct any defective condition for which the Exclusive Caterer is responsible under the Exclusive Catering Agreement within a reasonable time after documented written notice of the condition is provided to Exclusive Caterer, and as a result of such defective condition, the Committee's collections, merchandise or equipment are destroyed or damaged, Exclusive Caterer shall promptly reimburse the Committee for the replacement value thereof.

3.13 Assignments and Transfer

Exclusive Caterer may not transfer or assign the Exclusive Catering Agreement, either in whole or in part, or in any way encumber or attempt to encumber the leasehold interest of the Committee in the Mansion, or any part thereof, without the prior written consent of the Committee. Any change to the corporate officers, the general partner of a limited partnership, the manager of a limited liability company, or ownership of Exclusive Caterer shall be considered such a transfer or assignment. Further, any transfer or assignment of the Exclusive Catering Agreement in violation of this provision is void.

3.14 Condemnation

3.14.1 If the Mansion or any part of the Mansion are taken under condemnation proceedings, the Exclusive Catering Agreement shall terminate as of the date of condemnation. Exclusive Caterer shall have no claim against the Committee, the City of Philadelphia or the condemnor by reason of such taking of termination.

3.14.2 Notwithstanding the foregoing, Exclusive Caterer shall be entitled to all rights, causes of action or claims for damage which Exclusive Caterer may

3.15 Deposit and Personal Guaranty. The Committee reserves the right to require a deposit of money or other security in such form and amount as the Committee may decide in its sole discretion, including without limitation, a personal guaranty.

SECTION 4 – EXCLUSIVE CATERING AGREEMENT: SPECIFIC PROVISIONS

4.1 Term of the Exclusive Catering Agreement

4.1.1 The “Initial Term” of the Exclusive Catering Agreement starts on the date the Committee executes the Exclusive Catering Agreement (the “Commencement Date”). The Initial Term expires at 5:00 p.m. the day before the 5th anniversary of the Commencement Date. The Committee, in its sole discretion, may renew the Exclusive Catering Agreement for and additional five-year period (“Renewal Term.”) To renew the Exclusive Catering Agreement, the Committee and the Exclusive Caterer must reach agreement on price terms for the proposed Renewal Term by the end of the first month of the fifth and final year of the Initial Term.

4.1.2 The Committee has a long-standing year-to-year lease from the City. To assure the Exclusive Caterer that the City will not disturb the Exclusive Catering Agreement, the City has agreed to enter into a Concession Recognition Agreement substantially in the form attached as Appendix 3.

4.1.3 Notwithstanding the Catering License given by the Committee to the Exclusive Caterer as provided for in Section 4.1.1, the Committee reserves the right to retain, employ, and/or utilize any other food vendor, food truck, or food and/or service provider in addition to, or in lieu of, Exclusive Caterer, for any event(s) held or sponsored by the Committee. Said event(s) may include, but are not limited to community events, such as a harvest festival, and annual holiday events. See Section 4.3 for more information.

4.1.4 Exclusive Caterer shall at no time disparage or otherwise act in any manner that could harm, damage, impair, or diminish the reputation of the Mansion, the Committee, or the City and all related Event Planning and Catering Services, or any other event(s) conducted or held at the Mansion. Such actions would include, but are not limited to, offering catering services at reduced fees or gratis without prior notice and approval by the Committee or Exclusive Caterer’s provision of services in exchange for Exclusive Caterer’s sole benefit.
4.2 Use of Mansion Facilities

4.2.1 The Exclusive Caterer may only use those areas and facilities listed in Section 2.3. If the Exclusive Caterer encounters any physical condition within those areas or in the course of using such facilities which involves a foreseeable risk of harm to anyone in the area or using the particular facility, the Exclusive Caterer will immediately notify the Committee in writing of such condition. It shall be the Exclusive Caterer’s sole responsibility to comply with any special needs or legal requirements relating to any event it is responsible for, including without limitations, the Americans with Disabilities Act, as amended (the "ADA”).

4.2.2 The Exclusive Caterer shall manage and operate all aspects of Private Event Planning and Catering at the Mansion, including but not limited to, marketing, advertising, scheduling, staging, staffing, equipment, supplies, parking and valet service, catering, and clean up.

4.2.3 The Exclusive Caterer shall cooperate and communicate regularly with the Committee to ensure the successful operation of private Event Planning and Catering and the successful operation of the Mansion during public operating hours. The Exclusive Caterer shall be considerate of the day-to-day operations and work of the Mansion staff.

4.3 Operating Schedule; Committee Events; Holidays

4.3.1 The Exclusive Caterer may schedule an event at the Mansion during hours when the Mansion is closed to the public.

4.3.2 The Exclusive Caterer may also schedule an event or prepare for an event during public hours; however, the Exclusive Caterer must obtain prior written approval by the Committee to schedule or prepare for an event during public hours.

4.3.3 The Exclusive Caterer shall ensure that preparations for events and events held by the Exclusive Caterer in the Mansion shall not interfere with public tour hours. Public hours for the Mansion are listed below, but the Committee and the City may change them from time to time:

The Mansion is open daily, except City holidays, between the hours of 10 am to 4 pm on Tuesdays through Sundays; tours depart on the hour, with the last tour beginning at 3pm. ("Public Hours").

4.3.4 The Exclusive Caterer shall not rent the Mansion or grounds on dates when specified Committee events are held at the Mansion. Appendix 4 sets forth a list of these events at the Mansion, as well as any previous scheduled rental events. The dates of Committee events are subject to change based on
the planning of the Committee. Previously scheduled rental events are not part of this RFP and the parties that have booked these events are not obligated to use the Exclusive Caterer. The Exclusive Caterer shall not book events that interfere with the currently scheduled events listed in Appendix 4. Any rental by the Exclusive Caterer of the Mansion that conflicts with the events set forth in Appendix 4 is void.

4.3.5 The Committee will endeavor to notify the Exclusive Caterer of the complete list of Committee events at the start of each calendar year, and at least 60 days before each Committee event. The Committee may use the Mansion all dates and times not already subject to bona fide reservation on Exclusive Caterer’s comprehensive calendar. The Committee may use the Mansion for Committee activities, including tours, fund raisers, and community events.

4.3.6 The Committee may also rent out its facilities (and retain the rental payments) for up to 4 additional events per year without using the Exclusive Caterer.

4.3.7 Dietary Restrictions: If a person or organization that wishes to book an event at the Mansion has a special dietary need, for example, kosher food or gluten-free food, that the Exclusive Caterer cannot meet, then the Committee may in its discretion permit that person or organization to use another caterer.

4.4 Personnel

4.4.1 The Exclusive Caterer shall employ and provide all personnel necessary and prudent for the safe and efficient performance of Private Event Planning and Catering.

4.4.2 Employees of the Exclusive Caterer shall at all times conduct themselves courteously, professionally, and in a manner that reflects well upon the Committee and the City. The Exclusive Caterer shall train and supervise its employees and cause them to be well-groomed and neat. The Exclusive Caterer shall cause its employees to be presentable and outfitted in appropriate attire which clearly identifies them as Exclusive Caterer’s employees. The Committee may, at its sole reasonable discretion, require the Exclusive Caterer to remove and replace any employee who does not meet the requirements of this section.

4.5 Equipment for Event Planning and Catering; Maintenance and Repair

4.5.1 The Exclusive Caterer shall, at its sole cost and expense, provide, setup and use all equipment, material, and supplies necessary and prudent for the
safe, efficient and successful performance of the private Event Planning and Catering, including but not limited to kitchen equipment, tables and chairs, china, silverware, glassware, table linens and overlays, food and beverages to be consumed at the events, and equipment needed for heating and food preparation, sound systems, surfaces for a dance floor, and supplemental lighting fixtures. Any tables and chairs purchased for Private Event use, and stored on site at the Mansion will become the property of the Mansion, and the Committee will have the use of this equipment for the Committee’s own events and programs.

4.5.1.1 Before each event at the Mansion that the Exclusive Caterer books or caters, the Exclusive Caterer shall communicate with Mansion staff to coordinate appropriate schedules for delivering equipment, materials, and supplies to the Mansion and for safekeeping of such equipment, material and supplies by the Exclusive Caterer or its employees and agents.

4.5.2 The Exclusive Caterer shall not make capital improvements to the Mansion or install any fixtures at the Mansion without the prior written approval of the Committee and, if necessary, the City and the Commissioner of the Department of Parks and Recreation. The City may condition its approval upon a requirement that the Exclusive Caterer remove designated improvements or fixtures on or before the conclusion of the Exclusive Catering Agreement, and any such requirement shall automatically become part of the Exclusive Catering Agreement enforceable by the Committee. Unless the Committee conditions its approval on the Exclusive Caterer removing designated improvements or fixtures, all the capital improvements and fixtures that the Exclusive Caterer makes or installs at the Mansion shall become the property of the Committee upon completion or installation. The requirements of this Section 4.5.2 will survive the expiration or any earlier termination of the Exclusive Catering Agreement.

4.5.3 The Exclusive Caterer shall, at its sole cost and expense, maintain, operate, and conduct the Private Event Planning and Catering in good and safe condition and in accordance with industry standards, including but not limited to performing all necessary and prudent maintenance, repair, and replacement of the equipment, materials, and supplies used by the Exclusive Caterer for Private Event Planning and Catering.

4.5.4 At all times the Exclusive Caterer shall, at its sole cost and expense and in accordance with the provisions of the Exclusive Catering Agreement, promptly repair all damage to the Mansion and replace all property thereon damaged or missing, which was caused by the Exclusive Caterer or its employees, agents, contractors, invitees, or clients and their guests, or otherwise arising from Exclusive Caterer’s conduct under the Exclusive Catering Agreement.
4.5.5 The Committee is not required to provide any services, materials or equipment related to Event Planning and Catering.

4.5.6 Upon any termination of the Exclusive Catering Agreement or the Exclusive Caterer's rights thereunder, the Exclusive Caterer shall leave the Mansion in the same or better condition in which it was found immediately before the hiring of the Exclusive Caterer, except for reasonable wear and tear, or casualty covered by the Exclusive Caterer’s insurance, and the Exclusive Caterer’s Improvements that were duly approved by the Committee and City under the Exclusive Catering Agreement and which were to remain at the premises.

4.5.7 All maintenance and repair required of the Exclusive Caterer in this Section 4.5 is subject to the prior written approval of the Committee and City. The Exclusive Caterer shall promptly complete all maintenance and repair, but in no event later than a deadline specified by the Committee in its reasonable discretion.

4.6 Parking

The driveway located in front of the Mansion has 41 marked parking spaces, in addition to 50 unmarked parallel parking spaces along the driveway and along the garden at the Mansion. The parking spaces in the driveway are part of the public space of Fairmount Park. They are used extensively for Dell Music Center events (typically every Thursday between the first week of July and last week of August, in addition to select week night and weekend events in July and August.) The Committee has access to barricades in order to reserve necessary parking for Mansion events; however, precedence is typically given to Dell Music Center and other sanctioned City events. Because of the public use of Fairmount Park, it may at times be necessary for the Exclusive Caterer to hire a police officer, park ranger, or parking attendant to manage parking. Parking availability for the Mansion, as well as driving access in Fairmount Park is sometimes limited and requires access to the park by detour because of concerts, sporting events and/or other special events. The Committee will use reasonable efforts to inform Exclusive Caterer of any events being held in Fairmount Park that may impact Event Planning and Catering at the Mansion, however it is the sole responsibility of the Exclusive Caterer to contact the Special Events Office of [the City’s] Parks and Recreation or to consult the published events schedule in advance of booking an event. If the vehicle parking needs for any catered event exceeds the capacity of the available parking, then the Exclusive Caterer shall arrange for additional off-site parking and for valet service to and from such off-site parking area.

4.7 Storage Space

There is no interior storage space available at the Mansion. The Exclusive Caterer may arrange for off-site storage or the purchase of an on-site storage shed at
Exclusive Caterer’s sole cost and expense. The addition of an on-site storage shed, and its placement on the grounds, must be pre-approved by the Committee and City, and such approval cannot be guaranteed.

4.8 Utilities

4.8.1 The Committee makes no representations or warranties regarding the adequacy of the utilities and utility service currently available at and serving the Mansion. The Exclusive Caterer shall, at its sole cost and expense, connect to and/or upgrade any existing utility service or create new utility systems as needed for Exclusive Caterer’s operations of the Private Event Planning and Catering (including but not limited to supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc.) Before making any new utility connection, upgrading utility service, or creating any new utility system, the Exclusive Caterer shall obtain all permits and approvals required by applicable laws and shall obtain the prior written approval of the Committee and the City. All such work shall then be done in accordance with such permits and approvals and will be subject to such inspections as the City may require for such work.

4.8.2 The Exclusive Caterer shall pay any expenses to install separate meters of utilities and shall pay any and all charges or fees for all public utilities and utility service used at the Mansion in connection with Event Planning and Catering.

4.9 Best Efforts To Book Events; Marketing

4.9.1 Exclusive Caterer shall use its best efforts to book events at the Mansion using all commercially reasonable means, including but not limited to marketing and publicizing the availability of the Mansion for events and catered affairs through the internet, newspaper ads, magazines, and other means of communication.

4.9.2 The Committee retains the right to approve all of the Exclusive Caterer’s promotional activities for or identifying the Mansion.

4.10 Administrative Requirements

4.10.1 The Exclusive Caterer shall accept and promptly respond to public inquiries regarding the rental availability of the Mansion.

4.10.2 The Exclusive Caterer shall provide site tours for prospective renters of the Mansion in coordination with the Committee.

4.10.3 The Exclusive Caterer shall accept, book, and confirm all reservations in a timely manner.
4.10.4 The Exclusive Caterer shall execute a site user license agreement ("User Agreement") with each renter to confirm the reservation of each event. The Exclusive Caterer must obtain the Committee’s approval of the User Agreement, which the Committee shall not unreasonably withhold. The User Agreement will emphasize the sensitive nature of an historic property like the Mansion, and make clear the prohibition on any renter from the use of candles inside the Mansion, and open flame cooking in the Mansion or on the grounds. The Exclusive Caterer may not amend or change the form of the User Agreement approved by the Committee without Committee’s prior written approval, which shall also not be unreasonably withheld.

4.11 Cleaning; Trash Collection; Recycling; Walk Through Inspection

4.11.1 The Exclusive Caterer shall, at its sole cost and expense, clean up and remove all waste, garbage, refuse, rubbish, organic debris and litter generated by and related to the Private Event Planning and Catering at the Mansion. Clean-up is limited to, cleaning and restocking the restrooms with paper products, sweeping and cleaning the kitchen used by Exclusive Caterer’s staff, as well as sweeping and mopping of the floors of the Mansion used for events (first floor only), removing trash from premises, sweeping off front and back steps, and cleaning any exterior event space, all in accordance with the housekeeping guidelines set forth in Appendix 5. At no time is the Exclusive Caterers staff required or permitted to move or clean any furniture or items in the Committee’s collection.

4.11.2 The Exclusive Caterer shall conduct a walk through inspection with Mansion staff after the clean up of each event. The Exclusive Caterer shall notify Mansion staff to arrange a “mutually convenient time” for each walk through inspection.

4.11.3 The Exclusive Caterer shall provide proper waste and recycling receptacles at the Mansion and grounds where events and catering take place, including but not limited to providing separate trash containers for recyclable materials in compliance with all City, State, and Federal regulations regarding recycling.

4.12 Environmentally-Friendly (“Green”) Products & Practices

The City of Philadelphia and Philadelphia Parks and Recreation are implementing eco-friendly initiatives to create a positive effect on the environment and the health of visitors and residents of Philadelphia. Therefore, the Committee encourages the Exclusive Caterer to employ eco-friendly practices and products in the operation and maintenance of the Private Event Planning and Catering.

The Committee encourages the Exclusive Caterer to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils,
and plates if the Exclusive Caterer intends to use any disposable products during Private Event Planning and Catering. Additionally, the Committee encourages the Exclusive Caterer to use “Green Seal” eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of “Green Seal” certified products can be found at http://www.greenseal.org/findaproduct/index.cfm.

The Committee also encourages the serving of sustainable food products and the training of staff in environmentally friendly food practices.

4.13 Subcontracting

4.13.1 The Exclusive Caterer may elect to have some services and supplies performed or provided by a subcontractor. But, in doing so, the Exclusive Caterer is not relieved of any of its obligations under the Exclusive Catering Agreement.

4.13.2 The Exclusive Caterer shall cause all its subcontracts to specify that the Committee is designated as third party beneficiary of the subcontract. Exclusive Caterer shall also cause its subcontracts to specify that the subcontractor is bound by the same requirements as the Exclusive Caterer under the Exclusive Catering Agreement including, without limitation, indemnification of the Committee and the City, insurance, maintenance and preservation of records, and audit by the Committee.

4.13.3 No subcontract relieves Exclusive Caterer of any its obligations under the Exclusive Catering Agreement. The Exclusive Caterer is as responsible for the acts and omissions of its subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of the Exclusive Caterer or persons directly or indirectly employed by the Exclusive Caterer.

4.13.4 Any purported subcontract in violation of this Section 4.13, or in violation of the Exclusive Catering Agreement is void.

4.14 Menu and Pricing Points; Alcoholic Beverages

4.14.1 The Exclusive Caterer shall provide menus that demonstrate quality, variety, and a range of pricing points.

4.14.2 The Exclusive Caterer shall use its best efforts to accommodate a potential client’s special dietary needs; for example, by providing kosher food, gluten-free food, and food made without certain potential allergens. See Section 4.3.7 permitting the Committee to allow a host to use another catering service if dietary accommodations cannot be met by the Exclusive Caterer.
4.14.3 The Exclusive Caterer or its sub-licensees, contractors, or subcontractors, may serve alcoholic beverages at the Mansion solely for private events. The Exclusive Caterer and its contractors and subcontractors that serve alcoholic beverages at the Mansion must obtain all permits and licenses required under applicable laws for the serving of alcoholic beverages.

4.15 Security

4.15.1 Throughout each event under the Exclusive Catering Agreement, the Exclusive Caterer shall maintain security at the Mansion and grounds used in connection with the event, including but not limited to parking in front of the Mansion as well as the rear and side grounds. Roving security details may be needed to secure the Mansion for larger events.

4.15.2 At all times during the Term of the Exclusive Catering Agreement, the Exclusive Caterer shall work with the Committee and Philadelphia Parks and Recreation staff and follow procedures established to secure the Mansion at the conclusion of each event.

4.15.3 Exclusive Caterer shall immediately inform the Committee of a security breach, disturbance or violation of the User License Agreement by any person or any health or safety emergency.

4.16 Alterations to the Mansion

The Exclusive Caterer shall not make, cause, or permit any alterations to the Mansion, without the prior review and written approval of the Committee and City. The Exclusive Caterer must submit to the Committee and City detailed plans and specifications for any proposed alterations and all additional information reasonably requested by the Committee and City prior to the commencement of any such work. The Committee’s and City’s approval of any alterations may be conditioned upon a requirement that the Exclusive Caterer provide the Committee and City with a performance and payment bond satisfactory to the Committee and City in all respects and upon other requirements the Committee and City deem necessary or prudent to protect the interests of the Committee and City.

4.17 Smoking Policy

Smoking in the Mansion is strictly prohibited. Smoking is not allowed on any Philadelphia Parks and Recreation property including buildings, walking areas and parking lots.
4.18 Persons with Disabilities

The Exclusive Caterer shall comply with all City, State, and Federal requirements to provide safe access for everyone, including persons with disabilities. The Exclusive Caterer is encouraged to exceed accessibility requirements whenever possible. The Exclusive Caterer acknowledges that, as an historic property, the Mansion may not meet all current City, State, and Federal accessibility requirements.

4.19 Licenses and Permits

The Exclusive Caterer shall, at its sole cost and expense, obtain and maintain all licenses and permits required by all applicable laws relating to Private Event Planning and Catering. The Exclusive Caterer shall procure and maintain all necessary approvals, permits and licenses for the lawful operation of its business.

SECTION 5 – GENERAL CONTRACT PROVISIONS

5.1 Ethics Requirements

The Exclusive Caterer and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 002-04 issued by the Mayor of Philadelphia on August 12, 2004.

5.2 Tax Requirements

5.2.1 The Exclusive Caterer will be subject to Philadelphia’s business tax ordinances and regulations. The Exclusive Catering Agreement will be entered into in the City of Philadelphia, and the Exclusive Caterer’s delivery of goods into the City, and performance of services in the City, is “doing business” in the City and will subject the Exclusive Caterer to the City’s tax requirements, including without limitation one or more of the following taxes:

   a. Business Income and Receipts Taxes
   b. Net Profits Tax
   c. City Wage Tax

5.2.2 The Exclusive Caterer, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and shall timely file appropriate business tax returns as required by Applicable Law. Applications may be submitted to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401
5.2.3 In addition to the City's tax requirements, the Exclusive Caterer shall timely file all tax returns and pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, “Assessments”) that apply to the Exclusive Catering Agreement, and the Exclusive Caterer’s activities under the Exclusive Catering Agreement. The Exclusive Caterer is solely liable for all late charges, interest, penalties, and fees arising from the Exclusive Caterer’s failure to timely pay all Assessments.

5.2.4 The Committee is not obligated at any time to pay any Assessments related to the Exclusive Catering Agreement, or to the Exclusive Caterer’s activities under the Exclusive Catering Agreement.

5.2.5 The Exclusive Caterer’s failure to comply with the requirements of the Exclusive Catering Agreement regarding payment of Assessments, or the Exclusive Caterer’s failure to otherwise pay an Assessment as required by Applicable Laws, is an event of default of the Exclusive Catering Agreement.

5.3 Committee’s Right to Inspect Books and Records

5.3.1 The Exclusive Caterer shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, “Books and Records”) within the greater Philadelphia area relating to the Exclusive Caterer’s management and operation of the Exclusive Catering Agreement. The Exclusive Caterer shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

5.3.2 The Committee may inspect and audit all of the Exclusive Caterer’s Books and Records and Exclusive Caterer’s affairs at any reasonable time at the Exclusive Caterer’s principal place of business in the greater Philadelphia area.

5.4 Non-Indebtedness

The Exclusive Caterer represents and warrants that the Exclusive Caterer, and all entities under common control with the Exclusive Caterer or controlled by it are not indebted to the City, and Exclusive Caterer shall not at any time during the term of the Exclusive Catering Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the
City has been established. The Exclusive Caterer shall remain current during the term of the Exclusive Catering Agreement with all such payments and shall inform the Committee and the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the Committee under the Exclusive Catering Agreement, at law, or in equity, the Exclusive Caterer acknowledges that any breach or failure to conform to Exclusive Caterer's representation, warranty, and covenant in this Section 5.6.1 may, at the option of the Committee, result in the termination of the Exclusive Catering Agreement. In addition, Exclusive Caterer understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

5.5 Condition of the Mansion and Grounds

The Committee makes no representation or warranty regarding the condition of the Mansion and grounds, including its suitability for catering services. Subject to the provisions of the Exclusive Catering Agreement regarding Improvements, Exclusive Caterer agrees to use Mansion in its “AS IS” condition for the purposes set forth in the Exclusive Catering Agreement. Respondent submits its Proposal solely based on Respondent's own investigation of the condition of the Mansion and grounds.

5.6 Safety Measures

The Exclusive Caterer shall, at its sole cost and expense, take all steps necessary and desirable for the safe exercise of the Exclusive Catering Agreement and to prevent any injury or damage to any person or property in, on, or about the Mansion and grounds arising in connection with providing catering services.

5.7 Compliance with Applicable Laws

In the Exclusive Catering Agreement, the terms “Applicable Law” and “Applicable Laws” mean all present and future state, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Exclusive Catering Agreement, the Exclusive Caterer, and Exclusive Caterer’s operations under the Exclusive Catering Agreement. The Exclusive Caterer shall promptly comply with all Applicable Laws, including but not limited to:

5.7.1 The Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100), (which prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap, or marital status) and the Mayor's Executive Order No. 4-86 (which prohibits, among other things, discrimination against persons with AIDS in employment and services), as they may be amended from time to time;
5.7.2 All federal, state, and local requirements regarding the application, obtaining, and maintaining licenses, certificates, permits, and other approvals required for operation of the Concession; and

5.7.3 The tax requirements of all governmental authorities having jurisdiction over the Concession, the Exclusive Catering Agreement, and Exclusive Caterer’s operations under the Exclusive Catering Agreement.

5.8 Entire Agreement; No Amendment

5.8.1 The Exclusive Catering Agreement will be the complete, final, and exclusive expression of the Committee’s and Exclusive Caterer’s agreement. All prior negotiations and agreements, if any, between the Committee and the Exclusive Caterer will be superseded by and merged into the Exclusive Catering Agreement.

5.8.2 The Exclusive Catering Agreement may not be amended or modified except in writing approved by the Committee and, if necessary, approved by the City, in advance and in writing. Any proposed amendment of the Exclusive Catering Agreement made without strictly complying with this provision is void.

5.9 No Joint Venture Or Partnership

The Exclusive Catering Agreement does not create a joint venture or partnership between the Committee and the Exclusive Caterer or between the City and the Exclusive Caterer. The Exclusive Caterer is an independent entity and is not an agent of the Committee or the City, and has no authority to bind the Committee or the City to any obligation or contract.

5.10 Severability

The provisions of the Exclusive Catering Agreement are severable. If any provision of the Exclusive Catering Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then that provision shall be adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Exclusive Catering Agreement will not affect any other provision of the Exclusive Catering Agreement. If any provision of the Exclusive Catering Agreement is held invalid or unenforceable so that the Committee is deprived of a material consideration to it under the Exclusive Catering Agreement, then the Committee may, in its absolute discretion, terminate the Exclusive Catering Agreement without liability to the Exclusive Caterer.
5.11 Waiver of Jury Trial

THE EXCLUSIVE CATERER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE EXCLUSIVE CATERING AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY CLAIM SOUNDING IN TORT). THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMMITTEE TO ENTER INTO THE EXCLUSIVE CATERING AGREEMENT. THE EXCLUSIVE CATERER SHALL ALSO INCLUDE A PROVISION IN ALL ITS SUBCONTRACTS UNDER THE EXCLUSIVE CATERING AGREEMENT UNDER WHICH ITS SUBCONTRACTORS ALSO WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING THE COMMITTEE AND ARISING UNDER OR RELATED TO THE EXCLUSIVE CATERING AGREEMENT.

5.12 Place of Contract; Governing Law

The Exclusive Catering Agreement shall be deemed made in Philadelphia, Pennsylvania and shall be governed by Pennsylvania law. The Exclusive Caterer agrees that in any proceeding arising under or related to the Exclusive Catering Agreement, the Exclusive Catering Agreement shall be interpreted in accordance with Pennsylvania law, without reference to Pennsylvania’s choice of law provisions.

5.13 Counterparts

The Exclusive Catering Agreement may be executed by the parties in any number of counterparts, each of which is an original, and all of which together are one and the same document.

5.14 Assignment Prohibited

The Exclusive Caterer shall not assign the Exclusive Catering Agreement or any of its rights or obligations under the Exclusive Catering Agreement. Any attempted assignment by Exclusive Caterer in violation of this provision is void and will be deemed to be an offer to the Committee to terminate immediately the Exclusive Catering Agreement, which the Committee may accept or decline in the Committee’s sole discretion.

5.15 Venue

The Exclusive Caterer agrees that all claims arising under or related to the Exclusive Catering Agreement must be filed in the Court of Common Pleas of Philadelphia County. Exclusive Caterer consents to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County and to Pennsylvania courts of appeal. The Exclusive Caterer waives any right to file a motion to move venue for any proceeding to another jurisdiction or to any federal court.
5.16 Validity of Committee Approvals

5.16.1 Unless expressly specified otherwise in the Exclusive Catering Agreement, any review, approval, permission, or consent that the Exclusive Caterer is required to obtain from the Committee under the Exclusive Catering Agreement will not be valid or effective unless obtained or confirmed in writing from the Executive Director of the Committee or his or her designee.

5.16.2 Unless expressly specified otherwise in the Exclusive Catering Agreement, all reports, notices, plans, specifications, certificates, requests for approval, and submissions required of the Exclusive Caterer that must be delivered to or approved by the City must be submitted by the Exclusive Caterer to the Commissioner of the Department or the Commissioner’s designee, in addition to the Committee.

5.16.3 Unless expressly specified otherwise in the Exclusive Catering Agreement, any review, approval, permission, or consent that the Exclusive Caterer is required to obtain from the City under the Exclusive Catering Agreement will not be valid or effective unless obtained from or confirmed in writing by the Commissioner of Parks and Recreation or his or her designee.

5.17 Interpretation

Exclusive Caterer agrees that the rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of this Exclusive Catering Agreement.

5.18 Force Majeure Event

5.18.1 Exclusive Caterer is excused from compliance with any obligation or limitation under the Exclusive Catering Agreement where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Exclusive Caterer’s own employees), (2) the breakdown or failure of any apparatus, equipment or machinery in the Mansion required in connection with the Event and Catering Planning where the breakdown or failure is not in any way the fault of Exclusive Caterer, and (3) the Exclusive Caterer cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1), (2), and (3) together, a “Force Majeure Event”).

5.18.2 Exclusive Caterer is excused from compliance with any obligation or limitation under the Exclusive Catering Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until
Exclusive Caterer can reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Exclusive Caterer’s compliance with a material obligation or limitation under the Exclusive Catering Agreement, and if the Force Majeure Event continues for 2 months or longer, then the Committee may terminate the Exclusive Catering Agreement in its sole discretion.

5.18.3 The Committee is excused from complying with any requirements or limitations applicable to it under the Exclusive Catering Agreement if the Committee cannot comply because of any acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus, equipment or machinery employed in supplying required services or any act or condition beyond the reasonable control of the Committee.

5.19 Notices. Each party to the Exclusive Catering Agreement shall identify an address and such other information as may be required for purposes of notices going to said party and shall further designate a person authorized to accept all notices on behalf of that party. The methods of giving notice shall be set out in the Exclusive Catering Agreement and all notices, except in the event of an emergency, shall be in writing.

SECTION 6 – PROPOSAL SUBMISSION REQUIREMENTS

6.1 Responsiveness

To be eligible for award of the Exclusive Catering Agreement, a Respondent’s Proposal must be responsive to this RFP. For a Proposal to be considered responsive to this RFP, a Respondent must follow all the instructions in this RFP and submit all the materials and information required by this RFP.

6.2 Form of Proposal

6.2.1 Each Respondent must submit one original signed cover letter and Proposal and three (3) copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal.

6.2.2 Each Respondent’s Proposal must follow the form of this RFP. It must be typed on 8 1/2” x 11” paper and marked clearly on the cover page with Respondent’s name and clearly refer to this RFP. Pages should be numbered clearly. Illustrations may be included. Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting
Proposals. The Committee will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.

6.2.3 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Section number, Appendix or Form of this RFP that requires the information.

6.2.4 Each Respondent’s Proposal must include the following (please see other provisions of this RFP for a fuller explanation of the matters listed below):

1. Cover letter;
2. Responses to Preliminary Questionnaire;
3. Description of company profile, organization, and personnel;
4. Company Profile and Related Experience, and at least three (3) references;
5. Financial Proposal;
6. Executed acknowledgement.
7. An address for the Respondent for purposes of receiving notices and the name and title of the person designated by the Respondent to accept notices at that address.

NOTE: As stated in Section 1.7, Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

6.2.5 Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits its Proposal:

1. Respondent’s name and address.
2. Identification as “Proposal for Management and Operation of Event Planning and Catering at Historic Strawberry Mansion.”

6.3 Submission of Proposal by “Deadline for Submitting Proposals”

Each Respondent must submit its Proposal to the Committee no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The “Deadline for Submitting Proposals” and the location for submitting Proposals are set forth on the cover page of this RFP.

6.4 Preliminary Questionnaire

Each Respondent must provide responses to the questions listed in this Section 6.4. For purposes of responses to this Section 6.4, “Respondent” includes any and all affiliated company(ies) of Respondent, with common ownership, family relationships and/or common management. The Committee may reject any
Proposal that fails to include full and complete responses to this Preliminary Questionnaire, or fails to submit any related documentation as required and directed herein.

Respondent is to provide full, complete, detailed responses to the questions listed below, including all applicable dates, authorities and/or agencies involved, fines, penalties, and/or sanctions (monetary and non-monetary), resolutions and/or agreements, attaching all documentation, including, but not limited to, notices, letters, judgments, and/or court orders. Please provide a separate explanation for each citation/violation/incident and note whether related documentation has been attached. The following questions apply to all of Respondent’s Related Companies (defined below). Respondent must exercise due diligence to provide complete answers to each question as it applies to all of Respondent’s Related Companies.

a. In the last ten (10) years, has Respondent been charged, cited, accused, or prosecuted for violation of any civil or criminal law, or been the subject of any investigation by a law enforcement agency, civil or administrative agency, professional organization, corporation, board or any agency (including, but not limited to, the Philadelphia Department of Licenses and Inspections, Department of Public Health, Office of Property Assessment, or Fire Marshall, and the Pennsylvania Liquor Control Board, etc.)? This includes all charge(s), citation(s), violation(s), prosecution(s), investigation(s), denials of permits or licenses, etc., related to any work or services provided by Respondent, even if Respondent was not the subject of, or specifically named in any charging/citing document. Please provide a separate explanation for each incident, and whether/how the incident was resolved.

b. In the history of Respondent’s business, whether conducted under its current name, or another fictitious or prior/different business name, have there ever been any “lapses” in or between any permits or authorizations under which Respondent has operated (including, but not limited to, building permits, zoning and/or fire codes, operating permits, liquor licenses, etc.)? “Lapses” refer to any time(s) where Respondent’s permit(s) was not up to date and current on any date, regardless of whether said permit(s) was subsequently updated.

c. In the last seven (7) years, has Respondent’s agreement for services or contract been terminated and/or been the subject of complaints by the party receiving services from Respondent? Please provide a separate explanation for each incident; specifying the reason(s) for termination and/or complaint and whether/how the incident was resolved.
d. In the last seven (7) years, has Respondent been named as a
defendant in any litigation (civil and/or criminal)? Please provide a
separate explanation for each case, stating the nature of the claim(s)
asserted against Respondent and whether/how the incident was
resolved, regardless of whether the complaint was decided by plea
bargain, final judgment in court, or by a settlement agreement.

e. Respondent’s response to the Preliminary Questionnaire must include
a signed statement, certifying that all responses have been provided in
good faith, and are true and correct to Respondent’s best knowledge,
information and belief. Any knowing misstatements or omissions in
Respondent’s responses to the Preliminary Questionnaire shall
automatically disqualify Respondent and bar Respondent's Proposal
from consideration by the Committee.

6.5 Company Profile; Operating Experience

Each Respondent must:

a. Submit a resume or detailed description of the Respondent's
professional qualifications, demonstrating extensive experience in the
industry, or affiliation with individuals and firms, or either of them,
with that expertise. The resume or detailed description must include
the number of Respondent’s employees, number of years Respondent
has been in business, and experience providing catered events at
historic properties.

b. Explain its corporate or other organizational structure and ownership
and that of all of its Related Companies (defined below).

c. Provide the names and addresses of all owners and officers,
managers, or partners, as applicable of the entity submitting the
Proposal and of all of its Related Companies.

d. Provide its Federal Employer Identification Number.

e. Identify all parent, subsidiary, affiliate, and partnership relationships
of its company with other businesses, including all companies of
which a principal or a relative of a principal or an executive or a
relative of an executive of Respondent is also a principal or relative of
a principal or an executive or relative of an executive of said
company(ies) (collectively, “Related Companies”).

f. If Respondent is a partnership or a joint venture, give the date of the
partnership or joint venture agreement, the county and state where
the agreement was filed, and list the name and address of each
partner or joint venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation or similar formation document(s), give the date and state of the company’s organization and incorporation, and list the names and addresses of the company’s board of directors and officers, or managers or members, as the case may be.

g. Provide at least three (3) recent references with whom the Respondent has worked and who can describe such matters as the Respondent’s financial and operational capability (e.g., operating quality catering services at facilities comparable in size to Historic Strawberry Mansion). The Respondent must include the name of the reference entity, a description of the nature of the listed reference’s experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.

h. List all contracts the Respondent and all its Related Companies have had with the Committee, or similar organizations during the last three (3) years.

i. If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five (5) years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.

j. List all surety companies that have previously issued performance bonds on behalf of Respondent or any Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five (5) years due to unsuccessful completion of the contract.

6.6 Participation of Minority, Woman and Disabled Owned Business Enterprises

Respondent should use reasonable efforts to advance cultural diversity within its organization, promoting the inclusion of employees and/or subcontractors from various social, racial and ethnic backgrounds.

In furtherance of the policies of anti-discrimination and economic inclusion, the Committee strongly encourages Proposals from minority and woman led and operated businesses. If Respondent is recognized as a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE), a Disabled Business Enterprise (DSBE) or a Disadvantaged Business Enterprise (DBE) by the City of Philadelphia, the Pennsylvania Department of General Services, the Pennsylvania Unified
Certification Program (PaUCP) or another approved certifying agency, a copy of the certification should be included with the Proposal.

6.7 Financial Information

Each Respondent must provide evidence of its financial capacity and stability; accountant prepared financial statements for the most recent fiscal year ended that are in accordance with generally accepted accounting principles; and a federal tax return. Each Respondent must also provide creditor reference(s) and a description of any current loans or lines of credit made available to the Respondent and dates that the accounts were established as well as the name of the Respondent’s creditor’s account officer(s). By submitting a Proposal each Respondent authorizes the Committee to contact the Respondent’s creditor references regarding that information.

6.8 Understanding the Purpose of this RFP and the Rights and Obligations of the Caterer

Sections 3, 4 and 5 of this RFP set forth the minimum requirements that the Caterer must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP’s goals and objectives, the nature and scope of the work involved, and how Respondent’s expertise will enable Respondent to fulfill the goals and objectives of this RFP and maximize the potential of Historic Strawberry Mansion as an event venue. Also, each Respondent must describe its approach to the proposed Catering, including Respondent’s work plan and strategy.

6.9 Confidential Information

6.9.1 If a Respondent chooses to include material of a confidential nature, Respondent must mark the confidential material as noted below and explain why it is confidential. The Committee shall exercise reasonable care to honor confidentiality requests, subject to all applicable laws as if the City of Philadelphia were issuing this RFP. The Pennsylvania Right to Know Act applies to each Proposal and the determination of whether any information in a Proposal may be kept confidential or is subject to public disclosure.

6.9.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondent is reminded that the mere designation of information as confidential does not necessarily make it so under law. Respondent should include the following notice in the front of each copy of their Proposal:

NOTICE

The information on pages _______ of this Proposal, identified by the words “Confidential Proprietary Information” in boldface type of at least 12 points
in the top right-hand corner of each page, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such information be used only for evaluation of Respondent’s Proposal, and not be disclosed to the public except as may be required by all applicable laws.

6.10 Objections

In its Proposal, a Respondent may state objections to the requirements of this RFP. Any objections must be stated in a separate section of the Proposal, must identify the specific provisions and language of this RFP that Respondent objects to, must state the reason(s) for each objection, and must propose alternative provisions. By not objecting to a provision and submitting a Proposal in response to this RFP, a Respondent irrevocably agrees that the provision is acceptable to it. The Committee may, in its sole discretion, evaluate a Proposal, in part, on the number and nature of objections made by the Respondent to the provisions of this RFP. In no event shall the Committee’s selection of a Respondent for further negotiations leading to an Exclusive Catering Agreement constitute acceptance by the Committee of any objection or proposed alternative provision set forth in that Respondent’s Proposal.

SECTION 7 – CONDITIONS REGARDING PROPOSALS; RESERVATION OF RIGHTS BY THE COMMITTEE; EFFECTIVENESS OF CATERING AGREEMENT

7.1 Conditions Regarding Proposals

By submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees to the following conditions relative to its Proposal:

   (a) The Respondent is fully responsible for all its costs associated with the development, preparation, and submission of its Proposal and all other materials it submits in response to this RFP. The Committee assumes no contractual or other obligations toward Respondent as a result of the issuance of this RFP, the preparation or submission of a Proposal by Respondent, the Committee’s evaluation of Proposals, or the Committee’s selection of Respondent for further negotiations;

   (b) It is Respondent’s responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP;

   (c) Upon submission, Respondent’s Proposal becomes the property of the Committee and shall not be returned to the Respondent;
(d) Respondent shall promptly permit the Committee to inspect projects and facilities referred to in Respondent’s statement of its Management Experience Qualifications and References;

(e) Respondent shall promptly provide additional information or more detailed information upon request by the Committee, including information inadvertently omitted by a Respondent;

(f) Respondent shall promptly send representatives for interviews with Committee officials when requested by the Committee;

(g) Respondent’s Proposal shall remain open for acceptance by the Committee and in full effect for at least ninety (90) calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP;

(h) Respondent may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the Committee;

7.2 Reservation of Rights

The Committee reserves and may, in its sole discretion, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP at any time prior to execution of the Catering Agreement:

a. To reject any Proposal if, in the Committee’s sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the Committee’s best interest to do so;

b. To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the Committee’s sole judgment, it is in the Committee’s best interest to do so;

c. To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Respondents for negotiation;

d. To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the Committee, is not material to the Proposal;

e. To request that some or all of the Respondents clarify, modify or supplement their Proposals, including information inadvertently omitted by a Respondent;
f. To request interviews or oral presentations from one or more Respondents;

g. To request recent financial statements from Respondents as a means of verifying their capability to meet all the obligations of the Exclusive Caterer;

h. To conduct investigations with respect to the qualifications of each Respondent and call a Respondent’s references;

i. To enter into negotiations and discussions with any one or more Respondents regarding any aspect or provision of their Proposals; and

j. To make modifications to the responsibilities of the Exclusive Caterer as set forth in this RFP that, in the Committee’s reasonable discretion, are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the Committee, in its sole discretion, determines that permitting other respondents to modify their Proposals is in the Committee’s best interest.

7.3 Catering Agreement Effectiveness

The Exclusive Catering Agreement shall not be binding upon the Committee, and a Respondent will not become the Exclusive Caterer, until after all of the following have occurred:

a. The Exclusive Catering Agreement has been signed by the Respondent and approved by the Committee’s legal counsel; and

b. The Exclusive Catering Agreement has been executed by the Committee.

7.4 Acceptance of the Provisions of this RFP

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the Committee.
SECTION 8 – EVALUATION OF PROPOSALS

8.1 Selection Committee

Those Proposals that the Committee determines in its sole discretion are responsive to this RFP will be reviewed by a “Selection Committee” comprised of representatives from the Committee.

8.2 Proposal Evaluation Criteria

The Selection Committee shall evaluate Proposals by considering the response submitted by Respondent and response from references. In addition the Selection Committee shall evaluate the financial proposals, proposed capital improvements, quality and ability of operations and Respondent’s record of compliance with applicable laws.

8.3 Award of Exclusive Catering Agreement

The Committee shall award the Exclusive Catering Agreement to the Respondent whose proposal the Committee, in its sole discretion, determines best meets the goals of the Committee in issuing this RFP and is in the best interests of the Committee. For that reason, the Committee may not necessarily award an Exclusive Catering Agreement to the Respondent offering the highest Monthly Fees or Catering Fees. The Committee will notify all Respondents of its selection within sixty (60) days of the date when the Proposals are opened. Such notice will be given to each Respondent at the address and to the person identified in such Respondent’s Proposal as the person and place to receive such notice.

8.4 Amendments of Exclusive Catering Agreement

The Committee reserves the right, in its sole discretion, but subject to the Caterer’s Agreement, to amend the Exclusive Catering Agreement in light of then prevailing circumstances as a condition to renewing the Exclusive Catering Agreement. This Exclusive Catering Agreement may not be amended or modified without written approval of the Committee.

SECTION 9 – ALTERNATIVES AND ENHANCEMENTS TO RFP REQUIREMENTS

In addition to the mandated responses, Respondent is free to submit alternative pricing configurations such as flat rate monthly fee for use, service enhancements such as landscaping and snow removal, security etc. Alternate pricing configurations will be considered, but all respondents must submit the Committee’s proposed pricing as well. Respondent may propose facility improvements such as outdoor venue additions. Any such additions are subject to City of Philadelphia Licensing and Building Codes, and must be
approved by the Committee and the City. Such approvals are the sole responsibility of Respondent.

SECTION 10 – SIGNING OF PROPOSALS

Each Respondent must sign its Proposal using one of the forms on the following pages as is appropriate for the Respondent’s form of business organization. The Proposal must be signed by a person authorized to bind the entity submitting the Proposal.
If Respondent is an INDIVIDUAL, PARTNERSHIP, or JOINT VENTURE, the Respondent must date and sign the RFP here:

This ___ day of ________________, 2017

______________________________
Name of Respondent

______________________________
Signature of Individual or Authorized Signer

______________________________
Printed Name and Title of Signer

______________________________
Additional Authorized Signer (if applicable)

______________________________
Printed Name & Title of Additional Authorized Signer (if applicable)

______________________________
Federal Employer Identification Number

______________________________
Phone Number

______________________________
E-mail Address

______________________________
Street Address

______________________________
City, State, Zip Code
If Respondent is a CORPORATION or LIMITED LIABILITY COMPANY, the Respondent must sign and date the RFP here:

This ___ day of ________________, 2017

________________________________________
Corporate or Company Name

________________________________________
Authorized Signer

________________________________________
Printed Name and Title of Signer

________________________________________
Additional Authorized Signer (if applicable)

________________________________________
Printed Name & Title of Additional Authorized Signer (if applicable)

________________________________________
Federal Employer Identification Number

________________________________________
Phone Number

________________________________________
E-mail Address

________________________________________
Street Address

________________________________________
City, State, Zip Code
FORM A

For the Exclusive Management and Operation of Event Planning and Catering at Historic Strawberry Mansion

Exclusive Caterer’s Concession Fee Proposal

Respondent’s Name____________________________________________________

Concession Fees payable to the Committee for the right to provide Event Planning and Catering at Historic Strawberry Mansion as described in Section 3.9, Concession Fee, Reporting and Payment Schedule, for both the “Initial Term” and any “Renewal Term” as described in Section 4.1.

Respondent must provide:

A. “Initial Term” Minimum Annual Guarantee (MAG) $______________

and,

“Renewal Term” Minimum Annual Guarantee (MAG) $______________

AND,

B. “Initial Term” Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1) with no maximum: __________% per month

and,

“Renewal Term” Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1) with no maximum: __________% per month

AND,

C. “Initial Term” Annual Capital Improvement Fee (ACI) $__________

and,

“Renewal Term” Annual Capital Improvement Fee (ACI) $__________

(1) Gross Revenue means all payments, fees, charges and other payments, however characterized, that Exclusive Caterer receives in connection with its service or provision of food and beverages. Gross Revenue does not include any mark-up Exclusive Caterer charges related to third party services (for example, without limitation, for flowers, music, security, tents and valet parking).

(2) The Annual Capital Improvement Fee (ACI) will be used to fund improvements, all of which must be approved by both the Committee and the City, for agreed upon priorities between the Exclusive Caterer and the Committee.