



RFP C-101-17

For the Management and Operation of an Outdoor Concert (the "Event")

Issued By:

The City of Philadelphia (the "City")

Office of the Managing Director
Michael DiBerardinis, Managing Director

&

Procurement Department
Trevor Day, Commissioner

SEALED PROPOSALS WILL BE RECEIVED UNTIL TUESDAY, OCTOBER 25, 2016
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")
AT
MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM
170A, PHILADELPHIA, PA 19102
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING
PROPOSALS

Questions regarding this Request for Proposals must be submitted in writing no later than
Friday, October 14, 2016 at 5:00 p.m. local time ("Deadline for Questions")

and directed to
Jazelle M. Jones

Deputy Managing Director/Director of Operations
Office of the Managing Director
by email at jazelle.jones@phila.gov

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I. Event Overview

A. Introduction; Statement of Purpose

This RFP is from all individuals and firms (“Event Producer”) that would like to produce, manage and operate an “Outdoor Concert” in May or June of 2017.

The Outdoor Concert shall consist of, but not be limited to, the music genres of popular alternative rock, hip hop, dance, house music and pop. The Outdoor Concert should be designed to attract a diverse, multi-generational and multi-racial demographic from across the tri-state area with a total ticketed attendance of no fewer than 5,000 and no more than 20,000.

B. Department Overview

The Office of the Managing Director ("MDO"), a Cabinet-level office that directly supervises and oversees all of the City of Philadelphia (“City”) operating departments that deliver City services for special events, i.e., Police, Fire, Streets, Licenses and Inspections, Public Property, Recreation, Fairmount Park, Health, etc., has significantly broadened its mission to ensure that City services and programs are delivered effectively and efficiently. The MDO has traditionally accomplished this by providing oversight, support and assistance; and, by serving as a catalyst to encourage cooperation and collaboration on interdepartmental as well as external initiatives including the production of films, commercials, parades, festivals, concerts and many other special events.

The MDO is responsible for making sure that all the necessary permits, insurance coverage and agreements with the City are executed prior to any event that seeks the use of, in or on city streets, City-owned or occupied property, and/or grant the right to construct any equipment at a specific site.

For all events, the Managing Director’s Office may determine the basis and the amount of the deposit required to hold an event. Based on a cost analysis from each of the departments, the MDO works closely with event sponsors to streamline costs; negotiate terms and conditions; facilitate the agreement; and, most importantly - ensure public safety. The MDO works closely with the Risk Management Division as well as the Law Department to ensure the safety of City workers and members of the public, who may participate in or are present during the production of any event or film.

At the conclusion of every event, the MDO prepares a final bill for any and all City services rendered with the exclusion of the Philadelphia Police Department (“PPD”) and Fire Department who directly bills unless stipulated in a previously negotiated agreement.

C. Request for Proposals

The City seeks proposals from individuals or entities desiring to produce a large scale, turn-key, one-day Outdoor Concert within the City of Philadelphia.

The City seeks only proposers who have the expertise, financial means and capacity to produce an event of this nature and magnitude.

D. General Disclaimer of the City

This RFP does not commit the City to award a Concession Agreement. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City.

E. Public Disclosure

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

F. Data Not Warranted

Neither the City, nor any of its respective agents, employees or representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information contained in the RFP or any other information (whether communicated in written or oral form) transmitted or made available to prospective Respondents. The City expressly disclaims any and all liability relating to, or resulting from the use of this RFP or such other information by a prospective Respondent. Any prospective Respondent must satisfy itself with respect to verification of information contained in the RFP.

G. RFP Becomes Part of the Concession Agreement Statement

The awarded Concessionaire will be expected to enter into a Concession Agreement with the City of Philadelphia. The Concession Agreement requires, among other things, insurance and indemnification of the City.

H. Modifications

Until the Deadline for Submitting Proposals, a Respondent may submit a modified proposal to replace all or any portion of a proposal the Respondent submitted previously. The City will only consider the latest version of a Respondent's Proposal. The City 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. To withdraw a proposal, the Respondent must provide written notification to the Project Manager by email.

This RFP, all proposals, the Concession Agreement, all written documents and communication related to them may be subject to public disclosure under law.

I. Late Proposals

It shall be the responsibility of the Respondent to deliver the Proposal and all other required items prior to 10:30 AM Eastern Standard Time on **THE DATE AND TIME THAT IS LISTED ON THE COVER PAGE**. Later delivery for any reason may disqualify the Respondent.

II. Scope of Work

The Event Producer will have complete responsibility for the management and operation of the Outdoor Concert. Some of the following scope of work shall require approval from the City. The responsibilities of the Event Producer will include, but are not limited to, those set forth in this RFP and those set forth in the Concession Agreement.

The Event Producer shall:

- Recruit and manage all staff, talent and vendors (including its subcontractors for food services, staging, lighting, talent agencies, etc.)
- Negotiate client and vendor contracts
- Secure the necessary vendor(s) for the installation, maintenance and breakdown of perimeter fencing for the Event and coordinate specifications with the City's Managing Director's Office, Risk Management Division and Fire Code Unit
- Secure the necessary vendor(s) for the installation, maintenance and breakdown of tenting, staging and amplified sound in a manner consistent with provisions and regulations established in The Philadelphia Code and coordinate specifications with the City's Managing Director's Office, Risk Management Division and Fire Code Unit
- Demonstrate established labor experience with local organized trade unions
- Establish a working and transparent budget
- Secure Event sponsorships
- Demonstrate its ability to sign and secure "major" recording artists
- Have experience with local, intermediate and national broadcast outlets
- Submit workplan/production schedule, including timeline for load-in and load-out; devise operational plan for other logistics such as communications, equipment placement/storage; parking; security, tenting and rentals; catering; event credentials
- Obtain all necessary permits and licenses required to hold the Event
- Obtain all necessary insurance certifications
- Disclose and obtain express permission for all pyrotechnics, special effects and/or fireworks in connection with the Concert
- Prepare and submit a plan to secure existing infrastructure within the designated Event footprint
- Prepare an emergency medical plan
- Prepare an emergency evacuation plan
- Prepare an inclement weather plan (Outdoor Concert is to be considered a "rain or shine" event)
- Prepare an alcohol management plan if alcohol is to be served
- Coordinate with the Managing Director's Office for City services to be rendered
- Coordinate with the Managing Director's Office and Mayor's Press Office a public and media relations strategy
- Keep meticulous records of all expenses and payments to vendors
- Design Event venue/space within regulations and guidelines set forth by the City

- Commit to the planning of the Outdoor Concert for six (6) months of the year
- Attend weekly meetings with representatives of the City leading up to the Outdoor Concert
- Attend meetings with pertinent residential and business community groups, as necessary
- Provide outreach strategy for impacted community organizations and institutions
- Be accessible via phone or email at all times

A. Timetable

Applicant's proposal should include a detailed Event schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the Event and a time of completion for each.

B. Reporting Requirements

The successful Applicant shall report to the City on a regular basis regarding the status of the Event. The successful Applicant shall report any changes in programming, production timeline, Event footprint, Event layout, requests for additional City services/equipment, and any other necessary information related to the Outdoor Concert. At a minimum, the successful Applicant shall submit a bi-weekly report detailing the services and/or products provided and the goals/tasks accomplished.

C. Specific Performance Standards

The City reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the Concession Agreement scope of work.

The City expects that the Concession Agreement resulting from this RFP will include performance and quality standards for the Event in accordance with The Philadelphia Code and the Scope of Work detailed in Section II.

D. Event Security

The successful Applicant shall be required to submit for review a comprehensive Event security plan for the Outdoor Concert, including, but not limited to the following:

- Security command structure (including job title and contact information for key personnel)

- Security personnel staffing levels for each day of the Event (including set-up and breakdown)
- List of allowed items within the Event footprint
- List of prohibited items within the Event footprint
- Sample of instructions/guidelines to be issued to security personnel
- Sample incident report to be used by security personnel

E. Concession Fees; Payment Schedule

Upon completion and submittal of all necessary applications and issuance of all necessary permits, the City will provide a cost estimate for all reimbursable City expenses expected to be incurred in connection with the Outdoor Concert. The successful Applicant shall be responsible for all expenses incurred by the City in relation to the conducting of the Outdoor Concert and will be obligated to pay the City for all personnel (including overtime costs), services, equipment and materials, if any, provided by the City, in connection with the conducting of the Outdoor Concert.

The successful Applicant shall pay the City a venue usage fee of Ten Thousand Dollars (\$10,000.00) for each day of Event setup and/or breakdown, Twenty Thousand Dollars (\$20,000.00) for each Event day, and One Thousand Dollars (\$1,000.00) for each Event day that includes the sale or sampling of alcoholic beverages.

In the event the Concessionaire fails to make the payments as required herein and fails to cure same after five (5) days written notice from the City informing Concessionaire of such default, then the City may terminate the Contract immediately without any liability on its part. In such event, Concessionaire shall continue to be subject to any and all liabilities of the Concessionaire, actual or contingent, which may have arisen on or before such termination date, and City reserves to itself all of the remedies available in law or equity or contained in this RFP or in the Concession Agreement.

F. Organization and Personnel Requirements

The proposal to the City must include the following:

- Submittal of organizational structure: the management, administrative, security & technical Event staff structure including contact information for each member of the Event staff
- Organization history/experience: years of experience, experience with event of a similar size/scope
- Organization's references
- Technical expertise of personnel: licenses, certifications, years of experience
- Financial capacity requirements
- Insurance types and limits maintained

The proposal must also identify all personnel who will perform work on the Event, including, but not limited to, production staff, security staff and all food/merchandise vendors.

The successful Applicant must hold the necessary licenses required to do business in the City of Philadelphia and obtain a Commercial Activity License from the City's Department of Licenses and Inspections.

The successful Applicant is required to obtain ASCAP, SESAC, and/or BMI blanket performance licenses, and will require its subcontractors to obtain any similar performance licenses, required for the use of copyrighted or licenses material in connection with the presentation of the Outdoor Concert, or otherwise required in connection with the use of the premises for the Outdoor Concert.

G. Environmentally-Friendly ("Green") Products & Practices

The City of Philadelphia is implementing ecologically-friendly initiatives to benefit the environment and the health of Philadelphia's visitors and residents. Therefore, the City strongly encourages the successful Applicant to employ ecologically-friendly practices and products in the management and operation of the Outdoor Concert.

If the Event Producer intends to use any disposable products at the Outdoor Concert, the City encourages the Event Producer to use chlorine-free, biodegradable products such as paper towels, napkins, utensils, and plates. Additionally, the City encourages the Event Producer to use "Green Seal" ecologically-friendly products such as soaps and cleaners for operating and cleaning purposes. A list of "Green Seal" certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>. The City also encourages the serving of sustainable food products and the training of staff on environmentally-friendly food practices.

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Proposal Signature Page (Section VI) and Cover Letter
2. Table of Contents
3. Introduction/Executive Summary

Provide an overview of the proposed Event.

4. Applicant Profile

Provide a narrative description of the Applicant itself, including the following:

a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;

b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;

c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

5. Event Understanding

Provide a brief narrative statement that confirms the Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the Event that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the Event.

6. Proposed Scope of Work

Provide a proposed Event plan, including a cost proposal and Event timetable (schedule), in accordance with Section II, "Scope of Work," of this RFP.

7. Statement of Qualifications; Relevant Experience

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with events that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

8. References

Provide at least three references, preferably for events that are similar in type, scope, size and/or value to the work sought by this RFP. If applicable, Applicant should provide references for an event with other municipalities that are similar in size to the City of Philadelphia. For each reference, include the name, address and telephone number of a contact person.

9. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work in connection with the Event. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B.

10. Requested Exceptions to Concession Agreement Terms

State exceptions, if any, to City Concession Agreement terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

11. Solicitation for Participation and Commitment Form

As a separate document, include a completed Solicitation for Participation and Commitment Form. The form is provided with Appendix B to this RFP. (See Section III.D for more information.)

12. Tax and Regulatory Status and Clearance Statement

Include a statement, in the form requested in Appendix C, attesting to Applicant's tax and regulatory compliance with the City. (See Section III.E for more information.)

13. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation;

any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

14. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:

- General statement of the Applicant's financial condition;
- Applicant's most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only).

15. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the concession agreement who asserted the event of default or noncompliance or the individual who managed the concession agreement for that party.

B. Submission of Proposals

Each Applicant must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Applicant 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.

Each Applicant's Proposal must follow the format of this RFP, as described in Section IIIA. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and refer to this RFP clearly. Pages must be numbered clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8-1/2" x 11" sectionals or reduced to 8-1/2" x 11".

Each Applicant 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 City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.

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

- a. Respondent's name and address;**
- b. Identification as "Management & Operation of an Outdoor Concert" RFP #C-101-17; and,**
- c. The Proposal Due Date stated on the cover page of this RFP.**

Materials will not be accepted if they are not signed.

Each Respondent must submit one original signed cover letter and Proposal and an additional full copy of the Proposal electronically on either a CD-ROM or flash drive to be enclosed with the original Proposal package. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal, this RFP, and the Concession Agreement. Proposals will not be accepted if not signed in ink.

Wherever an Applicant is providing information required by this RFP, the Applicant must identify the information by using the corresponding Section number, Attachment or Form of this RFP that requires the information.

C. Notice to Applicants to State Requested Exceptions to Concession Agreement Terms in Proposal

The City's contract terms and conditions for transactions of this nature are attached to this RFP as Appendix A ("Concession Terms"). By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the attached terms.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Concession Terms in a separate section of the proposal entitled "Requested Exceptions to Concession Terms." For each Requested Exception, the Applicant must identify the pertinent Concession Term by caption and section number, state the reasons for the request, and propose alternative language or terms. Requested Exceptions to the City's Concession Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Concession Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains Requested Exceptions to Concession Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Concession Award to an Applicant, the Applicant seeks Requested Exceptions to Concession Agreement Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Concession Agreement terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

D. Office of Economic Opportunity – Participation Commitment

This RFP is subject to the provisions of Mayoral Executive Order 03-12, the City’s Antidiscrimination Policy, and Applicant is required to exercise its “Best and Good Faith Efforts” in response to the ranges specified in Appendix B included with this RFP for participation by Minority Business Enterprises (“MBE”) [15% - 20%], and Woman Business Enterprises (“WBE”) [15% - 20%], as those terms are defined in Executive Order 03-12. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix B to this RFP. Applicants are required to complete and return with their proposals the “Solicitation for Participation and Commitment Form” which is included in Appendix B.

E. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C).

If the Applicant is not in compliance with the City’s tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If an Applicant or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

F. Selection Process

The City will base its selection on criteria that include, but are not limited to:

- Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
- Eligibility under Code provisions relating to campaign contributions
- Superior prior experience of Applicant and staff
- Superior quality, efficiency and fitness of proposed solution for City Department
- Superior skill and reputation, including timeliness and demonstrable results
- Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
- Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
- Administrative and operational efficiency, requiring less City oversight and administration
- Anticipated long-term cost effectiveness

¹ Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

² Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

G. Tax Requirements

Any contractor, vendor of goods, or provider of services, who proposes on and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. The Concession Agreement is entered into in the City of Philadelphia, and the Event Producer's delivery of goods into the City, or performance of services in the City, is "doing business" in the City and subjects the Event Producer to the City's tax requirements, including without limitation one or more of the following taxes:

- o Business Income and Receipt Taxes
- o Net Profits Tax
- o City Wage Tax

Promptly following the Commencement Date, the Event Producer, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to 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 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

H. Respondents Restricted from applying to Opportunity Statement

Proposers Restricted

- A.** No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Proposer may be the prime contractor or the Proposer for more than one Proposal, which is submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or as the prime Proposer. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions.
- B.** No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any person, firm, or corporation that is in arrears or is in default of any debt to the City (including without limitation tax delinquencies), any contract obligation, or any surety obligations to the City, or has failed to comply with any existing or previous contract with the City, or has failed to execute a contract that the person, firm, or corporation negotiated with the City.
- C.** No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any Proposer that is involved in litigation against the City, including but not limited to negotiations to settle a claim against the City.
- D.** No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any Proposer that has been prohibited by the City from entering into any City contracts.
- E.** If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered.

If an incomplete Proposal is received from any individual, firm, partnership, corporation, or association, said incomplete Proposal will not be considered.

- F.** All Proposals submitted by Proposers who have engaged in any form of collusion in the preparation or submission of Proposals in response to this RFP shall be rejected.

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	<i>Friday, September 30, 2016</i>
Applicant Questions Due	<i>Friday, October 14, 2016</i>
Proposals Due	<i>Tuesday – October 25, 2016</i>
Applicant Interviews, Presentations	<i>TBD</i>
Applicant Selection	<i>Tuesday – November 1, 2016</i>
Event Date	<i>TBD</i>

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Deputy Managing Director Jazelle M. Jones (Jazelle.Jones@phila.gov) no later than Friday, October 14th, 2016 and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received after the Deadline for Questions.

The City will answer all questions asked timely submitted to the City, and which the City in its sole discretion determines concern a material element of the proposal process or Concession Agreement. The City will provide its answers in writing by an addendum to this RFP prior to the Deadline for Submitting Proposals; and the City will post its answers on the following website: <http://www.phila.gov/bidsonline/PWBiddingOpportunities.aspx>. The City is not bound by any oral response made by any City employee to any questions.

The addenda issued by the City are the City's only official method for communicating information to all potential Applicants. Applicants should check <http://www.phila.gov/bidsonline/PWBiddingOpportunities.aspx> before submitting a Proposal to verify that they have reviewed all the addenda relating to this RFP. Each Applicant must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

C. Interviews; Presentations

Interviews and/or presentations may be required for this RFP. Any costs, including travel, of interviews and/or presentations are the responsibility of the Applicant. Applicants will be invited to participate in the interview/presentation process at the discretion of the City. Be advised that not all Applicants may be invited to participate in this portion of the review.

D. Term of the Concession Agreement

The initial term of the Concession Agreement shall commence on or about the date of execution of the Concession Agreement by the City and terminate twelve (12) months thereafter. The City may, at its sole option, amend the Concession Agreement to add up to three (3) additional successive terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Concession Agreement shall apply throughout each Additional Term.

V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revisions to this RFP will be posted at <http://www.phila.gov/bidsonline/PWBiddingOpportunities.aspx> with the original Opportunity Details. It is the Applicant's responsibility to check the website frequently to determine whether additional information has been released or requested.

B. City Employee Conflict Provision

City employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a Concession which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.

D. Reservation of Rights

The City 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 Concession Agreement:

1. To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Applicant does not meet the qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;
2. To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the City's sole judgment, it is in the City's best interest to do so;
3. To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Applicants for negotiation;
4. To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal;

5. To request that some or all of the Applicant clarify, modify or supplement their respective Proposals, including information inadvertently omitted;
6. To request interviews or oral presentations from one or more Applicant;
7. To request recent financial statements from an Applicant as a means of verifying its capability to meet all the obligations of the Event Producer;
8. To conduct investigations with respect to the qualifications of each Applicant and call an Applicant's references;
9. To enter into negotiations and discussions with any one or more Applicants regarding any aspect or provision of their Proposals; and
10. To make modifications to the responsibilities of the Event Producer as set forth in this RFP that, in the City's reasonable discretion, are not material without informing other Applicants or permitting other Applicants to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other Applicants to modify their Proposals is in the City's best interest.

E. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

F. Ethics Requirements

Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 002-04, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and

duration of the sanctions will be pursuant to any rules the Procurement Commissioner promulgates with respect to contracts subject to competitive bidding, or as the Director of Finance promulgates with respect to all other contracts.

G. City's Right to Inspect

1. Event Producer shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "Books and Records") within the City of Philadelphia relating to the Event Producer's management and operation of the Outdoor Concert. The Event Producer shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.
2. The City may inspect and audit all of the Event Producer's Books and Records and Event Producer's affairs at all reasonable times within the City of Philadelphia.

H. Conditions Regarding Proposals

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

1. The Applicant 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 City assumes no contractual or other obligations toward Applicant as a result of the issuance of this RFP, the preparation or submission of a Proposal by applicant, the City's evaluation of Proposals, or the City's selection of Applicant for further negotiations;
2. It is Applicant'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;
3. Upon submission, Applicant's Proposal becomes the property of the City and will not be returned to the Applicant;
4. Applicant will promptly permit the City to inspect events and facilities referred to in Applicant's statement of its Management Experience Qualifications and References;
5. Applicant will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by an Applicant;
6. Applicant will promptly send representatives for interviews with City officials when requested by the City;
7. Applicant's Proposal shall remain open for acceptance by the City and in full effect for at least 180 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP;

8. Applicant may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the City;
9. Applicant may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the same manner and by the same person(s) who signed Applicant's initial Proposal, to the address specified on the cover page of this RFP for submitting Proposals.

I. Concession Agreement Effectiveness

The Concession Agreement will not be binding upon the City, and an Applicant will not become the Event Producer, until after all of the following have occurred:

1. The Concession Agreement has been signed by the Applicant and approved by the City's legal counsel;
2. The Concession Agreement has been executed by the City; and
3. The Applicant has submitted certificates of insurance.

J. Non-Indebtedness

The Concessionaire represents and warrants that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City. Concessionaire shall not at any time during the Term of the Concession 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 Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 3.6.1 may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in the paragraph above. The Concessionaire shall include the provisions in the paragraph above in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

K. Philadelphia 21st Century Minimum Wage and Benefits Standard

If the Concessionaire is an employer subject to Chapter 17-1300 of The Philadelphia Code regarding the Philadelphia 21st Century Minimum Wage Standard, as provided in Philadelphia Code Section 17-1303, then Concessionaire shall (1) comply with the requirements of Chapter 17-1300 in effect on the Commencement Date, (2) promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300, and (3) notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.

Under Chapter 17-1300, Section 17-1305(1), requires employers subject to that Chapter to pay each of their employees an hourly wage at least 150% of the federal minimum wage, excluding benefits. Section 17-1305(2) requires that to the extent an employer subject to Chapter 17-1300 provides health benefits to any of its employees, the employer shall provide each full-time, non-temporary, non-seasonal covered employee with health benefits that are at least as valuable as the least valuable health benefits the employer provides to any of its other full-time employees.

If the Concessionaire is an employer subject to Chapter 17-1300, then by signing the Concession Agreement the Concessionaire certifies that its employees are paid the minimum wage standard required by Chapter 17-1300.

The City may grant a partial or total waiver from the requirements of Chapter 17-1300 based on specific stipulated reasons, as set forth in Section 17-1304 of The Philadelphia Code.

L. Business Interests in Northern Ireland, Iran and Sudan (MacBride Principles)

Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

In accordance with Section 17-104 of The Philadelphia Code, Concessionaire by execution of this Contract certifies and represents that (i) Concessionaire (including any parent company, subsidiary, exclusive distributor, or company affiliated with Concessionaire) does not have, and will not have at any time during the term of this Contract (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under this Contract will originate in Northern Ireland. unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of the Contract, Concessionaire agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied

in the MacBride Principles. Concessionaire further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of the Contract.

Concessionaire also represents that it does not do business in Iran or Sudan, and that no products being delivered pursuant to the Contract were manufactured by an entity doing business in Iran or Sudan, unless a federal override with respect to Iran or Sudan, as applicable, is in place or unless an exclusion from disqualification applies.

Concessionaire agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Concessionaire expressly understands and agrees that any false certification or representation and/or any failure to comply with these requirements shall constitute a substantial breach of the Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S.A. Section 4904.

M. City of Philadelphia - Business, Corporate and Slavery Era Insurance Ordinance

Business Entity entering into a Contract with the City of Philadelphia must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit (APPENDIX F) and any attachments to the City of Philadelphia, Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Customer Service at bid.info@phila.gov.

N. Disclosure of Women as Board Members and Executive Staff

As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit the attached form (APPENDIX E) with its bid. This form should be submitted with bid; however, the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

O. 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 City.

P. Confidential Information

If a Respondent chooses to include in its Proposal material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.

Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents 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, contains proprietary information that the Respondent desires not be disclosed. The Respondent requests that the confidential information be used only for evaluation of Respondent’s Proposal and not be disclosed to the public, except as may be required by Applicable Law.

Q. 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 Department may, in their 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 will the Department’s selection of a Respondent for further negotiations leading to a Concession Agreement constitute acceptance by the Department of any objection or proposed alternative provision set forth in that Respondent’s Proposal.

R. Local Business Entity

Pursuant to Mayoral Executive Order No. 04 -12, the City Department will, in the selection of the successful Respondent, consider whether that Respondent has certified that either (1) Respondent

meets the criteria stated in Section 17-109(3)(b) of The Philadelphia Code³ to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Respondent will employ City residents, or perform the work in the City. Any Respondent who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as APPENDIX D. The Respondent shall then also include in a separate section of the application, labeled “Local Business Entity or Local Impact Certification,” a statement that the Respondent believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Respondent has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

³ A link to The Philadelphia Code is available on the City’s official web site, www.phila.gov. Click on “City Code and Charter,” located to the bottom right of the welcome page under the box, “Transparency.”

VI. SIGNING OF PROPOSALS

Each Applicant must sign its Proposal using one of the forms on the following pages as is appropriate for the Applicant’s form of business organization. The Proposal must be signed by person(s) authorized to bind the entity submitting the Proposal.

If Applicant is an INDIVIDUAL, PARTNERSHIP, or JOINT VENTURE, the Applicant must date and sign the RFP here:

This ____ day of _____, 2016

Name of Applicant

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 Applicant is a CORPORATION or LIMITED LIABILITY COMPANY, the Applicant must sign and date the RFP here:

This ____ day of _____, 2016

Corporate Name

Signature of Authorized Official

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

APPENDIX A

CONCESSION LICENSE AGREEMENT

This Concession License Agreement ("Agreement") is effective as of the ____ day of _____, 2016, by and between the CITY OF PHILADELPHIA (the "City") by and through its Department of Parks and Recreation and its Procurement Department (collectively, the "Department") and _____ (the "Licensee" or "Event Producer").

A. BACKGROUND

The Department of Parks and Recreation has jurisdiction over certain property known as _____ located at _____ in Philadelphia, Pennsylvania (the "Premises").

On _____, 2016, the City issued an RFP seeking individuals or entities desiring to produce, manage and operate an early summer outdoor concert (the "Event").

The Licensee, in accordance with the RFP, submitted a proposal, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**, for the operation and management of the Event.

The Licensee submitted an application for the Event ("Philadelphia Parks and Recreation Special Events Permit Application") to the Department of Parks and Recreation. The Philadelphia Parks and Recreation Special Events Permit Application is attached hereto and made a part hereof as **Exhibit "B"**.

The Licensee further submitted an application for the Event to the City's Office of the Managing Director ("City of Philadelphia Special Events Application"). The City of Philadelphia Special Events Application is attached hereto and made a part hereof as **Exhibit "C"**.

The Licensee submitted an additional application for the Event ("Philadelphia Fire Department Emergency Medical Services (EMS) Special Event Application"). The Philadelphia Fire Department Emergency Medical Services (EMS) Special Event Application is attached hereto and made a part hereof as **Exhibit "D"**.

The Philadelphia Parks and Recreation Special Events Permit Application, the City of Philadelphia Special Events Application, and the Philadelphia Fire Department Emergency Medical Services application are collectively referred to herein as the "Application".

The Licensee has requested the assistance of the City while holding the Event on the Premises through the provision of City services and/or support as set forth in **Exhibit "E"**, a copy of which is attached hereto and made a part hereof.

The Event Producer represents and warrants that it is licensed to do business in the City of Philadelphia and has obtained, if required, a Commercial Activity License from the City's Department of Licenses and Inspections.

The general public and particularly the citizens of the City of Philadelphia will benefit from the Event Producer's holding of the Event on the Premises.

THEREFORE, in consideration of this Agreement's mutual covenants, the City and the Licensee, intending to be legally bound by this Agreement, agree as follows:

B. LICENSE

1. **Background.** The background set forth above is incorporated into this Agreement.
2. **License.** The City gives the Licensee, a temporary, revocable, and non-assignable license for the "Term" (as defined in Section 4) to enter upon and use the Premises solely for the purpose of holding the Event.
3. **Title in Premises.** At all times during the Term of this Agreement, the Licensee acknowledges and agrees that no legal title, easement, or leasehold interest whatsoever shall be deemed to have been created or vested in the Licensee by anything contained in this Agreement. The Licensee shall not permit any part of the Premises to be used under this Agreement in any way as might tend to impair the City's title.
4. **Term.**

The initial term of the Concession Agreement shall commence on _____, 2016 and shall terminate _____, 2017 (the "Initial Term"). The Event shall take place on _____, 2017. Set up and preparation for the Event shall be performed by the Licensee on _____. Break down and clean up after the Event shall be performed by the Licensee on _____. The hours of the Event's operation shall be _____. Any extension of the Term must be pre-approved by the City. An amount of Five Hundred Dollars (\$500) per day shall be charged to the Licensee for use of the Premises after the expiration of the Term.

There shall be no raindate for the Event. Notwithstanding anything to the contrary contained herein, the Event Producer acknowledges and agrees that Event vending shall end no later than 10:00 PM.

The City may, at its sole option, amend the Concession Agreement to add on an annual basis up to three (3) additional successive one year terms (each, an "Additional Term"). Except as may be stated otherwise in such amendment, the terms and conditions of this Concession Agreement shall apply throughout each Additional Term.

5. **Concession Fees.**

The Licensee shall pay to the City a site use fee in the amount of Ten Thousand Dollars (\$10,000.00) for each day of Event setup and/or breakdown, Twenty Thousand Dollars (\$20,000.00) for each Event day, and an additional One Thousand Dollars (\$1,000.00) for each Event day that includes the sale or sampling of alcoholic beverages ("Site Use Fee").

The Event Producer is responsible for the expenses incurred by the City in relation to the conducting of the Event at the Premises, or the exercise by the Event Producer of any right under this Agreement (the "Reimbursement Obligation"). The estimate costs and services, including the Premises user fee, is as set forth in **Exhibit "F"**, a copy of which is attached hereto and made a part thereof. The Reimbursement Obligation includes the Event Producer's obligation to pay the City for all personnel (including overtime costs), services, equipment and materials, if any, provided by the City, in connection with the conducting of the Event. The Reimbursement Obligation is exclusive of any permit fees, application fees, or costs the City may incur for damage repairs or restoration and/or replacement of the Premises other than normal wear and tear including, but limited to, all monuments, turf, trees, shrubs and other vegetation in, on, and about the Premises, whether within or beyond the Event footprint.

The Licensee is responsible for reimbursing the City for any costs it may incur for damage repairs or restoration and/or replacement of the Premises resulting from the Event ("Repair and Replacement Costs").

The Site Use Fee, Reimbursement Obligation and Repair and Replacement Costs shall collectively be referred to as the Concession Fee.

The Licensee shall deliver the Site Use Fee portion of the Concession Fee to the City by a cashier's check payable to the City on or before execution of this Agreement.

The Licensee shall deliver the Reimbursement Obligation portion of the Concession Fee upon receipt of an invoice from the City at the conclusion of the Event.

The Licensee shall deliver the Repair and Replacement Costs portion of the Concession Fee to the City upon demand.

6. **Security Deposit.** On or before the commencement of the Term of this Agreement, the Licensee shall deliver to the City a cashier's check in amount of Fifty Thousand Dollars (\$50,000) made payable to the City as a security deposit ("Security Deposit"). The City may draw down from the Security Deposit in amounts equal to invoice amounts from the City to the Licensee for services not performed or paid for by the Licensee or for damages suffered or costs incurred by the City arising in connection with the Event. Funds remaining after reimbursement to the City for all such expenses shall be refunded to the Licensee. If the Licensee fails to perform any obligation before the Term begins, the City's damages may be impossible to determine and, therefore, the City may terminate this Agreement and retain the Security Deposit as liquidated damages and not as a penalty. Nothing contained in this Section is intended to impose a penalty on the Licensee or to limit the exercise of the City's rights under this Agreement.

7. **Use of Premises.** The Licensee shall, at its sole cost:
- a. Obtain all permits, approvals and licenses required by the city, state and federal governments, including without limitation, the City's Police and License and Inspections Departments
 - b. Obtain ASCAP, BMI, SESAC and similar performance licenses, required for the use of copyrighted or licensed material in connection with the presentation of the Event, or otherwise required in connection with the use of the Premises for the Event;
 - c. Provide a security services plan, including the number of security personnel, subject to the City's prior review and consent ten (10) days prior to the set up date for the Event. The Licensee shall provide all security personnel necessary to protect or secure its personal property, its staff and all persons attending or participating in the Event. The City shall have no responsibility for providing protection or security whatsoever for the Event or at the Premises other than its customary police activities;
 - d. Provide an emergency medical service plan subject to the City's prior review and consent ten (10) days prior to the set up date for the Event. The approved emergency medical plan shall be strictly implemented and adhered to by the Licensee during the Term;
 - e. Provide an event operations plan for the City's review and consent ten (10) days prior to the set up date for the Event.
 - f. Use the City of Philadelphia official logos, copies of which are attached hereto and made a part hereof as **Exhibit "G"**, in all advertisements, which are subject to the City's prior review and consent;
 - g. Dispense and sell, if applicable, only those beverages so designated by the City where the City has given exclusive pouring rights to any entity;
 - h. Supply all water and power for the Event;
 - i. Provide adequate portable, sanitary toilet facilities for the Event and remove them promptly following completion of the Event;
 - j. Erect temporary facilities required for the Event and install them in strict compliance with the Application;
 - k. Permit authorized personnel of the City to enter the Premises at all reasonable times, without advance notice, for any purpose;
 - l. Operate, maintain, clean, clear and immediately repair all parts of the Premises and the sidewalks, curbs, entrances, passageways and all other areas adjoining the Premises;
 - m. Repair and replace all turf, trees, shrubs and other vegetation in, on, and about the Premises in accordance with the Event Turf Repair Specifications and Tree Care Repair and Replacement Specifications attached hereto and made a part hereof as **Exhibit "H"**. All repairs

and replacement must be of good workmanship and equal or exceed the quality of the original work;

n. Remove temporary facilities and all debris lying within twenty (20) feet of the Premises before the Term ends; and

o. Reimburse the City for its costs associated with the Event

8. **Prohibitions.** The Licensee shall be prohibited and shall prohibit its agents, employees, contractors, subcontractors, invitees, licensees, guests, and all other occupants of the Premises under this Agreement from the following actions:

a. Using any part of the Premises for an unlawful purpose or bringing any article onto the Premises which may be dangerous, unless safeguarded as required by law, or which may in law constitute a public or private nuisance, or which may void any insurance then in force with respect to the Premises or the Event;

b. Erecting or attaching anything upon the Premises, including any building, pole, statue, monument, foundation, tree, shrub and any other appurtenance located on the Premises, without the City's prior written consent; and

c. Permitting parking of vehicles on any area of Premises without the City's prior written consent.

9. **Road Closures.** Subject to prior approval of governmental agencies and departments, including, without limitation, the City's Police and Streets Departments, the Licensee may close roads situate in the Premises that are necessary for making preparations for or ensuring a safe Event. The Licensee shall coordinate road closures with the City's departments, obtain all necessary governmental permits and approvals, and pay all fees and costs in connection with the road closures, including, without limitation, the City's Police Department costs.

10. **Condition of Premises.** This Agreement is subject to the "AS IS" condition of the Premises. The City has no duty to maintain, repair, or operate any part of the Premises. The City may, in its sole discretion, repair and perform work on the Premises because of the Licensee's failure to do any such maintenance, repair and other work, and the Licensee shall be liable for all costs incurred by the City in connection with such maintenance, repair and other work. The City's performance shall not constitute a waiver of the Licensee's default in failing to perform maintenance, repairs or other work.

11. **Parking.** The City or its' selected entity shall operate all public parking services for the Event. The Licensee acknowledges that it has no right, claim or title to any revenue, money or proceeds directly or indirectly related to these parking services.

12. **Compliance with Laws.** In using the Premises, the Licensee shall comply with all present and future laws, ordinances, orders, rules, regulations and requirements, of all federal, state and municipal governments ("Applicable Law"). The Applicable Law includes terms and conditions of the City's Special Event Policy and the permit for the Event issued by the

Department of Parks and Recreation on _____, a copy of which is attached hereto and made a part hereof as **Exhibit "I"**.

13. **Insurance.**

A. The Event Producer shall at its sole cost and expense, obtain and maintain in full force and effect during the Term, and the period necessary to fulfill its obligation under this Agreement, the types and minimum amounts of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an "occurrence" basis. Event Producer shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed or cancelled. The City of Philadelphia, its officers, employees and agents, shall be named as additional insureds on the Commercial General Liability and Umbrella Liability Insurance policies. An endorsement is required stating that the coverage afforded the City of Philadelphia and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them to the extent of the liability assumed herein by Event Producer and that no act or omission of the City shall invalidate the coverage.

1. **Workers' Compensation and Employer' Liability**

- (a) Workers Compensation – Statutory Limits;
- (b) Employers Liability:
\$100,000 Each Accident - Bodily Injury by Accident;
\$100,000 Each Employee - Bodily Injury by Disease;
\$500,000 Policy limit - Bodily Injury by Disease;
- (c) Other states endorsement including Pennsylvania.

2. **General Liability Insurance**

- (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate.
- (b) Coverage: Premises operations; contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; broad form property damage (including completed operations) liability; and host liquor liability.

3. **Commercial Automobile Liability Insurance**

- (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability;

(b) Coverage: Owned, hired and non-owned vehicles.

4. Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with insurance required under (1), (2) and (3) above.

B. The Event Producer shall also cause its food service provider to maintain the types and limits required in 1., 2. and 3. above and the following during the Term:

Liquor Liability Insurance for liability arising out of the manufacturing, distribution, sale or service of alcoholic beverages at limits not less than \$5,000,000 combined single limit per occurrence.

C. The Event Producer shall also cause its pyrotechnic provider to maintain the types and limits required in 1., 2. and 3. above and following during the Term:

Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with insurance required under 1., 2. And 3. above.

Certificates of insurance evidencing the required coverages must be submitted to City of Philadelphia's Risk Manager at 1515 Arch Street, 14th Floor, Philadelphia, PA 19102 at least ten (10) days prior to the Event and work is begun. The City reserves the right, as required by law or in the event of litigation or the threat of litigation, to require Provider to furnish written responses from its authorized insurance carrier representatives to all inquiries made pertaining to the insurance required under the Agreement at any time upon ten (10) days written notice to Event Producer. The insurance coverage required by this Agreement, or otherwise provided by the Event Producer, shall in no way modify, limit or reduce the liability or responsibilities and obligations (including, but not limited to, all indemnification obligations) of the Event Producer as provided for in this Agreement.

The City reserves its right to modify the insurance requirements once the final scope of work has been determined as a result of this RFP.

This Section 13 shall survive the expiration or prior termination of this Agreement.

14. **Indemnification**. The Licensee shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Licensee's act or omission or negligence or fault or the act or omission or negligence or fault of the Licensee's agents, subcontractors, suppliers, employees or servants in connection, with this Agreement, including, without limitation, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and any breach of this Agreement.

15. **Release**. In consideration of the City's permission to the Licensee for operating the Event on the Premises, the Licensee shall and shall cause its agents, employees, invitees and guests to remise, quitclaim, release and forever discharge the City, from any claims and demands arising from use of the Premises. The Licensee voluntarily assumes all risk of loss, damage or injury,

including death, that may be sustained by the Licensee and its agents or invitees while in, on or about the Premises.

16. **Waiver of Liens.** The Licensee agrees and shall cause its subcontractors to agree not to file or permit any mechanic's lien or claims to be filed or maintained by them against any part of the Premises on account of any work done or materials furnished in or about the Premises. The Licensee and its subcontractors waive and relinquish rights to have, file or maintain any mechanic's liens or claims.

17. **Assignment, Sublicense.** The Licensee must not transfer or assign any interest in this Agreement without obtaining the City's prior written permission. An assignment of this Agreement by the Licensee shall not relieve the Licensee from any duties under this Agreement.

18. **Surrender of the Premises.** Upon the Term's expiration, the Licensee shall immediately deliver the Premises to the City without fraud or delay, in good order, condition and repair, in broom clean condition, and free and clear of all liens and encumbrances. Any of the Licensee's personal property remaining on any part of the Premises after the Term may, at the City's option, be deemed to have been abandoned by the Licensee and may be retained by the City as its property or be disposed of, without accountability to the Licensee. The City shall not be responsible for any damage occurring to the Licensee's property remaining on the Premises after the Term.

19. **Default and Termination Provisions.** If the Licensee fails to perform its duties under this Agreement, the City may give notice to the Licensee specifying default and stating that this Agreement shall expire and terminate immediately or on another specified date. No provision of this Agreement to be kept, observed or performed by the Licensee, and no breach of this Agreement by the Licensee, shall be waived, altered or modified except by a written instrument executed by the City. No waiver of any breach shall affect or alter this Agreement, but every provision of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach of this Agreement.

20. **Nondiscrimination; Membership Provisions.**

a. This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in its performance Licensee shall not discriminate against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the City may immediately terminate this Agreement.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Licensee agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of any other provision of this Agreement, a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

c. Licensee agrees to include the immediately preceding subsection, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

d. Licensee further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

e. Licensee agrees, in exercising its rights under this Agreement, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

f. Licensee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

g. Licensee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities or services provided under the Agreement. As a condition of accepting and executing the Agreement, Licensee shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Licensee, (b) to the benefits, services, activities, facilities and programs provided in connection with the Agreement, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Licensee shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

21. **MacBride Principles.**

a. In accordance with Chapter 17-104 of The Philadelphia Code, the Licensee by execution of this Agreement certifies that (i) the Licensee (including any parent company, subsidiary, exclusive distributor or company affiliated with the Licensee) does not have, and will not have at any time during the Term, and investments, licenses, franchises, management

agreements or operations in Northern Ireland, unless the Licensee has implemented the fair employment principles embodied in the MacBride Principles.

b. In performance of this Agreement, the Licensee agrees it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless this supplier, subconsultant or subcontractor has implemented fair employment principles embodied in the MacBride Principles. The Licensee further agrees to include provisions of this subsection (b), with appropriate adjustments for identity of parties, in all subcontracts and supply agreements which are entered into under this Agreement.

c. The Licensee agrees to cooperate with the City's Director of Finance in any manner which he deems reasonable and necessary to carry out his responsibilities under 17-104 of The Philadelphia Code. The Licensee agrees that any false certification or representation under this Section or any failure to comply with this Section shall constitute a substantial breach of Agreement entitling the City to all available rights and remedies. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S.A. 4904.

22. **Books and Records.** For five (5) years after termination of the Agreement, the Licensee shall provide the City with access, in the City of Philadelphia, to all books, documents, papers and records of the Licensee relating directly or indirectly to the Licensee's operation of the Event on the Premises, for audit, examination, and/or copying.

23. **Partial Invalidity.** If a court rules that any provision of this Agreement is invalid, or unenforceable, the remaining provisions shall be valid and enforceable to the extent permitted by law.

24. **Survival.** Any provision of this Agreement, which would reasonably be expected to be performed after the Term ends, and any liabilities arising under this Agreement during the Term, shall survive and be enforceable.

25. **Approvals.** Review and approval by the City shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the documents, work or other matter reviewed or approved. No person or firm should rely in any way on such approval, and at all times, the Licensee, its agents, contractors and subcontractors, must use their own independent judgment as to accuracy and quality of all such documents and other matters. Review and approval by the City shall not constitute and shall not be deemed to constitute approval otherwise required by any and all City departments, boards and commissions, including, without limitation, the City's Department of Licenses and Inspections.

26. **Force Majeure.** If any part of the Premises, after the date of execution, shall be rendered unusable by unforeseen occurrence to an extent that it is unsafe or impossible to hold the Event on the Premises, or if the Event is canceled due to riot, extreme weather, or similar event, the prevention of which is beyond the Licensee's or the City's control, or if a public emergency renders performance of this Agreement by the Licensee or the City impossible, including, without limitation, the requisitioning of the Premises by the federal, state or city governments,

this Agreement shall terminate with respect to the Event without any liability of either party to the other except for those liabilities which arose before the termination.

27. **Termination for Convenience.** The City may terminate this Agreement at any time, for any reason or for no reason. The Licensee shall not be liable for the License Fee with respect to the Event so canceled provided, however, that the Licensee shall reimburse the City, upon demand, its actual out-of-pocket expenditures incurred in connection with the canceled Event and, the City shall not be responsible for any damages, liabilities or expenses whatsoever incurred by the Licensee, or any other party, in direct or indirect relation to the City's exercise of its rights under this Section.

28. **Notices.** All notices from either party to the other shall be written and sent by U.S. registered or certified mail, return receipt requested, postage prepaid, or by hand delivery with receipt obtained, addressed as follows:

Parks and Recreation at:

Commissioner
Parks & Recreation
1515 Arch Street, 10th Floor
Philadelphia, PA 19102

The Procurement Department at:

Commissioner
Procurement Department
1401 JFK Blvd., 1st Floor
Philadelphia, PA 19102

With a Copy to:

Chair, Corporate and Tax Group
City of Philadelphia Law Department
1515 Arch, Street, 17th Floor
Philadelphia, PA 19102

Office of the Managing Director
Special Events
1515 Arch, Street, 15th Floor
Philadelphia, PA 19102

To the Licensee at:

or at such other address which the parties shall have designated by notice given in accordance with this Section 28.

29. **Governing Law; Forum Selection Clause; Consent to Jurisdiction.** This Agreement and all disputes arising under the Agreement shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to the Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums.

30. **Complete Agreement.** This Agreement contains all promises, agreements, conditions and understandings between the City and the Licensee relating to the Premises. Any future agreement shall not modify or amend this Agreement, unless that agreement was properly executed by the City. No oral presentation, whenever made, by any City official or employee shall modify this Agreement's terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Approved as to form
Sozi Pedro Tulante
City Solicitor

CITY OF PHILADELPHIA
by and through its Department of
Parks and Recreation

Per: _____

BY: _____
Commissioner

[Corporate Seal]

[EVENT PRODUCER]

BY: _____
President or Vice-President

BY: _____
(Ass't) Secretary or (Ass't) Treasurer

EXHIBIT “A”

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EXHIBIT “B”

 <p>PHILADELPHIA PARKS & RECREATION</p> <p>James F. Kenney Mayor City of Philadelphia</p> <p>Kathryn Ott Lovell Commissioner Parks & Recreation</p>	<p>Philadelphia Parks & Recreation</p> <p>Special Events Permit Application</p> <p>Events and Festivals</p> <p>2016</p>
	<p>Philadelphia Parks & Recreation Special Events Office Case Building 4300 S. Concourse Drive Philadelphia, PA 19131 215-685-0060</p> <p>www.phila.gov/parksandrecreation</p> <p>This application is intended for the use of organizers of public and private events, festivals, athletic events and those gatherings not directly benefitting the Philadelphia Parks & Recreation department (PPR) through its Friends and community group support network.</p> <p>Follow the steps in this package to get your permit:</p> <p>PPR has designated areas for events. Any gathering of 50 people or more in one location, or any gathering requiring tents, sound systems, staging and/or any type of equipment is considered to be a special event.</p> <p>Arrangements for your event should not be made until you have received permit approval from PPR. Return the completed application to the Special Events Office along with payment and all other required documentation. All five steps in the Special Events Permit Application process must be completed.</p>

Submitting Your Application

Event applicants will be responsible to provide the application fee, site fee, security deposit, staff costs, and insurance indemnification required to receive a permit to hold an event.

- All event applications must be submitted through the PPR Special Events Office. **Applications must be submitted at least ninety (90) days prior to the event.** The application fee of \$25.00 and all other required documentation must accompany the application. Applications submitted less than ninety (90) days prior to the event will be subject to an additional \$30.00 late fee, which must accompany the application. Only completed applications submitted to the Special Events Office will be reviewed. Applications must be mailed or hand-delivered. **Faxed or emailed applications will NOT be accepted.**
- **Submitting an application does not grant the applicant a permit or permission to hold the event.** Once a completed application and the \$25.00 application fee is received, the Special Events Office will contact the applicant to acknowledge receipt of the application, request more information for an extended review, issue a permit, or deny the application.
- Within 30 days of submitting the completed application and \$25.00 application fee, the applicant should receive a pre-permit (conditional) or a denial letter with the application returned.
- For Events & Festivals, Non-Affiliated Group Events, and Athletic Events, as described below, the pre-permit must be signed and returned to the Special Events Office with full payment of the site fee, security deposit, and staff costs, no later than forty-five (45) days prior to the event.
- Once the signed pre-permit and all required payments, certificate of insurance and additional documentation are received, the Special Events Office will execute and issue the authorized permit.
- **The only acceptable form of payment for all application fees, site fees, security deposits, and staff costs is a check, cashier's check, or money order, made payable to Fairmount Park. Credit card payments or cash cannot be accepted under any circumstances. All checks returned for insufficient funds will incur additional charges.**

The attached fee schedule does not apply to sites covered by agreements with third parties, indoor City facilities such as recreation centers, libraries, etc., or events with 5,000 or more attendees. In determining the site fee for events with over 5,000 attendees, the following factors shall be considered:

- The length of time of the event;
- The nature of use, including but not limited to, the location of the event and the type of equipment to be brought into the site, and the displacement of any other uses caused by the event and its set-up and/or disassembly;
- The number of people expected to attend;
- Whether the applicant will charge admission to attendees;
- The size and type of the event, including the size of any staging and other event support structures;
- The type and extent of City services required to support the event.

Special Event Category Definitions

Events & Festivals (attendance of no more than 5,000 spectators/participants. Restrictions may apply.)

These are large events held by non-profit and for-profit organizations which are open to public participation and may include, but are not limited to, promotional or commercial events, concerts, or other artistic or cultural performances, and do not otherwise constitute athletic events as defined below. Most of these events

will require that the applicant enter into a license agreement with PPR and reimburse the cost of all City services. **Themed events that include, but are not limited to, artificial coloring, obstacles, costumes and character representation, lighting, water features, landscape or property alterations, or any other feature of the event deemed to be unsafe, inappropriate, or an inconvenience to other park users, stakeholders, or the surrounding community cannot be considered.**

Special regulations and application procedures for Park "A" Sites listed below:

East Terrace of the Philadelphia Museum of Art*
Fairmount Water Works
Rittenhouse Square

* Event organizers interested in using the East Terrace should contact the Philadelphia Museum of Art before completing this application

Once the completed application and \$25.00 application fee are received, the Special Events Office will approve the proposed event date and times. 50 percent of the site fee must be paid immediately to secure the date. Ten (10) business days prior to any setup for the event, the remainder of the site fee, including the security deposit and any overtime reimbursement must be paid in full.

At least one PPR staff person will be required at all Park "A" sites during setup, the event, and break down of the event. The applicant will be responsible for all costs associated with staff time and will be required to reimburse any additional costs to PPR, either directly or as a deduction from the refundable security deposit.

- Cancellations must be made in writing and addressed to the PPR 1st Deputy Commissioner for Parks & Facilities.
- Cancellations made more than 60 days prior to the event date will receive 75% refund of the security deposit.
- Cancellations made 30-60 days prior to the event date will receive a 50% refund of the security deposit.
- Cancellations made less than 30 days prior to the event date will forfeit the entire security deposit.

Non-Affiliated Group Events (attendance of no more than 1,000 spectators/participants. Restrictions may apply.)
These are events which are hosted by non-profit organizations whose primary mission is not related to any PPR initiative, asset, or program. The size or scope of these events does not rise to the level of an Event and Festival but will require a certificate of insurance and may require City support. Level 4 events in this category may have up to two (2) vending locations limited to a 10 foot by 20 foot space each, but no promotional tents or vehicles, or any kind of corporate signs or banners will be permitted.

Athletic Events (attendance of no more than 5,000 spectators/participants. Restrictions may apply.)

Athletic events are any recreational or sporting events designed for public participation including, but not limited to, regattas, road races, cycling races, walks, etc., and have an athletic activity as the primary focus of the event. Sales of any kind, promotional tents or vehicles, corporate signs or banners, amplified sound (except for public address announcements), and music are prohibited in Level 1, 2, or 3. **Athletic Levels 1V, 2V, and 3V will permit up to two (2) vending locations limited to a 10 foot by 20 foot space each, but no promotional tents or vehicles, or any kind of corporate signs or banners will be permitted.** Athletic permits at Level 4 are permitted to have amplified sound, including music and corporate sponsorship signage and banners, but no vending. All athletic events that require road closures must begin the active portion of the event (the race, the walk, etc.; not the set-up, registration or administrative portion of the event) no later

than 8:30am so as to ensure the timely re-opening of traffic lanes and roadways. If the event course distance is greater than a 5K, the active portion of the event must begin no later than 7:30am so as to ensure the timely re-opening of traffic lanes and roadways.

Individuals (attendance of no more than 100 participants.)

These are private events hosted by an individual that is not affiliated with, or representing, a for-profit or non-profit group or organization. No City services will be provided, and the applicant will be required to indemnify and hold PPR and the City of Philadelphia harmless.

Rules and Regulations for a Permitted Event

- A copy of the permit must remain on site for review at all times.
- No rain dates will be issued.
- Permits are non-transferable.
- The official PPR department logo must be used in all printed and electronic materials (brochures, flyers, banners, t-shirts, websites, advertisements, or giveaways) produced in association with the event at a size equivalent to no less than one-half of the presenting sponsor's logo.
- Parking or driving on grass, service roads or athletic fields is strictly prohibited. Applicants shall ensure that their guests, vendors, concessionaries and exhibitors shall not park or drive vehicles on grass, service roads, or athletic fields. Failure to comply may result in the issuance of citations by the PPR Rangers or the Philadelphia Police Department.
- Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub, or natural amenity in any park area is strictly prohibited and automatically forfeits all or part of the security deposit. Any ground markings on paved or turf areas must be done with non-permanent materials.
- The use of aerial or above ground photography equipment may require additional approvals and/or incur additional charges.
- No corporate advertisements or logos promoting alcohol products, tobacco products, or adult entertainment will be permitted.

Benjamin Franklin Parkway Rules and Regulations

- Staking of any kind which includes, but is not limited to, tenting, guide wires, grounding rods, tethering lines and/or signs post is strictly prohibited and automatically forfeits all or part of the security deposit.
- Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub, or natural amenities on the Benjamin Franklin Parkway is strictly prohibited and automatically forfeits all or part of the security deposit.
- Parking or driving on grass, sidewalks, or grass panels is strictly prohibited. Applicants shall ensure that their guests, vendors, concessionaries and exhibitors shall not park or drive vehicles on grass, sidewalks, or grass panels.

Site Fees, Security Deposits, and Insurance

- All applications must be completed and submitted to the Special Events Office as specified in the Submitting Your Application section on page 2.

- Applicant will be charged 50 percent of the quoted daily site fee for each set up and break down day associated with production of the event.
- No refunds will be granted for **any** cancelled events or inclement weather conditions. All checks returned for insufficient funds will incur additional charges.
- Security deposits will be refunded approximately 60 days following the event date if all requirements are met and the site is left clean and without damage.
- The certificate of insurance must evidence, at a minimum, general liability with a \$1,000,000 per occurrence limit of liability, specifically naming **the City of Philadelphia, its officers, employees and agents** as an additional insured. The City reserves the right to require higher limits if the event so warrants. Applicants who do not possess general liability insurance may be eligible to acquire the appropriate insurance through the City’s Office of Risk Management.
- Failure to obey the above rules and regulations will result in the forfeiture of all or part of the event security deposit. Listed below are penalties for permit violations. Refer to the table below for a listing of common violations and their respective penalties. All penalties will be deducted from the event security deposit, unless otherwise agreed to in writing. Penalties that exceed the security deposit paid in advance and being held by PPR will result in an outstanding balance that must be paid upon receipt of notice and prior to consideration of future Special Event permit requests. PPR may deny future Special Event permit requests from any applicant if an outstanding balance exists.

Unauthorized vehicles on grass, athletic fields, pathways or service roads	Cost of repair, as determined by PPR staff
Portable Toilets and hand washing stations on grass	\$25 per unit
Portable Toilets and hand washing stations left after 48hours	\$25 per unit
Damage to Park property	Cost of repair, as determined by PPR staff
Misrepresentation of any factual information required throughout the application process or event implementation	Denial of future requests and/or forfeiture of security deposit
Fastening or attaching any object to any tree, shrub, or natural amenity	Forfeiture of all or part of the security deposit

Amenities

- PPR does not provide amenities such as sound systems, tables, chairs or other support materials and services.
- Provisions for parking are not included in the issuance of any event permit.
- PPR does not provide portable restrooms or disposable trash containers for Events. These amenities must be procured by the applicant. The appropriate number of these amenities will be determined by the PPR Special Events Manager.
- Tents or canopies measuring over 100 square feet may require additional permits from the City of Philadelphia Department of Licenses & Inspection. Any tent or canopy measuring over 400 square feet will require a separate permit from the Department of Licenses & Inspection. Check the City’s website for additional information at www.phila.gov.

Other City Departments and Permits

Any event may require additional permits, approvals, or services from other departments in City government. Below are contact numbers for various services that may be required.

Police - Sgt. M. Bergiven 215-685-1563 michael.bergiven@phila.gov. Police are required for any road closures, crowd control, gated or admission charged events, or events with alcohol being served.

Fire – Lt. J. Taylor 215-685-9170 e-mail – james.c.taylor@phila.gov. The Fire Department must be contacted for all events. The Fire Department will determine the appropriate levels of emergency medical coverage required.

Health Department – J. Logan 215-685-7493 james.logan@phila.gov Any event planning to distribute, sell or sample food must contact the Health Department for approval and permit.

Licenses and Inspection – M. Blaney 215-686-2522 e-mail - maureen.blaney@phila.gov. Any event having tents, sales, structures, or electrical generators of any kind must have a permit or license from the Department of Licenses and Inspections.

Managing Director’s Office - M. Sabb 215-686-3488 e-mail - mechelle.sabb@phila.gov. Requests for all other City services must be submitted to the Managing Director’s Office. These services include street cleaning, sound, and general permission from the city.

PPR Approved Food Vendors – M. Wilken 215-683-0232 email – marc.wilken@phila.gov.

Any event that desires to include Food Trucks at their events can contact the PPR Concessions Manager for a current list of licensed food vendors approved by Philadelphia Parks & Recreation.

Fee Schedule

	Attendance	Daily Site Fee	Security Deposit	Insurance Required	Amplified Sound	Stages	Tents	Corporate Sponsorship and Signage	Sampling * Giveaways * Vendors
Events & Festivals (as defined on page 3) Park "A" sites (as defined on page 3) All payments must be submitted 45 days prior to event. Level 4 is for all B.F. Parkway events	Level 1	Up to 1,000	\$3,000	\$2500	Yes	Yes	Yes	No	Giveaways Only
	Level 1 Park "A"	Up to 1,000	\$5,000	\$2500	Yes	Yes	Yes	No	Giveaways Only
	Level 2	1,001 – 3,000	\$4,000	Site impact	Yes	Yes	Yes	Yes	Giveaways Only
	Level 2 Park "A"	1,001 – 3,000	\$7,500	Site impact	Yes	Yes	Yes	Yes	Giveaways Only
	Level 3	3,001 – 5,000	*\$6,000	Site impact	Yes	Yes	Yes	Yes	Yes
	Level 3 Park "A"	3,001 – 5,000	*\$10,000	Site impact	Yes	Yes	Yes	Yes	Yes
	Level 4	N/A	*\$20,000	Site impact	Yes	Yes	Yes	Yes	Yes
Non-Affiliated Group Events (as defined on page 3) All payments must be submitted 45 days prior to event. (This category is not for Park "A" Locations)	Level 1	0 –150	\$150	\$250	Yes	No	No	No	No
	Level 2	151-250	\$250	\$500	Yes	Yes	No	No	No
	Level 3	251-500	\$500	\$1500	Yes	Yes	Yes	No	No
	Level 4	Up to 1,000	*\$1500	\$2500	Yes	Yes	Yes	No	Vending, 2 locations only
Athletic Events (as defined on page 3) All payments must be submitted 45 days prior to event.	Level 1	Less than 1,000	\$1000	\$1500	Yes	P.A.Only	Yes	No	Giveaways Only
	Level 1V	Less than 1,000	*\$1500	\$2500	Yes	P.A.Only	Yes	No	2 Locations
	Level 2	1,000 to 1,500	\$2000	\$1500	Yes	P.A.Only	Yes	No	Giveaways Only
	Level 2V	1,000 to 1,500	*\$2500	\$2500	Yes	P.A.Only	Yes	No	2 Locations
	Level 3	1,501 to 3,000	\$3000	\$2500	Yes	P.A.Only	Yes	No	Giveaways Only
	Level 3V	1,501 to 3,000	*\$3500	\$5000	Yes	P.A.Only	Yes	No	2 Locations
Individuals (as defined on page 3)		1-100	\$500	Site impact	No	No	No	No	No

*Any event having the sale of alcohol will incur an additional \$1,000 Daily Site Fee surcharge, and comply with the PPR Special Events Alcohol Policy.

The Daily Site Fee for non-Philadelphia based applicants will be double the stated rate.

Applicants will be charged half of the Daily Site Fee for each set-up and breakdown day associated with the production of the event.

Daily Site Fees are non-refundable.

Philadelphia Parks & Recreation

2016 Special Events Permit Application

Complete the following five steps and return this portion of the application along with the application fee of \$25.00, made payable to Philadelphia Parks and Recreation. Applications submitted less than 90 days prior to the event must include an additional \$30 late fee.
Faxed or emailed copies of this application will not be accepted.

Step 1. Provide Event Information

Name of the event _____

Park and specific location requested _____

Day(s) and Date(s) of event (no rain dates) _____

Setup and breakdown dates, if applicable _____

Hours of event. Setup time _____ start time _____ finish time _____ breakdown time _____ Attendance _____

Description of Event _____

PPR services requested (electrician, plumber, clean-up, other) _____

Name of individual or organization _____

Street address _____

City _____ State _____ Zip Code _____

Non-profit organization? If yes, please attach current verification of 501 (c)(3) status. Yes No

Event Coordinator _____

Daytime phone number _____ Cellphone number _____

E-mail address _____

On site contact on event day _____

Step 2. Select Type of Permit

Consult the table on the previous page in order to determine which type and which level or category of permit is suitable for the event you are planning. Check the corresponding box below. Final determination will be made upon PPR review.

Non-Affiliated Group Events

- Level 1
- Level 2
- Level 3
- Level 4

Events & Festivals

Other Sites

- Level 1
- Level 2
- Level 3
- Level 4

Park "A"

- Level 1
- Level 2
- Level 3
- Level 4

Athletic Events

- Level 1
- Level 2
- Level 3
- Level 4
- Level 1V
- Level 2V
- Level 3V

- Individuals

3. Additional Information

Amplified sound? (PPR does not provide sound systems) Amplified sound is subject to the City of Philadelphia Noise Ordinance. Describe the type of amplified sound (music and/or PA system) and list hours (no sound system may be used before 7 AM).

Vendor or Contractor providing the service _____

Tents? (Tent company must contact Special Events Office before any installation)
If tents or canopies are planning to be erected, please describe .

Quantity _____ Sizes _____ Total Square feet _____

Vendor or Contractor providing the service _____

Alcohol at events is subject to restrictions and requirements. Any event having the sale of alcohol will incur an additional \$1,000 Daily Site Fee surcharge. All events with the sale or distribution of alcohol must comply with the PPR Special Events Alcohol Policy.

Are you requesting permission to vend beer or wine?	Yes	No
Are you requesting permission to give away beer or wine?	Yes	No

Vendors, corporate sampling, or product giveaways.

Will you be requesting permission to display corporate banners, flyers or logos?	Yes	No
Will you be requesting permission to vend food and/or merchandise?	Yes	No
Will you be distributing any sample products or merchandise?	Yes	No
Are you requesting permission to give participants food or merchandise?	Yes	No

Step 4. Read and initial at each blank space

- All permits are subject to the following provisions: _____
- The official PPR logo will be used in all printed and electronic materials (brochures, banners, t-shirts, websites, advertisements, or giveaways) produced in association with the permitted event at a size equivalent to no less than ½ the presenting organization or sponsor's logo. _____
- The staff costs for all City of Philadelphia employees must be paid in advance if charges are to be incurred. _____
- A copy of the permit must remain on-site for review at all times. _____
- Applications must be made to the City of Philadelphia and/or the Commonwealth of Pennsylvania for alcohol, food and other licenses, which are required to hold your event. _____
- PPR is not able to provide amenities such as portable restrooms, sound systems, tables, chairs or other support materials and services. _____
- The permit holder is required to secure portable restrooms, washing stations, disposable trash containers, and all other amenities required to support the event. _____
- No tobacco product may be used on any land or facility under the jurisdiction of PPR and the permit holder is responsible to ensure that all event participants and spectators are notified of such, throughout the time of the permit, and in compliance. _____
- Any single tent or canopy measuring over 100 square feet requires a permit from the City of Philadelphia's Department of Licenses and Inspections. _____
- Applicant/organization must submit a certificate of insurance to the Special Events Office no later than 30 days prior to the event. A permit will not be issued if an acceptable Certificate of Insurance is not received. _____
- Applicant/organization's address, checks for all payments, and Certificate of Insurance must be the same on all documents. _____
- I have carefully read all of the above instructions, rules, regulations on all the pages in this application and agreed to abide by the requirements contained therein. _____

Step 5. Sign and return with all payments and required documentation

For Organizer:

Organizer (Legal Name of Organization) _____

Name of Authorized Signing Party: _____ Title/Position _____

Signature: _____ Date: _____

EXHIBIT "C"

**Office of Special Events
Managing Director's Office**
1401 JFK Blvd.
Municipal Service Building, Suite 1430
Philadelphia, PA 19102
Phone: 215-686-3488
Fax: 215-686-3479
WWW.PHILA.GOV/MDO/SPECIALEVENTS



Michael A. Nutter, Mayor
Richard Negrin, Esq., Managing Director
Jazelle Jones, Deputy Managing Director &
Director of Operations

City of Philadelphia Special Events Application



Application Fee: \$25.00

(Check or money order only, payable to the City of Philadelphia. Cash is not accepted.)

General Information About Special Events:

Planning an event? Please follow these steps to get a permit,

Please read, complete, and submit the application below to request a special event permit. **Applications are required to be submitted (90) days in advance.** Applications submitted less than (90) in advance must include an additional \$30.00 late fee. Please plan accordingly. There is a \$25.00 non-refundable administrative processing fee for this form. **This form is not a permit.** The completion of the application does not constitute an automatic approval.

If your event is a demonstration, protest, or rally, please complete and submit the Demonstration Permit Application.

You are encouraged **NOT** to make any additional arrangements for your event until you have received an approval (permit) for your event.

Commercial Liability Insurance may be required by the City of Philadelphia's Risk Management Department. (Will be determined during the review process)

Other applications may be required i.e.,

- City of Philadelphia Fire/Emergency Medical Services (EMS)
- Department of Health Temporary Special Events Application and Sponsor Application for any event that will be requesting permission to sell or sample food and/or beverages.
- Dept. of Parks & Recreation for the use of recreation centers, designated park areas, bleachers, or the Showmobile.
- Department of Licenses and Inspections for the sale of food or merchandise or for tents larger than 400 square feet.
- Streets Department issues permits for festivals and block parties in areas **not** controlled by Dept. of Parks & Recreation.

Refer to each application for the appropriate fees and mailing address. Failure to forward your application to the appropriate address will cause a delay in the process.

Note: Applicant is solely responsible for costs incurred for City services rendered for the event, i.e.,

- Police, Public Property, Licenses and Inspections, Sanitation, etc. A cost analysis will be provided prior to issuance of a fully executed permit when necessary.

If you have any questions regarding this process or need any additional assistance, please contact Jazelle Jones, Deputy Managing Director, Michelle Sabb, Deputy Director of Operations, or Robert Allen, Asst. Managing Director at 215-686-3488.

Please remit payment by check or money order with your completed application(s). No cash will be accepted.



City of Philadelphia Special Events Application

Please read and complete the 5 steps and return this portion of the application along with the required fee of \$25.00 **made payable to the City of Philadelphia**. Faxed copies of this application will not be accepted.

Step 1. Event Information

Name of Event: _____

Description of Event: _____

Specific Location Requested: _____

Date(s) of Event: _____ Set-Up Date/Time: _____ Breakdown Date/Time: _____

Hours of Event, If Athletic Event, Please Include Step Off Time: _____

Alternate Date(s) and Location(s): _____

Estimated Attendance (Crowd Size): _____

Name of Individual or Organization: _____

Non-Profit – If Yes, Please Verify Status: No Yes If Yes, Tax ID# _____

Event Coordinator: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone Number: _____ Fax Number: _____

E-Mail Address: _____

On site Contact On Event Day: _____ Cell Number: _____

Step 2. Additional Information – Privately Supplied Equipment

Amplified Sound

Any amplified sound is subject to the City of Philadelphia Noise Ordinance

List Hours (no sound may be used before 7am): _____

Vendor or Contractor providing the service: _____

Stages

If you are planning to utilize staging, please describe:

Quantity: _____ Sizes: _____

Vendor or Contractor providing the service: _____

Tents

If you are planning to erect tents or canopies, please describe (*Single tents or canopies measuring over 400 square feet require a permit from the Department of Licenses and Inspections.*)

Quantity: _____ Sizes: _____ Total Square Feet: _____

Vendor or Contractor providing the service: _____



City of Philadelphia Special Events Application

Please read and complete the 5 steps and return this portion of the application along with the required fee of \$25.00 made payable to the City of Philadelphia. Faxed copies of this application will not be accepted.

Step 2. Additional Information – Privately Supplied Equipment (cont.)

Vendors and Corporate Sampling or Product Giveaways

Will you be requesting a permit to vend food, or distribute samples of any food products? No Yes
(Health Department permit required)

If yes, provide vendor names: _____

Will you be selling retail merchandise? _____ No Yes
(License and Inspection permit required)

Step 3. City Equipment / Services Requested

Stage(s) Quantity: _____ Size(s): _____ **Bunting?** No Yes **Color:** _____

Showmobile (Parks & Recreation Mobile Stage – 16'x24') **With Sound?** No Yes

Amplified Sound (Please indicate below)

Portable PA System (Public Address w/ Small, Portable Speakers) Quantity: _____

PA System (Public Address w/ Overhead Horns) Quantity: _____

Small Sound System (2 Speakers - 1200 Watts) Quantity: _____

Medium Sound System (4 Speakers & Monitor – 2500 Watts) Quantity: _____

Philly Sound System (4 Speakers, 2 Monitors & Sub-Woofer – 7500 Watts) Quantity: _____

Concert Sound System (4 Speakers, 2 Monitors & 4 Sub-Woofer – 14,000 Watts) Quantity: _____

Podium Quantity: _____

Mult. Box (Press Plug-In) Quantity: _____

CD Player Quantity: _____

Microphone **Please specify "stand-up" or handheld** _____ Quantity: _____

Barricades (Metal - Bike Rack Style; 8 Feet Long) Linear Feet: _____

PLEASE NOTE THAT THE CITY OF PHILADELPHIA IS UNABLE TO PROVIDE ELECTRICAL POWER IN THE FORM OF DROPS AND/OR GENERATORS FOR SPECIAL EVENTS TAKING PLACE OUTSIDE OF THE FAIRMOUNT PARK SYSTEM.

GENERATORS MUST BE INSTALLED & OPERATED BY A LICENSED ELECTRICIAN WITH ALL NECESSARY ELECTRICAL PERMITS FROM THE DEPARTMENT OF LICENSES & INSPECTIONS.



City of Philadelphia Special Events Application

Please read and complete the 5 steps and return this portion of the application along with the required fee of \$25.00 made payable to the City of Philadelphia. Faxed copies of this application will not be accepted.

Step 3. City Equipment / Services Requested (cont.)

- Bleachers Quantity: _____
- Philadelphia Fire Dept. EMS Coverage (EMS coverage required if expected attendance is greater than 2,000 people)
- Street Cleaning (Please specify before, after, or both) _____
- Trash / Recycling Pickup (Please specify before, during, after, or all) _____
- Trash Bins Quantity: _____ Recycling Bins Quantity: _____

***NOTE:** Applicant is solely responsible for costs incurred for City services rendered for the event.

Step 4. PLEASE READ

No alcohol is permitted without the approval of the PA Liquor Control Board. A copy of the permit must remain on-site for inspector's review. Applicants must apply with the City of Philadelphia and/or the Commonwealth of PA for alcohol, merchandise vending, food vending, and other sampling.

The City is unable to provide certain amenities such as port-a-johns/portable washrooms, tables, chairs, trash boxes, and tents/canopies. The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes, and tents/canopies for the event at the applicant's expense. Failure to adequately provide such amenities could result in the event applicant(s) or coordinator(s) inability to hold future events in the City of Philadelphia.

Special Events cancellations or cancellation of requested services must be made in writing (10) days prior to the event. In the event of inclement weather, cancellations or requests to reschedule must be made in writing at least (48) hours prior to the event. Failure to provide written verification may result in the sponsor(s) being required to reimburse the City of Philadelphia for the agreed upon services.

A certificate of insurance, addressed to the City of Philadelphia, Office of the Director of Finance, Risk Management Division, 1515 Arch Street - 14th Floor, Philadelphia, PA 19102 is required. The certificate must evidence General Liability Insurance, with a \$1,000,000.00 limit of liability, naming the City of Philadelphia, its officers, agents, and employees as additional insured, while specifically referencing the scheduled event. Each vendor and/or contractor must provide proof of insurance.

Step 5. Complete, Sign, and Date

By signing and submitting this Special Events Application, the sponsoring organization agrees to indemnify, defend and hold harmless the City of Philadelphia and its officers, employees, and agents from and against any and all losses, costs (including but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Event sponsor's act or omission or negligence or fault or the act or omission or negligence or fault of Event sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit.

Legal Name of Organization: _____

Authorized Signer: (print name) and Title: _____

Signature: _____ Date: _____

EXHIBIT ‘D’

City of Philadelphia

Philadelphia Fire Department Emergency Medical Services (EMS) Special Event Application

Name of the event: _____

Type of event: _____

Location: _____

Date(s) of event: _____

Hours of event: _____

Estimated attendance (include participants and spectators): _____

Special Needs: _____

Name of sponsoring organization: _____

Event Coordinator: _____

Street address: _____

City State Zip Code: _____

Contact phone number: _____ Cell number: _____

E-mail address: _____

The Philadelphia Fire Department assesses all EMS needs within the City for Special Events. The Fire Department will contact you to meet to discuss the proper EMS coverage (if applicable) for this particular Special Event. Fire Department services are fee based.

Return Application to: Philadelphia Fire Department
EMS Special Events
115 W. Luzerne St.
Phila., PA 19140

Or fax to: 215.685.9167

Any questions call: 215.685.9170

** Application must be completed at least 60 days before the event date **

EXHIBIT ‘E’

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EXHIBIT “F”

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EXHIBIT “G”



**PHILADELPHIA
PARKS &
RECREATION**

City of Philadelphia Parks and Recreation Mark



City of Philadelphia Seal



City of Philadelphia Mark

Exhibit "H"

EVENT TURF AND TREE REPAIR SPECIFICATIONS

I. TURF REPAIR

A. General Turf Compaction Repair

Damaged turf areas on the Premises shall be restored to the same condition it was in at the Commencement of the Term to the reasonable satisfaction of the Executive Director. If required by Executive Director, Event Organizer will commence performance the following General Turf Compaction Repair procedures within 24 hours of the termination of the Event:

- (1) Event Organizer will conduct a soil test to determine fertility and lime needs and make the results available to Executive Director for review.
- (2) Turf area will be aerified into two directions then disc seeded in two directions with the following seed mix: 25% Mustang, 25% Shortstop₁, 25% Crossfire, 25% Pennfine.
- (3) Tree turf mowing at intervals specified by the Executive Director. Event Organizer must notify Executive Director in writing, 48 hours in advance of each mowing.
- (4) After the second mowing Event Organizer will perform fertilization inspection and provide Executive Director with a fertilizer recommendation.
- (5) Executive Director will inspect the General Turf Compaction Repair task after the third mowing to consider approval of the work. Any area deemed unacceptable by Executive Director must be reseeded to Executive Director's specifications.
- (6) Event Organizer is responsible to irrigate the Premises to insure germination and acceptable growth.
- (7) Event Organizer will arrange for all General Turf Compaction Repair work set forth herein to be performed under the direction of the Executive Director, by qualified contractors who have been approved by the Executive Director.
- (8) Where reasonably feasible, Event Organizer shall complete all General Turf Compaction Repair by the termination of the Term of the Agreement. If the completion of such work is not feasible, Event Organizer must notify Executive Director, prior to this termination of the Term of the Agreement, as to:
 - (a) what General Turf Compaction Repair work has not been completed,
 - (b) what steps Event Organizer is taking to complete such incomplete work,and

- (c) when such incomplete work will be completed.

B. Extensive Turf Compaction Repair and Rutting

All topsoil shall be repaired to the same condition as at the commencement of the Term, to Executive Director’s reasonable satisfaction. If required by Executive Director, Event Organizer will commence performance of the Extensive Turf Compaction Repair and Rutting procedures within 24 hours of the termination of the Event:

(1) Deep ruts (greater than three inches) must be backfilled with topsoil before over seeding is commenced.

(2) Topsoil must be treated so that it conforms to the following acceptable topsoil content analysis:

- (a) Acidity range shall pH 5.0 - 7.0 inclusive and contain not less than 6.0 % organic matter.
- (b) Physical analysis of topsoil shall be as follows:

<u>Diameter</u> <u>Oven Dry Weight</u>	<u>Quantity</u> <u>Size Fraction</u>	<u>Particle</u> <u>(m.m.)</u>
40 – 65%	Sand	.05 – 2.0
25 – 50%	Silt	.002 - .05
Less than 20%	Clay	Less than .002

- (c) Within 24 hours of receipt by Event Organizer, Event Organizer will deliver all topsoil laboratory analysis reports to Executive Director.

(3) Topsoil shall be reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 1-1/2 inches in their greatest dimension, noxious weeds, sticks, brush, litter and other deleterious matter.

(4) Event Organizer will arrange for all Extensive Turf Compaction Repair and Rutting work set forth herein to be performed by qualified contractors who have been approved by the Executive Director.

(5) Where feasible, Event Organizer shall complete all Extensive Turf Compaction Repair and Rutting work by the termination of the Term of the Agreement. If the completion of such work is not feasible, Event Organizer must notify Executive Director, prior to the termination of the Term of the Agreement, as to:

- (a) what Extensive Turf Compaction Repair and Rutting work has not been completed,
- (b) what steps manager is taking to complete such incomplete work, and

- (c) when such incomplete work will be completed.

II. TREE CARE REPAIR AND REPLACEMENT SPECIFICATIONS

Event Organizer must take the following measures to protect all trees on the Premises during the Term of the Agreement and any other period during which Event Organizer was access to the Premises:

- A.** No motor vehicles may come within 10 feet of any tree or tree root zones.
- B.** Where an activity is to take place within 10 feet of any tree(s), Event Organizer must protect such tree(s) by installing wooden or plastic snow fence around tree(s), at the tree's drip line.
- C.** No tree shall be used as post for nailing, tracking or fastening any sign, notice or advertising display.
- D.** No cooking or barbecue pits are permitted under any tree or within 10 feet of any tree.
- E.** Any tree branches which are broken as a direct or indirect result of the Event must be pruned back to a crotch deemed to be healthy by Executive Director.
- F.** Any damage to tree trunks or crowns as a direct or indirect result of the Event must be repaired to the satisfaction of the Executive Director. This work could include, but may not be limited to, fertilizing, bard tracing and pruning.
- G.** If any tree dies or if, in Executive Director's opinion, a tree is damaged beyond any repair as the direct or indirect result of the Event, Event Organizer shall, within 72 hours of the termination of the Event, replace such dead or damaged tree with a tree or trees of equal value, size and where feasible, species. Event Organizer will also be responsible for the removal of the existing dead or damaged tree and stump. Stump grindings shall be removed from site and area backfilled with topsoil and seeded in accordance with the Event Turf Repair Specifications set forth herein.
- H.** No debris may be placed or stored around any tree or within 10 feet of any tree.
- I.** Event Organizer will arrange for all necessary tree care repair and replacement to be performed under the direction of the Executive Director, by qualified contractors which have been approved by the Executive Director.
- J.** If reasonably feasible, Event Organizer shall complete all Tree Repair and Replacement work by the termination of the Term of the Agreement.

EXHIBIT ‘I’

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APPENDIX B

(CONSISTING OF APPENDIX B-1 AND APPENDIX B-2)

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED
OWNED BUSINESS ENTERPRISES**

INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s antidiscrimination policy is applicable to this Request for Proposals (“RFP”).

The Office of Economic Opportunity has approved the following projected ranges of participation for this RFP which serve as a guide in determining each Respondent’s responsibility and relate to the total dollar amount of the Concession Fee as defined in the RFP:

MBE - 15% to 20%

And/OR

WBE - 15% to 20%

These ranges represent the percentage of MBE and/or WBE (collectively, “M/WBE”) participation that should be attained by M/WBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through Respondent’s exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/WBEs. These ranges are derived from an analysis of factors such as the size and scope of the contract and the availability of certified M/WBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the RFP and failure to submit the required information will result in rejection of your proposal.

Respondent hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Respondent also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this RFP, Respondent fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women’s business enterprises.

A. M/WBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency¹ and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No Respondent that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/WBE participant shall be considered to meet the range(s) if the M/WBE participant does not perform a commercially useful function (“CUF”). An M/WBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the RFP) which is worthy of the dollar amount of the M/WBE Subcontract and the M/WBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/WBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/WBE’s NAIC codes. Participation that is not commercially useful will not be counted.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Respondents will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE submitting as the prime Respondent is required, like all other Respondents, to submit a proposal that is responsive to the Policy. The M/WBE Respondent will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range). In addition, the participation of an M/WBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/WBE partner’s ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/WBE partner(s) must derive substantial benefit from the arrangement;
- The M/WBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/WBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, Respondents are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the Concession Fee the participation represents. In calculating the

¹ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Respondent is strongly encouraged to search the Pennsylvania Unified Certification Program (“PaUCP”) Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

percentage amount, Respondents may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from Respondents in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the M/WBEs that have been solicited and that will be used by the Respondent on the contract, if awarded; where the proposal satisfies the M/WBE participation ranges for that contract, the Respondent is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Respondents must submit documentary evidence of MBEs and WBEs who have been solicited and with whom commitments have been made in response to each of the participation ranges included in this RFP. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow Respondents to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Respondents should only make actual solicitations of M/WBEs whose services or materials are within the scope of this RFP. Mass mailing of a general nature to M/WBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The Respondent's listing of a commitment with an M/WBE constitutes a representation that the Respondent has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City ("Contract Commitment").

- If the Respondent has entered into a joint venture with an MBE and/or WBE partner, the Respondent is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/WBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/WBE participation ranges ("Request For Reduction/Waiver"). Respondent, through the submission of documentary evidence must show that Respondent took all necessary steps and made reasonable efforts to achieve the M/WBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/WBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive; the City, at its sole discretion, may allow Respondents to submit or amend their submission at any time prior to award which may result in revision to Respondent's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent.

- Any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the OEO that Respondent has not engaged in

discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's efforts to achieve participation within the ranges, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Respondent's documentary evidence will be reviewed by the OEO to determine whether Respondent exercised Best and Good Faith Efforts in response to the participation ranges. **Respondent's expressed desire to self-perform services with its own employees will not excuse Respondent from exercising Best and Good Faith Efforts to include M/WBEs in its proposal and cannot be used as a basis for requesting a reduction or waiver of the participation ranges.** OEO's review will include consideration of the following:

- Respondent's contracting activities and business practices on similar public and private sector contracts. For example, if Respondent rejects any M/WBE based on price, Respondent must fully document its reasons for the rejection and also demonstrate that Respondent subjects non-M/WBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/WBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/WBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by Respondent. The OEO will also investigate whether M/WBEs were accorded the same level of outreach as non-M/WBEs, for example whether Respondent short listed M/WBEs for participation or solicited M/WBEs at any pre-proposal meetings.
- Whether the Respondent's contracting decisions were based upon policies which disparately affect M/WBEs. OEO will ascertain whether Respondent selected portions of work or material needs consistent with the capacity of available M/WBE subcontractors and suppliers. OEO will consider whether Respondent employed policies which facilitate the participation of M/WBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the Respondent's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department. If the proposal is determined nonresponsive by the OEO, the Respondent will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful Respondent is required to enter into legally binding agreement(s) ("M/WBE Subcontract(s)") with its M/WBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/WBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total value of the Concession Fee (including any increase in Concession Fee). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful Respondent is required to pay its M/WBE participants promptly for services performed under the contract (including the supply of materials). In connection with the payment of its M/WBE participants, the successful Respondent agrees to fully comply with the City's electronic payment verification systems.

3. No privity of contract exists between the City and any M/WBE participant identified in any contract resulting from this RFP. The City does not intend to give or confer upon any such M/WBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 03-12 or by reason of any contract resulting from the RFP except such rights or remedies that the M/WBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the Respondent has discriminated against a M/WBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the Respondent including debarment of the Respondent from submitting and/or participating in future City contracts for a period of up to three (3) years. 2013 Concession RFP Ranges.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Respondent's place of business and/or job site and obtain documents and information from any Respondent, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Respondent's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The successful Respondent shall maintain all books and records relating to its M/WBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following expiration of the contract. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful Respondent agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful Respondent's fulfillment of its M/WBE commitments.

F. REMEDIES

1. The successful Respondent's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful Respondent has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract, which includes termination of the Contract, debar successful Respondent from proposing on and/or participating in any future contracts for a maximum period of three (3) years. These remedies are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this RFP nor shall it give rise to actions by any third parties including identified M/WBE participants.

APPENDIX B-1

SPECIAL ANTIDISCRIMINATION CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS FOR APPLICANTS THAT ARE NONPROFIT ORGANIZATIONS

In response to the objectives of Executive Order 03-12, Applicants that are nonprofit organizations will be required to submit the following information to the Office of Economic Opportunity (OEO):

1. Identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's workforce;
2. Identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's board of directors or trustees;
3. A list of the nonprofit Applicant's five highest dollar value M/W/DSBE suppliers of products and services; and
4. The nonprofit Applicant's statement explaining its efforts to maintain a diverse workforce, a diverse board of directors and operate a fair and effective supplier diversity program.

Please use the attached form, "Diversity Report of Nonprofit Organizations," to submit this information, attaching additional pages as needed. This information should be submitted with the Applicant's proposal, but the City, at its sole discretion, may allow applicants to submit or amend this form at any time prior to award.

If a nonprofit organization is responding to a contract opportunity where ranges have been established for M/W/DSBE participation, in addition to the "Diversity Report of Nonprofit Organizations" form, a nonprofit Applicant must also complete and submit with its proposal the "Solicitation for Participation and Commitment" form included in this Appendix.

APPENDIX B-2

FORMS

City of Philadelphia – Office of Economic Opportunity Diversity Report of Nonprofit Organizations

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE							
Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/disability:							
	#	%				%	%
African American				Males			
Asian/Pacific Islander				Females			
Caucasian							
Disabled							
Hispanic							
Native American							
Other							
Total Number of Employees							
2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION							
Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:							
	#	%				#	%
African American				Males			
Asian/Pacific Islander				Females			
Caucasian							
Disabled							
Hispanic							
Native American							
Other							
Total Number of Directors or Trustees							
3 SUPPLIER DIVERSITY							
Please check the appropriate box to indicate if you have a supplier diversity policy. If "no," please explain on your letterhead.						Yes	No
If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.							
Please identify below, your agency's five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:							
	Company Name	Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures
1							
2							
3							
4							
5							
Signature:		Date:		Non-Profit Name			

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)							
Bid Number or Proposal Title:		Name of Bidder/Proposer:			Bid/RFP Opening Date:		
Management and Operation of an Outdoor Concert							
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W.	Work or Supply Effort to be Performed		Date Solicited		Commitment Made		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received	Amount Committed To			
Telephone Number			YES ²	NO	Dollar Amount		
Fax Number					\$		
Email Address	OEO REGISTRY #	CERTIFYING AGENCY			Percent of Total Bid/RFP		
					%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W.	Work or Supply Effort to be Performed		Date Solicited		Commitment Made		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received	Amount Committed To			
Telephone Number			YES ²	NO	Dollar Amount		
Fax Number					\$		
Email Address	OEO REGISTRY #	CERTIFYING AGENCY			Percent of Total Bid/RFP		
					%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W.	Work or Supply Effort to be Performed		Date Solicited		Commitment Made		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received	Amount Committed To			
Telephone Number			YES ²	NO	Dollar Amount		
Fax Number					\$		
Email Address	OEO REGISTRY #	CERTIFYING AGENCY			Percent of Total Bid/RFP		
					%		

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.

APPENDIX C

CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a Concession with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state "none")*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state "none")*	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

____ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on "Register" or "Register Now" to register your business.

APPENDIX D

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Applicants who seek as a positive factor in the City’s consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: _____

Local Business Entity Certification

___ I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109 (3) (b) of The Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

A. Has continuously maintained a valid Commercial Activity or Business Privilege License and all other licenses and permits necessary to conduct business with the City;

B. Has continuously occupied an office within the City, where business is conducted; and

C. Satisfies at least one of the following requirements (*Check those applicable to Applicant*):

___ (1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

___ (2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

___ (3) Applicant’s principal place of business is located in the City.

Local Impact Certification

___ I certify that in the performance of a contract resulting from this RFP, the Applicant named above will employ City residents

___ I certify that in the performance of a contract resulting from this RFP, the Applicant will perform the work in the City.

Authorized Signature

Date

Print Name and Title

APPENDIX E

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder's Name: _____ Bid Number: _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

1. Current percentage of female executive officers in bidder's company:
2. Current percentage of women on the executive board of the bidder's company:
3. Current percentage of women on the full board of the bidder's company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

1. Percentage goal for female executive officers in bidder's company:
2. Percentage goal for women on the executive board of the bidder's company:
3. Percentage goal of women on the full board of the bidder's company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

Revised 7.1.14

APPENDIX F

CITY OF PHILADELPHIA – BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE ORDINANCE

A Business Entity entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit and any attachments to the Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Customer Service at bid.info@phila.gov.

City Department Awarding _____ Agreement _____ Department _____ Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, _____, am authorized to bind contractually the Business Entity identified below.

2. Information about the Business Entity entering into a Contract with the City is as follows:

Business Entity Name	Phone	Fax	
Street Address	City	State	Zip

3. Has the Business Entity submitted the Slavery Affidavit previously? ___NO ___YES Date of prior submission: _____ If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Business Entity came into existence in _____(year).

5. The Business Entity has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Business Entity represents that:

_____ The Business Entity found no records that the Business Entity or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Business Entity found records that the Business Entity or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Business Entity found records that the Business Entity or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the representations made herein are true and correct to the best of my knowledge.

Executed _____ on _____ at _____, _____ (Date) (City) (State)

Signature: _____ Title: _____

Notary-----

DEFINITIONS

City means the City of Philadelphia.

Business Entity means any individual, domestic corporation, foreign corporation, association, syndicate, joint stock company, partnership, joint venture, or unincorporated association, including any parent company, subsidiary, exclusive distributor or company affiliated therewith, engaged in a business or commercial enterprise.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Philadelphia or the public, which is let, awarded or entered into with or on behalf of the City of Philadelphia or any Department or Agency of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era. **Predecessor Business Entity** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Business Entity.

Profit means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.