City of Philadelphia
Procurement Department

Addendum No. 4 Date: May 25, 2014
Concession RFP # C-108-14
Deadline for Submitting Proposals: June 12, 2014, at 10:30 AM, Local Time

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It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-108-14
Event Tenting, Dance Floor, and Tent Lighting Services at the Free

Library of Philadelphia, Parkway Central

RFP # C-108-14
IS AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 4, the RFP is unchanged. Except as otherwise defined in this Addendum No. 4, capitalized words and phrases used in this Addendum No. 3 have the meanings assigned to them in the RFP.

- The City and Trustees strongly encourage each respondent to submit proposals in both hardcopy and electronic form (such as CD-ROM or jump drive).

ADDENDUM NO. 4
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, FREE LIBRARY OF PHILADELPHIA
REQUEST FOR PROPOSALS FOR EVENT TENTING, DANCE FLOOR, AND TENT LIGHTING SERVICES AT THE FREE LIBRARY OF PHILADELPHIA, PARKWAY CENTRAL, RFP# C-108-14

I have carefully read Addendum No.4 to the Request for Proposals for Catering Services at the Free Library of Philadelphia, Parkway Central, and I certify that I have received all pages listed in Addendum No. 4.

_____
Name of Respondent

_____
Signature of Respondent's Authorized Official

_____
Printed Name and Title of Signer

_____
Date

City of Philadelphia
Procurement Department

Addendum No. 3 Date: May 25, 2014
Concession RFP # C-108-14
Deadline for Submitting Proposals: June 12, 2014, at 10:30 AM, Local Time

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NOTICE

REQUEST FOR PROPOSAL #C-108-14
Event Tenting, Dance Floor, and Tent Lighting Services at the Free

Library of Philadelphia, Parkway Central

RFP # C-108-14
IS AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 3, the RFP is unchanged. Except as otherwise defined in this Addendum No. 3, capitalized words and phrases used in this Addendum No. 3 have the meanings assigned to them in the RFP.

- The Acknowledgement of Receipt was omitted from Addendum No. 2 to RFP # C-108-14. Addendum No. 3 provides the Acknowledgement of Receipt to Addendum No. 2 and reminds all applicants to RFP # C-108-14 that the Acknowledgement of Receipt for each Addendum to RFP# C-108-14 must be submitted in your response to RFP # C-108-14.

ADDENDUM NO. 3
ACKNOWLEDGEMENT OF RECEIPT FOR ADDENDUM NO. 2

CITY OF PHILADELPHIA, FREE LIBRARY OF PHILADELPHIA
REQUEST FOR PROPOSALS FOR EVENT TENTING, DANCE FLOOR, AND TENT LIGHTING SERVICES AT THE FREE LIBRARY OF PHILADELPHIA, PARKWAY CENTRAL, RFP# C-108-14

I have carefully read Addendum No.3 to the Request for Proposals for Catering Services at the Free Library of Philadelphia, Parkway Central, and I certify that I have received all pages listed in Addendum No. 3.

_____
Name of Respondent

_____
Signature of Respondent's Authorized Official

_____
Printed Name and Title of Signer

_____
Date

City of Philadelphia
Procurement Department

Addendum No. 2 **Date: May 20, 2014**
Concession RFPs # C-107-14 and # C-108-14
Deadline to Submit Proposal: See Part 2 below.

NOTICE

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

REQUEST FOR PROPOSALS FOR

RFP # C-107-14: Catering Services at the Free Library of Philadelphia, Parkway Central

RFP # C-108-14: Event Tenting, Dance Floor, and Tent Lighting Services at the Free Library of Philadelphia, Parkway Central

ARE AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 2, the RFPs are unchanged. Except as otherwise defined in this Addendum No. 2, capitalized words and phrases used in this Addendum No. 2 have the meanings assigned to them in the RFPs.

Part 1

1.1. The City believes that the information and data in this Addendum No. 2 is reliable, but the City does not represent or warrant that the information or data is accurate. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about Parkway Central, the RFPs, the Catering and Tenting Agreements, their Proposal, or this Addendum No. 2.

Part 2

The "**Deadline to Submit Proposal**" under the Catering and Tenting Services RFPs are changed to 10:30 a.m., local time, June 12, 2014.

Part 3

3.1 On April 29, 2014, the City of Philadelphia held a joint Mandatory Pre-Proposal Meeting and Tour in accordance with the Catering Services RFP and with the Tenting Services RFP at the Free Library of Philadelphia, Parkway Central. At the meeting, potential Respondents to each RFP asked questions about the RFPs, the Catering Agreement, and the Tent Agreement. This Addendum No. 2 incorporates into the Catering Services and Tenting Services RFPs the questions from the joint Pre-Proposal Meeting and Tour, the questions submitted to the City in writing after the meeting and tour, and the City's written answer to those questions. Each of those questions and the City's answer to them is set forth below.

Question No. 1: Why does the Catering Services RFP offer a Catering Agreement with a one-year Initial Term as opposed to a multi-year term?

> **City Answer:** Under City of Philadelphia Home Rule Charter Section 8-201, any concession agreement with a term greater than one year requires authorization by City Council ordinance. It is never certain how long it will take to obtain City Council approval. Therefore, Free Library officials decided to offer a one-year Initial Term with up to three one-year renewals to avoid the need for City Council approval.

Question No. 2. Will the Trustees consider a Proposal that suggests a multi-year Initial Term?

> **City Answer:** Yes. The Trustees will ask City Council in the fall for an initial term of two years, however, there's no guarantee that this will be approved. The Trustees note that the Parks and Recreation Department issued a concession agreement for catering at the Horticulture Center with a term of one year with three one-year renewals. It worked very well.
>
> The Trustees will enter into a Catering Agreement with a Term as provided in the RFP; that is, an Initial Term of one year with up to three one-year Renewal Terms. The Trustees, however, are considering including a provision in the Catering Agreement that would make the Initial Term two years upon City Council's approval. If City Council does not approve the agreement with the two-year Term, the Term would remain as set forth in the RFP.

Question No. 3: How do the Trustees plan to enter into a Catering Agreement with a multi-year term before obtaining City Council authorization?

> **City Answer:** We cannot.

On the date this Addendum No. 2 is issued, it is too late as a practical matter to seek City Council's approval of the Catering Agreement with a multi-year term before City Council's summer recess. The Trustees cannot give any assurances about whether City Council would give its approval and how long that process would take.

Question No. 4: Will the Trustees consider a multi-year term for the Tent Agreement.

City Answer: Yes, in the same manner as for the Catering Agreement and as explained in the City's Answer to Questions 2 and 3 above.

Question No. 5: Will the Trustees permit the Caterer to cater Events that the Caterer schedules beyond the Catering Agreement Ending Date?

City Answer: Yes, up to a limited time after the Catering Agreement Ending Date that the Trustees determine, and only if the Caterer has not defaulted under the Catering Agreement.

Question No. 6: Under the Catering Services RFP, would Event rentals be on the basis of individual rooms?

City Answer: Yes. For each Event, the Caterer may reserve one or more available Event Spaces listed in Catering Services RFP Section 2.2.5, and other Licensed Facilities listed in Catering Services RFP Section 2.4. The Caterer shall pay an Event Space Rental Fee for each Event Space the Caterer uses for an Event. The Event Space Rental Fee for each Event Space is stated in Catering Services RFP Section 3.17.3.

Question No. 7: If a Caterer reserves the Skyline Room, does the use of the Catering Kitchen come with it?

City Answer: Yes.

Question No. 8: If the Caterer caters an Event in the Rare Book Department, may the Caterer use the Catering Kitchen as well?

City Answer: Yes.

Question No. 9: How do the Trustees want to handle bookings of Events that will not be catered?

City Answer: They must be scheduled through the Project Manager.

Question No. 10: Is the Caterer obligated to collect the Event Space Rental Fees and pay them to the City of Philadelphia?

City Answer: Yes. Please see Catering Services RFP section 3.17.2 regarding Event Space Rental Fees, and all of Section 3.17 generally regarding all the Concession Fees.

Question No. 11: Can the Trustees or Foundation provide information about the minimum revenue generated by the use of each Event Space?

> **City Answer:** No, because the Trustees and Foundation never obtained that information in the past. Nevertheless, the Trustees believe that caterers have found it profitable to cater events in Parkway Central because some caterers returned to cater several events in the building. See RFP Appendix 2 of the Catering Services RFP and the Tenting Services RFP for a list of private, catered events in Parkway Central over the past few years.

Question No. 12: Are there already contracts scheduled for future events in Parkway Central that do not have caterers?

> **City Answer:** Yes, a few.

Question No. 13: Are there already events scheduled for Parkway Central for 2015?

> **City Answer:** Yes, but the Trustees have stopped accepting bookings for that year so the Caterer may cater any additional Events that year.

Question No. 14: Will the Caterer's Subcontractors – for example, a florist, a disc jockey – be held liable for damages they cause in Parkway Central?

> **City Answer:** The Caterer is liable for the acts of its Subcontractors. Please see Catering Services RFP Section 3.5.5.

Question No. 15: Who is liable for damages to Parkway Central caused by a third-party service provider hired by the Event host and that is not a Subcontractor of the Caterer or of the Tent Concessionaire?

> **City Answer:** The Event host and the third-party service provider that caused the damage. It will be critical for the Caterer and Tent Concessionaire to report to Free Library staff on duty for the Event about any damage that occurs during an Event or that is related to the Event. In Catering Services RFP and in the Tenting Services RFP, see Section 3.11.1, Section 3.5.5, Section 3.9.3, and Appendix 6 or information about liability for damages to Parkway Central arising in connection with an Event.

Question No. 16. Will the Event host have a contract with the Trustees for the Event?

> **City Answer:** No, for all catered events only the Event Caterer will.

Question No. 17: Will the Caterer's Subcontractors be required to pay the Per Event Percentage Fee?

City Answer: No, the Caterer is required to pay the Per Event Percentage Fee based on the Caterer's Gross Revenues. Please see RFP Section 3.17.1 and Section 3.17.2.

Question No. 18: Who will decide whether there will be an exclusive Caterer under the Catering Services RFP or more than one Approved Caterer?

City Answer: The Trustees. Please see Catering Services RFP Section 1.3.1.

Question No. 19: If the Trustees sign a Catering Agreement with more than one Caterer, what happens regarding matters like marketing, building the business, etc.?

City Answer: Each Approved Caterer would be obligated to fulfill the requirements of the Catering Services RFP and its Catering Agreement as they apply to that Caterer and its Events. Also, see Catering Services RFP Section 1.3.1 regarding Approved Caterers.

Question No. 20: Does the Terrace have roof anchors for tents?

City Answer: No. See Tenting Services RFP Section 3.5.1 regarding the equipment the Tent Concessionaire is required to provide for its use.

Question No. 21: Do the Trustees or Foundation have engineering information about the weight bearing capacity of the roof below the Terrace flooring?

City Answer: No, but the Trustees note that events have been held on the Terrace for many years without damage to the roof below the Terrace flooring.

Question No. 22: Do the Trustees have a facilities policy and form of event application? If so, will the Trustees post them online?

City Answer: Yes. The Trustees will adjust them after consulting with the Caterer and post them online afterwards.

Question No. 23: Can the Trustees share the form of Catering Agreement that the successful Respondent will be required to execute?

City Answer: No, because there is no standard form for the Catering Agreement. The Trustees expect the Catering Agreement will be considerably shorter than the Catering Services RFP because the RFP includes most of the substantive provisions regarding the Catering Services.

Question No. 24: What is the Trustee's contingency plan if any physical issue arises in Parkway Central that requires an Event to be relocated to another location?

City Answer: If the Trustees determine it is reasonably practical, the Trustees will relocate the Event to another Event Space in Parkway Central. If that is not practical, then despite Catering Services RFP Section 3.20.2, the Trustees will refund the deposit

(50% of the Event Space Rental Fee, or the full amount of the Event Space Rental Fee if it has been paid) and the Event Space Security Deposit. See Catering Services RFP Section 3.17.3 and Section 3.20.

Except for returning the deposit, the City, the Trustees, and the Foundation are not liable to the Caterer, the Tent Concessionaire, or the Event host if a physical issue arises in Parkway Central that requires an Event to be relocated. In their respective agreements with the Event host, the Caterer and Tent Concessionaire each are free to address its respective responsibilities vis-à-vis the Event host if the Event must be relocated.

Question No. 25: Why is the Caterer required to collect a refundable Event Space Security Deposit of $500 in addition to providing a $25,000 Performance Security?

City Answer: The Trustees expect that the Caterer will charge the Event Space Security Deposit to its Event client. The Foundation may apply the Event Space Security Deposit as provided in Catering Services RFP Section 3.17.4.C, including to repair damage caused to Parkway Central by the Event host or by a third-party service provider hired directly by the Event host and that is not the Caterer's Subcontractor.

If the Foundation does not apply the Event Space Security Deposit, the Foundation will return the deposit to the Caterer. The Trustees expect that the Caterer would return as much of the Event Space Security Deposit to their client as appropriate or collect additional funds to fully repair any damage.

Question No. 26: Will the Foundation use a Caterer under the Catering Services RFP for Internal Events? If so, and if there is more than one Approved Caterer, how will the Foundation select one of the Approved Caterer?

City Answer: Yes, the Foundation will use a Caterer under the Catering Services RFP and Catering Agreement. If there is more than one Approved Caterer, the Foundation will select a Caterer based on the nature of the Event, the Foundation's needs for the Event, and the Foundation's preferences for the Event. The Foundation has a special events office, and officials in that office will select the Approved Caterer.

Question No. 27: How will the Foundation determine budgets for Internal Events that are catered by an Approved Caterer? Are they based on industry standards? Are best practices used to ensure that the budgets and costs do not cause harm or financial hardship to the Caterer?

City Answer: The Foundation plans its Internal Events based on its available funds for the event. For each Internal Event, the Foundation will consult with the Caterer to arrange Catering Services that fit within the Foundation's budget and are economical for the Caterer. To help control costs, the Trustees or Foundation may supply, serve, or make available alcoholic beverages for each Internal Event. Please see Catering Services RFP Section 3.12.3.

Question No. 28: Do the time frames set forth in Catering Services RFP Section 3.3.1 regarding times when Events may not be held in Parkway Central apply to all the Event Spaces?

> **City Answer:** Generally, yes. The Caterer may schedule an Event during hours when Parkway Central is closed to the public. The Caterer may not schedule an Event during Public Hours except with the Project Manager's prior written approval, but the Main Lobby and West Gallery, and the Second Floor Landing, are never available for private Events during Parkway Central's public hours. Please see Catering Services RFP Section 3.3.

Question No. 29: At the end of the Catering Contract, will the Trustees issue a new request for proposals open to all caterers?

> **City Answer:** On the date of this Addendum No. 2, the Trustees expect that at the end of the Term the Trustees will issue a new request for proposals for a new catering arrangement that is open to all caterers. The Trustees will likely issue a new request for proposals during the last year of the Catering Agreement. The Trustee's decision, however, will depend in large part on how the Catering Agreement works out. The Trustees cannot anticipate all the issues they are likely to consider at the end of the Catering Agreement or exactly how they will want to proceed at that time.

Question No. 30: After the Catering Agreement Ending Date, will the Caterer continue to cater Events in Parkway Central?

> **City Answer:** It will depend on whether the Trustees issue a new request for proposals for Catering Services and whether that caterer submits a proposal and is selected by the Trustees. The Caterer may, however, cater Events after the Catering Agreement Ending Date that the Caterer scheduled before the Catering Agreement Ending Date. See Question No. 5 above and the City Answer to it.

Question No. 31: Who is responsible for the marketing the Event Spaces?

> **City Answer:** The Caterer is obligated to perform Promotional Activities. The Trustees and Foundation may, if they wish, also market the Event Spaces, but they are not obligated to do so. See Catering Services RFP Section 3.8.1 and Section 3.8.2.

Question No. 32: Is there office or storage space in Parkway Central for the Caterer?

> **City Answer**: No.

Question No. 33: May the Caterer store its tables and chairs in Parkway Central for External Events to minimize transport, labor, and rental costs?

> **City Answer:** No. Unfortunately, there is not adequate space in Parkway Central for the Trustees to provide storage space for the Caterer.

Question No. 34: Do the Trustees have any supplies in Parkway Central that the Caterer will be permitted or required to use?

> **City Answer:** Yes, for Internal Events, the Trustees have chairs and tables. The tables and chairs are not available for the Caterer to use for External Events.

Question No. 35: May the Caterer use a meeting room or other Event Space to hold an onsite client meeting?

> **City Answer:** Yes, if the Caterer schedules use of the room in advance with the Project Manager.

Question No. 36: If two Events take place at the same time in different Event Spaces, is there any other kitchen space the Caterer may use in addition to the Catering Kitchen?

> **City Answer:** No. The Caterer should carefully consider its capacity to provide Catering Services for two Events at the same time before scheduling the Events.

Question No. 37: If an application to schedule an Event is acceptable on all other points, and if the Caterer has complied with the Catering Agreement, would the Caterer be permitted to schedule the Event and provide Catering Services for it if the Event is to take place after the end of the Term?

> **City Answer:** Yes, but see Question No. 5 and Question No. 38 and the City Answer to each of those questions.

Question No. 38: How far out may the Caterer schedule an Event?

> **City Answer:** No more than three years. The Trustees in their sole discretion may limit the number of Events the Caterer may schedule beyond the end of the Term. Potential Respondents to the Catering Services RFP are reminded to review Catering Services RFP Section 3.20 regarding the procedure to reserve an Event Space.

Question No. 39: How far out have the Trustees booked culinary education events for the Culinary Classroom?

> **City Answer:** Into this coming fall.

Question No. 40: After the Caterer has scheduled an Event, will the Trustees make the remaining Event Spaces unavailable to ensure that the Event Spaces are not overbooked and that the Catering Kitchen's capacity is not exceeded?

> **City Answer:** Yes. If the Caterer wishes to provide Catering Services for two Events at the same time, however, the Project Manager may permit the two events, but it will be the Caterer's responsibility to ensure it can successfully provide Catering Services for all those Events.

Question No. 41: May the Caterer rent the culinary classroom?

> **City Answer:** Yes, but not to cater an Event in another Event Space.

Question No. 42: Is the $25,000 security just an amount that gets held as a security deposit during the Catering Agreement Term? If so, would the Trustees accept a lesser amount?

> **City Answer:** The $25,000 security amount is defined in the Catering Services RFP as the "Performance Security." See Catering Services RFP Section 4.4.1.4. The Caterer may provide the Performance Security in a performance bond, cash deposit, or letter of credit. The Trustees will not lower the amount of the Performance Security requirement set forth in Catering Services RFP Section 4.4.1. The Performance Security may be applied as set forth in Catering Services RFP Section 4.4.1.3 and Section 4.4.2.

Question No. 43: If a particular caterer has traditionally worked a specific Trustee or Foundation event and that caterer is not selected as an exclusive Caterer or as an Approved Caterer, would that particular caterer still be able to work the specific event?

> **City Answer:** Possibly. When the Foundation is hosting an Internal Event it may select a caterer that is not an Approved Caterer under the RFP.

Question No. 44: If the Trustees decide to charge utility costs to the Caterer, when would they start to impose the charges?

> **City Answer:** At the start of a new contract year

Question No. 45: May an Event host – that is, the Caterer's client – contract directly with a florist, band, etc.?

> **City Answer:** Yes.

Question No. 46: If the answer to the immediately preceding question is "yes," may the Caterer establish a list of preferred vendors whom the Caterer feels will properly comply with the Catering Services RFP and Catering Agreement?

> **City Answer:** Yes. Also, the Caterer may enter into a Subcontract with each of those preferred vendors to use them each time a client asks the Caterer to arrange for those types of services.

Question No. 47: May the Caterer enter into a Subcontract with a kosher, Indian, or gluten-free caterer in order to fulfill clients' needs?

> **City Answer:** Yes, the Caterer may have Subcontracts with specialty caterers.

Question No. 48: Is a Caterer's cost for staff, rentals, and other third-party costs included in the Caterer's Gross Revenues if the Caterer's invoice separates "staff," "rentals," etc. as separate line item(s) in the invoice it issues to its client?

> **City Answer:** The Caterer's cost to pay its Event staff, whether as Subcontractors or as employees, are not Gross Revenues to the extent the Caterer actually pays those costs to the employees. If the Caterer imposes any additional administrative fee or other charge related to hiring staff that it does not actually pay to its staff, that fee or charge is included in the Caterer's Gross Revenues. See Catering Services RFP Section 3.17.1 regarding what revenue is included in "Gross Revenues" and what is excluded.

Question No. 49: Will the Caterer's equipment and supply vendors – the Caterer's Subcontractors – be allowed to deliver its products beyond the loading dock and delivery area to the Event Spaces where the Events will be taking place? (For example, tables, chairs, linens, etc.)

> **City Answer:** The Caterer must contact the Project Manager to schedule deliveries for each Event, including where the delivered items may be brought in Parkway Central. Neither the Caterer nor its Subcontractors may leave items on the loading dock. For information about use of the Loading Dock and deliveries, see Catering Services RFP Section 3.5, Section 3.9.2, and Appendix 5, Section A.

Question No. 50: When do the Trustees expect to provide official answers to questions from the Mandatory Pre-Proposal Meeting and Tour?

> **City Answer:** The Trustees had hoped to issue this Addendum No. 2 by May 10, 2014.

Question No. 51: Will all the questions and the City's answers to them be available on the Procurement Department's website?

> **City Answer:** Yes. All the questions and answers are included in this Addendum No. 2, and this Addendum No. 2 is posted on the Procurement Department website.

Question No. 52: Why do the Trustees intend to enter into just one Catering Agreement?

> **City Answer:** The Trustees think it will simplify management of the Event Spaces and Licensed Facilities if only one Caterer works in Parkway Central. Nevertheless, the Trustees understand that potential Event hosts may have special needs or limitations that warrant having more than one Approved Caterer. See Catering Services RFP Section 1.3.1.1.

Question No. 53: When do the Trustees expect to finish selecting a Caterer and executing a Catering Agreement?

> **City Answer:** During the summer of 2014.

City of Philadelphia
Procurement Department

Addendum No. 1 Date: May 16, 2014
Concession RFP # C-108-14
Deadline for Submitting Proposals: June 12, 2014, at 10:30 AM, Local Time

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NOTICE

REQUEST FOR PROPOSAL #C-108-14
Event Tenting, Dance Floor, and Tent Lighting Services at the Free

Library of Philadelphia, Parkway Central

RFP # C-108-14
IS AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 1, the RFP is unchanged. Except as otherwise defined in this Addendum No. 1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from May 27, 2014 at 3:00 PM**, Local Time **to June 12, 2014 at 10:30 AM**, Local Time

ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, FREE LIBRARY OF PHILADELPHIA
REQUEST FOR PROPOSALS FOR EVENT TENTING, DANCE FLOOR, AND TENT LIGHTING SERVICES AT THE FREE LIBRARY OF PHILADELPHIA, PARKWAY CENTRAL, RFP# C-108-14

I have carefully read Addendum No.1 to the Request for Proposals for Catering Services at the Free Library of Philadelphia, Parkway Central, and I certify that I have received all pages listed in Addendum No. 1.

_____
Name of Respondent

_____
Signature of Respondent's Authorized Official

_____
Printed Name and Title of Signer

_____
Date

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JASON GAMPSER	SJ PARTY	8550 RUSSELLTON AVE	6098203724	SJPARTY.COM	jmc@sjparty.com
GENE BLUM	DREXEL BROOK				GENE@drexelbrookcatering.com
Allegra Fasnacht	Birchtree Catering	4500 Worth St.	215-744-9489	birchtreecatering.com	allegra@birchtreecatering.com
Casey Rose	Cricket Catering	29 E Baltimore Ave	6106232006	cricketcatering.com	sales@cricketcatering.com
Steve Parsons	Event Quip	619 Maple Ave, 19446	215-368-6700	Eventquip.com	sparsons@eventquip.com
JOHN KEENAN	1ST & FRESH	1626 N. AMERICAN	856-281-0237	1ST FRESH.com	keenan-john1@aramark.com
NICOLE HUGHES	1ST & FRESH	1626 N. AMERICAN	215-232-3962	1ST FRESH.com	hughes-nicole@aramark.com
MICHELE LEFF	12th Street	3312 spring garden st	215 386 8595	12thstcatering.com	mleff@12stcatering.com
LISA BENIGNI	"	"	"	"	lbenigni@12thstcatering.
Helene Wilson	Jimmy Duffy's	P.O. Box 412 Downingtown Pa	610-647-0160	JimmyDuffy.com	Hwilson@jimmyduffy.com
Pat Duffy	"	"	"	"	PDuffy@jimmyduffy.com
RENA RODOLICO	McCrossen's	529 N 20th	215-854 0923	mccrossons.com	renarodolico@gMail

Jason Tornetta The Party Center Phila 480 Bellhaven Rd. 6109358358 ThepartyCenter.com Jason@ThePartyCenterCo

NAME	COMPANY NAME	ADDRESS	PHONE	WEBSITE	EMAIL
Danielle Pierre	Le Pierre Caterers	6000 Midlantic Dr	609-495-5668	www.lepierrecaterers.com	danielle@lepierrecaterers.com
Luermann Pierre	Le Pierre Caterers	6000 Midlantic Dr	609-495-5668	"	luermann@lepierrecaterers.com
DREW SKINNER	CRICKET CATERING	29 E. BALTIMORE	6106232006	WWW.CRICKETCATERING.COM	INFO@CRICKETCATERING.COM
BRUCE HAYES	Chefbrucerocks	69 S. Centre Lane Sicklerville	856 687-6868	chefbrucerocks.com	Chefbrucerocks@yahoo.com
Gil Chavez	PTG catering	6013 Ridge Ave	2154872223	INFO AT PTG catering	SAME
MICHAEL BORIS	FROG COMMISSARY	222 N 20th st	215-448-2062	Frogcommissary.com	MBoris@frogcommissary.com

REQUEST FOR PROPOSAL

RFP # C-108-14: Event Tenting, Dance Floor, and Tent Lighting Services at the Free Library of Philadelphia, Parkway Central

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Issued By:

Board of Trustees of the Free Library of Philadelphia
Siobhan Reardon, Board President and Free Library Director
and
City of Philadelphia Procurement Department
Hugh Ortman, Commissioner

Mandatory Pre-Proposal Meeting & Parkway Central Tour:
April 29, 2014, at 10:00 A.M.

Parkway Central
Lobby, First Floor
1901 Vine Street
Philadelphia, PA 19103

Sealed Proposals Will Be Received Until
May 27, 2014, 3:00 PM, Local Time
(the "**Deadline for Submitting Proposals**")
at the Municipal Services Building:
City of Philadelphia Procurement Department
1401 JFK Boulevard
Room 101
Philadelphia, PA 19102

and will be opened immediately after the Deadline for Submitting Proposals

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Questions regarding this Request for Proposals must be directed to
Alexandra Morigi, Director of New Revenue Initiatives
Free Library of Philadelphia Foundation
1901 Vine Street, Suite 111,
Philadelphia, PA 19103
morigia@freelibrary.org

This Request for Proposals and any accompanying materials will be posted on the following website:
http://mbec.phila.gov/procurement/bids/C-108-14.PDF

Section 1 – General Information

1.1 Purpose of this Request for Proposal

The Board of Trustees of the Free Library of Philadelphia (the "**Trustees**") are issuing this Request for Proposal ("**RFP**") to select an individual or firm to manage and provide tents, dance floors, tent lighting, and tent heating, for events at the Parkway Central branch of the Free Library of Philadelphia. Potential events that will use a tent, dance floor, tent lighting, or tent heating, or all of them, include weddings, birthday and anniversary parties, Bar and Bat Mitzvah celebrations, graduation parties, receptions, dinners, and corporate meetings and events. Each candidate must demonstrate its ability to coordinate its work closely with the event caterer. In issuing this RFP and entering into an agreement with the successful respondent, the Trustees' goals are

1. to provide high-quality event tenting, dance floors, tent lighting, and tent heating, for events in Parkway Central;

2. to protect Parkway Central from damage by set up, use, and take down of those facilities by providing space in Parkway Central to store the tent frame and tent weights between events instead of moving them in and out of the building for each event; and

3. to generate revenue to support Free Library of Philadelphia facilities and programs.

1.2 Background

1.2.1 The Parkway Central branch ("**Parkway Central**") is the main branch of the Free Library of Philadelphia (the **"Free Library"**). It is located at 1901 Vine Street, Philadelphia, PA.

1.2.2 The City of Philadelphia (the "**City**") owns Parkway Central.

1.2.3 The Free Library system consists of 49 neighborhood libraries, three regional libraries, Parkway Central, and the Free Library for the Blind and Physically Handicapped. With more than six million visits annually to its 54 branches, the Free Library is one of the most widely used educational and cultural institutions in Philadelphia. The mission of the Free Library of Philadelphia is to advance literacy, guide learning, and inspire curiosity. Its vision is to build an enlightened community devoted to lifelong learning.

1.2.4 The Trustees were created by ordinance in 1894. Under Pennsylvania statutes, the Trustees control all the affairs of the Free Library of Philadelphia. The Philadelphia Home Rule Charter of 1952 authorizes the

Trustees to exercise the powers granted the Trustees by statute, subject to provisions of the Home Rule Charter that apply generally to all City of Philadelphia operating departments.

1. Since the Trustees were established, they have worked closely with the Free Library of Philadelphia Foundation (the "**Foundation**") to promote the goals of the Free Library. The Foundation is a private, non-profit corporation that is dedicated to supporting the Free Library. Through the generosity of individuals, corporations, and charitable foundations, the Foundation supports many of the Free Library's programs. Similarly to the Free Library, the mission of the Foundation is to advance literacy, guide learning, and inspire curiosity. Its vision is to build an enlightened community devoted to lifelong learning.

2. Foundation officials will perform many of the Trustee's supervisory and administrative functions related to the Tent Agreement. See RFP Section 4.20 regarding the effect of a Foundation official's directions, requirements, approvals, and notices in connection with the tent concession agreement.

1.3 Respondents to this RFP; the Tent Agreement and Tent Concessionaires

1.3.1 Each firm or individual that submits a proposal in response to this RFP (a "**Proposal**") will be considered a "**Respondent**." The Trustees intend to enter into negotiations for a written contract (the "**Tent Agreement**") with the Respondent whose proposal the Trustees determine will best serve the goals and meets the criteria set forth in this RFP. When the Trustees execute a Tent Agreement with the selected Respondent, the selected Respondent will become the "**Tent Concessionaire**" under the Tent Agreement. The Tent Agreement will give the Tent Concessionaire a right (the "**License**") to operate and manage tenting services at Parkway Central and the obligation to perform the duties described in this RFP and the Tent Agreement. The Trustees will require individuals and private organizations that want to use a tent, dance floor, tent lighting, or tent heating equipment, or any of them, in connection with an event in Parkway Central, to obtain those items from the Tent Concessionaire.

1.3.2 At the same time the Trustees are issuing this RFP, they are also issuing an RFP for Catering Services at Parkway Central (the "**Catering Services RFP**"). Under the Catering Services RFP, the Trustees intend to enter into an agreement with one or more persons and firms to provide catering services for events in Parkway Central. "**Catering Services**" is defined in Catering Services RFP Section 1.4.2. Each of those persons and firms (each, a "**Caterer**") will be an "**Approved Caterer**." Private individuals and organizations that wish to hold an event in Parkway Central will be

required to use an Approved Caterer. The Trustees believe that it will serve each of the Approved Caterers well and will reduce wear and tear on Parkway Central if a single person or firm has the concession to provide tents, dance floors, tent lighting, and tent heating for events in Parkway Central.

1. No Caterer will have the right or authority to provide any tent, dance floor, tent lighting, or tent heating for an event in Parkway Central. Rather, each Caterer will be obligated to arrange for tenting, dance floors, tent lighting, and tent heating, through the Tent Concessionaire. Therefore, it is critical that the Tent Concessionaire work closely and cooperatively with each Caterer to arrange appropriate and desired tenting, dance floors, tent lighting, and tent heating for each event and smooth coordination between the Tent Concessionaire and Caterer regarding set up, operation, and take down activities for each event.

2. The Trustees encourage each potential Respondent to this RFP to review the Catering Services RFP in order to fully understand the scope of the Catering Services and each Caterer's rights and obligations.

1.3.3. The Trustees give no assurance that any person or firm that has previously provided tents, dance floors, tent lighting, or tent heating, or any of them, for an event at Parkway Central will be selected to execute the Tent Agreement with the Trustees.

1.4 Proposed Tenting Services Summary

1.4.1. Subject to the provisions of this RFP and the Tent Agreement, the Tent Concessionaire will have the exclusive right to provide tents, dance floors, tent lighting, and tent heating for events at Parkway Central.

1.4.2. "**Tenting Services**" includes all functions typically performed by a comprehensive event tenting company, such as designing, configuring and arranging tents, dance floors, and lighting for an event; set up and take down of tents, tent heating and cooling equipment, dance floors, and lights, clean up of all related materials after the event, and neatly returning equipment to storage, all in close coordination with the event caterer. "Tenting Services" excludes "Catering Services" as defined in the Catering Services RFP.

1.4.3. Under the Tent Agreement, the Tent Concessionaire shall perform Tenting Services for Parkway Central.

1.4.4. Scheduling of events in Parkway Central is subject to Catering Services RFP Section 3.20. Under that section, each Caterer will work with the

Project Manager (defined below) to reserve event spaces in Parkway Central.

1.4.5. In consideration for the License given to the Tent Concessionaire under the Tent Agreement, the Tent Concessionaire shall pay the Free Library a "Flat Fee" and a "Tent Event Fee," as those terms are defined and explained below in Tenting RFP Section 3.17.

1.4.6. The Free Library and the Foundation together hold numerous events each year in Parkway Central, which include a variety of functions such as small meetings; conferences; meetings by other City departments, boards and commissions; and large, catered events. In this RFP, the terms listed immediately below have the meanings assigned to them below:

1. "**Internal Event**" includes each event held or sponsored by the Free Library, the Foundation, or by any City department, board, or commission.

2. "**External Event**" includes a wedding and reception, Bar and Bat Mitzvah, corporate meeting, private celebration and other private party, conference, political candidate debate or forum, town meeting, and other event held or sponsored by a person or organization other than the Free Library, the Foundation, or any City department, board, or commission.

3. "**Event**" includes an Internal Event or External Event and all the time used for set up in Parkway Central before the Event and all the time used after the Event to completely take down and return to proper storage in Parkway Central, all equipment and supplies used in connection with the Event Tenting Services and to completely clean and properly dispose of materials used in connection with the Tenting Services in accordance with the Tent Agreement.

1.4.7. <u>All obligations, prohibitions, conditions, representations, warranties, and discretionary authority that pertain to the Tent Concessionaire under the Tent Agreement apply to the Tent Concessionaire's Tenting Services.</u>

1.5 Respondent Qualifications

In its Proposal, each Respondent must demonstrate that it has substantial experience in providing event tenting, dance floors, and lighting, and sufficient financial and management capacity to operate and manage Tenting Services at the highest level. See RFP Section 6 for more details about what each Respondent must submit to have its Proposal considered by the Trustees.

1.6 Mandatory Pre-Proposal Meeting; Mandatory Tour of Parkway Central

1.6.1 The Trustees will hold a Mandatory Pre-Proposal Meeting at Parkway Central for all interested potential Respondents on the date, time, and location stated on the cover page of this RFP. At the Pre-Proposal Meeting, Foundation officials and Free Library staff will review the requirements contained in this RFP and receive questions that potential Respondents may have about this RFP and the Tenting Agreement. All potential Respondents are strongly urged to RSVP to the Project Manager regarding their attendance at this meeting.

1.6.2 After the Pre-Proposal Meeting, Free Library and Foundation staff will conduct a Mandatory Tour of Parkway Central.

1.6.3 The Trustees will not consider the Proposal of any person or firm who did not attend the Mandatory Pre-Proposal Meeting and Tour. The Free Library will provide a sign-in sheet at the Pre-Proposal Meeting and Tour. All persons and firms who do attend the meeting and tour are strongly advised to confirm their attendance by signing the sign-in sheet and providing all the information the sheet requests.

1.6.4 The Mandatory Pre-Proposal Meeting and Tour under this RFP will be conducted together with the Mandatory Pre-Proposal Meeting and Tour under the Catering Services RFP.

1.7.1 Project Manager; Questions about this RFP

1.7.1 The "**Project Manager**" for this RFP and the Tent Agreement is Alexandra Morigi. Her contact information is:

Email: morigia@freelibrary.org
Fax: 215-567-7850
Mail: Free Library of Philadelphia Foundation
1901 Vine Street, Suite 111
Philadelphia, PA 19103

Questions concerning this RFP and the Tent Agreement may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by email, fax, or letter, no later than May 6, 2014, 5:00 PM (the "**Deadline for Questions**"). The Trustees will not consider or answer questions submitted by telephone.

1.7.2 The Trustees are not obligated to answer or respond to any questions they receive after the Deadline for Questions. The Trustees will answer all questions asked at the Pre-Proposal Meeting and Tour, or properly submitted to the Project Manager before the Deadline for Questions, and which the Trustees in their sole discretion determine concern a material element of the proposal process or the Tent Agreement. The Trustees will

provide answers in writing by an addendum to this RFP before the Deadline for Submitting Proposals. The Trustees will post the answers at the following website: http://mbec.phila.gov/procurement/bids/C-108-14.PDF. The Trustees, the Free Library, the Foundation, and the City are not bound by any oral response made by any Trustee or by any Free Library, Foundation, or City official or employee.

1.7.3 The addenda issued by the Trustees are the Trustees' only official method for communicating information to all potential Respondents. Respondents should check http://mbec.phila.gov/procurement/bids/C-108-14.PDF before submitting a Proposal to ensure that they have reviewed all the addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that the Respondent has reviewed all addenda to this RFP.

1.8 Modifications; Late Proposals

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 Trustees will consider only the latest version of a Respondent's Proposal. The Trustees will not consider or evaluate Proposals or modifications submitted after the Deadline for Submitting Proposals. 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 the Project Manager with written notification by email, fax, or letter.

1.9 Public Disclosure

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

1.10 Information and Data in this RFP Not Warranted

The Trustees have provided information and data in this RFP to help potential Respondents understand the Free Library, Parkway Central, the purpose of the RFP, and the Tent Agreement, and to help each Respondent prepare a Proposal. The Trustees believe the information and data are reliable, but the Trustees do not represent or warrant that the information or data is accurate or complete. The Trustees encourage each potential Respondent to conduct its own investigation into any matter of concern to it about the Free Library, Parkway Central, this RFP, the Tent Agreement, or the Respondent's Proposal.

1.11 Review Entire RFP Carefully; RFP Will Be Part of Tent Agreement

1.11.1 The Trustees encourage each potential Respondent to carefully read this entire RFP and its attachments before the Mandatory Pre-Proposal

Meeting and Tour and before submitting a Proposal. This RFP will become part of the Tent Agreement.

1.11.2 The contractual obligations set forth in RFP Sections 3 and 4 will not be negotiated or modified, unless the Trustees in their sole discretion modify them before the Deadline to Submit Proposals. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provisions of RFP Sections 3 and 4 because they will be binding on the Respondent as the Tent Concessionaire under the Tent Agreement.

1.12 No Obligation on Trustees to Execute a Tent Agreement

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

Section 2 – Description of Parkway Central

2.1 Location and Access

2.1.1 Parkway Central is located at 1901 Vine Street, just off Benjamin Franklin Parkway on Logan Square, a magnificent, historic square in the heart of Center City Philadelphia. Logan Square, the buildings surrounding it, and the buildings along Benjamin Franklin Parkway, are one of the most iconic vistas in Philadelphia and the United States. The Square and Parkway are lined by internationally famous museums and educational institutions, including the Philadelphia Museum of Art, the Barnes Foundation, the Rodin Museum, the Franklin Institute, the Academy of Natural Sciences, and Moore College of Art. Parkway Central, Logan Square, and Benjamin Franklin Parkway, regularly attract millions of visitors from around the nation and the world.

2.1.2. The Parkway Central building was designed by Julian Abel. It is an archetypal example of Neo Classical design. The Philadelphia Historical Commission designated the building as historic on June 29, 1971. The building is also listed on the National Register of Historic Places.

2.1.3. Parkway Central is easily accessible from Interstate Route 676 (the Vine Street Expressway), which connects to Interstate Route 76 (the Schuylkill Expressway) and Interstate Route 95. It is also accessible from Philadelphia's western suburbs by Martin Luther King Drive (formerly West River Drive) and Kelly Drive (formerly East River Drive). The main north-south road artery through Philadelphia, Broad Street, is five blocks from Parkway Central, and the main east-west road artery, Market

Street, is five blocks away as well.

2.1.4. Parkway Central is about a 10-minute walk from Philadelphia's City Hall. It is a 10 minute walk from the Southeastern Pennsylvania Transportation Authority's 15th Street Station for the Blue and Orange subway lines and West Philadelphia trolley lines and from the Suburban Station train station. It is about a five-minute walk from the 19th Street trolley car station on Market Street. Finally, Parkway Central is about a 15 minute walk from Amtrak's 30th Street Station train station.

2.1.5. SEPTA bus route 33 runs south on 19th Street immediately adjacent to Parkway Central.

2.2 Parkway Central History and Use; Renovations; Meeting and Event Spaces

2.2.1 Opened in 1927 on Benjamin Franklin Parkway, Parkway Central serves as the Free Library's largest and most comprehensive service location as well as the Free Library's administrative headquarters. Parkway Central contains more than 7 million items and is host to the Free Library's Rare Book Department and several other special collections.

2.2.2. A multi-purpose facility, Parkway Central includes grand public spaces, public and private event spaces and meeting rooms, and a 378-seat raked auditorium. The HOME Page Café is located off the main lobby on the first floor.

2.2.3. Parkway Central is a destination facility that the public actively uses for events, study, and personal enrichment. More than 1 million people visit Parkway Central annually. Additionally, many major public festivals, parades, and events are held on Benjamin Franklin Parkway each year in the vicinity of Parkway Central, and draw people to visit Parkway Central .

2.2.4. On the date this RFP is issued, a multi-million dollar, multi-phase construction and renovation project is in progress to develop the Parkway Central campus from Vine to Callowhill Streets and from 19th to 20th Streets. The project will include renovations to the historic building. Immediately north and contiguous to Parkway Central, the project will create new library that will open in 2017. Renovations to the 3rd and 4th floors of Parkway Central are currently underway and will include complete renovation or new construction of 4th floor facilities where many catering activities are likely to take place: the Skyline Room and Terrace, new conference rooms, and a new kitchen and cooking demonstration area. Additional renovations include new storage and gallery space in the Rare Book Department on the 3rd floor. The renovations are expected to be completed by mid-2014. The 4th floor spaces will be available for

events beginning in June 2014.

2.2.5. Upon the completion of this phase of renovations, the spaces in Parkway Central listed in Catering Services RFP Section 2.2.5 (collectively, the "**Event Spaces**"; each an "**Event Space**") will be available to the public to rent for private events, subject to the Catering Agreement. Under this RFP, however, (1) only the Terrace is available to rent for private events that use tents and associated dance flooring, tent lighting, and tent heating, and (2) the Skyline Room is available to rent for private events that use dance flooring. The Terrace is accessible from the Skyline Room, and often the two spaces are rented together. The seating capacity of the Skyline Room and the Terrace room is listed below and reflects different seating and table configurations. The floor plans of the Skyline Room and Terrace are shown in Appendix 1.

Skyline Room (indoor) & Terrace (outdoor), 4th floor

- Skyline Room: 130 banquet seating with dance floor
- Skyline Room: 240 lecture seating
- Terrace: 160 banquet seating with dance floor
- Terrace: 185 wedding seating without a dance floor

2.3 History & Previous Use of the Parkway Central

2.3.1 In fiscal year 2012, the Free Library held nearly 90 Internal Events at Parkway Central.

2.3.2 Parkway Central is also used for numerous External Events annually. The number and type of External Events held over the past few years are listed in **Appendix 2**.

2.3.3 Sample photos from previous Events at Parkway Central are included in **Appendix 3**.

2.4 Parkway Central Facilities

The License given to the Tent Concessionaire under the Tent Agreement will apply only to Parkway Central spaces, facilities, equipment and fixtures listed below (collectively, the "**Tenting Licensed Facilities**"; each individually, a "**Tent Licensed Facility**").

1. The Terrace.
2. Staff restrooms, 4th Floor.
3. Staff lockers, 4th Floor (for Tent Concessionaire's employees' personal belongings *only during the Event*, subject to RFP Section 3.6).
4. Fixtures and electrical outlets installed by the Free Library in the Licensed Facilities.

5. Loading docks on Wood Street.

2.5 Floor Plans of the Tent Licensed Facilities

Appendix 1 includes a floor plan for the Terrace and other Tent Licensed Facilities and the doors and halls to access them.

2.6 Parkway Central Condition

Parkway Central is a show piece of the City. Using available appropriations by City Council, the City maintains and repairs Parkway Central in accordance with the City's and Free Library's standard operations and procedures. Due to the uncertainty of City Council appropriations, the Trustees and City may not always be able to maintain or repair the Licensed Facilities as the Trustees or Tent Concessionaire would wish. Also, the Trustees and City will not perform any maintenance or repair to the Licensed Facilities to the extent they are the Tent Concessionaire's obligation under the Tent Agreement, and to the extent any damage is caused by the Tent Concessionaire, its Subcontractors, and its clients and their guests and contractors.

Section 3 – Tent Agreement: Specific Provisions

3.1 Term of the Tent Agreement

The "**Initial Term**" of the Tent Agreement starts on the last date that the Trustees execute the Tent Agreement and all the conditions set forth in RFP Section 7.3 have been completely satisfied, whichever is later (in either case, the "**Start Date**"). The Initial Term expires at 5:00 PM on the day before the first anniversary of the Start Date. The Trustees, at their sole discretion, may renew the Tent Agreement for up to three one-year periods (each period a "**Renewal Term**"). In the Tent Agreement, the word "**Term**" means the Initial Term together with each Renewal Term, if any. In the Tent Agreement, the date the Tent Agreement expires, is terminated, or otherwise ends, is called the "**Tent Agreement Ending Date**."

3.2 General Requirements

3.2.1 Subject to the provisions of the Tenting Services RFP and the Tent Agreement, the Tent Concessionaire shall operate and manage Tenting Services for the Tent Licensed Facilities in Parkway Central.

3.2.2 The Tent Concessionaire shall in good faith cooperate and communicate regularly with the Project Manger to ensure that each Event and the Tent Concessionaire's Tenting Services do not impede the normal operation of Parkway Central during public hours. The Tent Concessionaire shall not

interfere with the day-to-day operations and work of Free Library staff and Foundation staff or with public use of Parkway Central.

3.3 Event Times; Public Hours and Holidays; Trustee and Foundation Internal Events; Available Days and Times

3.3.1 The Tent Concessionaire may operate Tenting Services only for Events at Parkway Central under a Catering Agreement. Under Catering Services RFP Section 3.3.1, Events are generally limited to hours when Parkway Central is closed to the public, except as provided in Catering Services RFP Sections 3.3.2 and 3.3.3.

3.3.2 The Tent Concessionaire shall provide Tenting Services only in conjunction with an Event catered by a Caterer. The Tent Concessionaire may not schedule any Event. Rather, only a Caterer may schedule an Event, except for Internal Events scheduled by the Trustees, the Foundation, or any City department, board, or commission. Any Event the Tent Concessionaire schedules in violation of this RFP Section 3.3.2 is void.

3.3.3 Except as provided in the Catering Services RFP, no Events may take place during the City holidays listed below.

Official City Holidays

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

3.3.4 The Trustees reserve the first Friday, Saturday, and Sunday of December each year during the Term for the annual Foundation gala fundraiser (the "**Foundation Gala**"). The Trustees also reserve up to five dates (each, a "**Carve Out Date**") each calendar year for annual events, including the Pickwick Dinner, the Pepper Season Opener, and One Book One Philadelphia Events. The Foundation Gala and each Carve Out Date are all Foundation Internal Events.

3.3.5 [Reserved.]

3.3.6 The Project Manager will endeavor to notify the Tent Concessionaire of the complete list of Internal Events at the start of each calendar year, and at least 60 days before each Internal Event. It is possible, however, that an Internal Event may be scheduled on very short notice, and in that case the Project Manager will endeavor to notify the Tent Concessionaire of the Internal Event as soon as reasonably practicable.

3.3.7 [Reserved]

3.3.8 All Events that have been scheduled in Parkway Central before execution of the Tent Agreement are governed by rates and terms applicable before the Tent Agreement was executed. A list of Events already scheduled in Parkway Central as of the Tenting Services RFP posting date is set forth in Appendix 4. It is possible that additional events may be scheduled in Parkway Central before the Tent Agreement is executed. The Project Manager will inform the Tent Concessionaire of any additional scheduled Events. The Tent Concessionaire may offer to provide Tenting Services for any or all of the Events listed in Appendix 4, but the Trustees give no assurance that any of those Events' hosts or sponsors' will choose to hire the Tent Concessionaire.

3.4 Tent Concessionaire's Personnel

3.4.1 The Tent Concessionaire shall employ or hire, and shall provide, all personnel necessary and prudent to perform the Tenting Services.

3.4.2 The Tent Concessionaire shall cause its employees and representatives to conduct themselves courteously, professionally, and in a manner that reflects well at all times upon the Trustees, the Free Library, the Foundation, and the City. The Tent Concessionaire shall train and supervise its employees and representatives and cause them to be presentable in appearance and outfitted in appropriate attire that clearly identifies each employee and representative as the Tent Concessionaire's employee or representative. The Trustees may, at their sole discretion or at the direction of the City, require the Tent Concessionaire to remove and replace any employee or representative who does not meet the requirements of this RFP Section 3.4.2.

3.5 Equipment for Tenting Services; No City Representations or Warranties; Tents, Dance Floors and Lighting from Tent Concessionaire

From the loading docks, the Tent Concessionaire must use one elevator to reach the ground floor, transfer its materials to another elevator that ascends to the 4th floor of Parkway Central.

3.5.1 Tent Concessionaire to Provide Equipment; Schedule Delivery. The Tent Concessionaire shall at its own cost provide all equipment, materials, and supplies necessary and prudent for the safe, efficient, and successful performance of the Tenting Services, including tents, tent frames and poles, ropes, weights, tie-downs and anchors, canopies, trellises, pergolas, dance floor sections or pieces and connection pieces, tent lights and special lighting equipment, bulbs, LEDs, colored lighting shades, clamps, electrical cables, lighting control panels, and tent heating units.

1. On or promptly following the Start Date, the Tent Concessionaire shall contact the Project Manager and arrange to move the Tent Concessionaire's equipment, materials, and supplies into Parkway Central, as approved by the Project Manager (the "**Approved Equipment**").

2. The Tent Concessionaire shall store the Approved Equipment in a closet in the Skyline Room.

3. The Tent Concessionaire may use the Free Library's electrical outlets but shall not overload any outlet.

4. The Tent Concessionaire shall obtain the Project Manager's prior written, express approval before bringing into Parkway Central any equipment or appliance not part of the Approved Equipment or otherwise not expressly permitted by this RFP Section 3.5.1.

   A. If the Project Manager approves the Tent Concessionaire's storage of any equipment or appliance as Approved Equipment, the Tent Concessionaire shall obtain those items and move them into Parkway Central at the Tent Concessionaire's own expense. The Tent Concessionaire must arrange with the Project Manager a schedule to deliver the Approved Equipment to Parkway Central.

   B. In addition, at the end of the Event or on or before the Tent Agreement Ending Date, as the need for the Approved Equipment or appliance may dictate, the Tent Concessionaire shall remove those items, restore Parkway Central as necessitated by the removal, at the Tent Concessionaire's own expense.

   C. In addition to the Approved Equipment, the Tent Concessionaire shall not bring any equipment into Parkway Central without the Project Manager's advance written approval. The Tent Concessionaire must arrange with the Project Manager to schedule the delivery to Parkway Central of equipment the Tent Concessionaire intends to use for an individual Event.

D. The Trustees are not obligated to ensure the maintenance, repair, or replacement of the Approved Equipment the Tent Concessionaire brings into and stores in Parkway Central or of any other equipment that the Tent Concessionaire brings into Parkway Central.

5. The Tent Concessionaire shall use Free Library appliances, equipment, and other facilities only for their intended purpose and in an appropriate manner. The Tent Concessionaire's use of Free Library appliances, equipment, and other facilities is also strictly subject to the provisions of RFP Section 3.9.

6. The Tent Concessionaire shall keep its tents and other tenting equipment, and its dance floors, tent lighting equipment, tent heating equipment, and its other equipment, materials, and supplies, in good working order, clean, neat, attractive in appearance, safe, and efficient. If any of the Tent Concessionaire's equipment, materials, and supplies does not meet the standards required in the immediately preceding sentence, the Trustees may send written notice to require the Tent Concessionaire to replace the defective or deficient item, and the Tent Concessionaire shall do so promptly following its receipt of the Trustee's notice.

3.5.2 Tent Concessionaire's Standard Operating Procedures. To reduce the likelihood of damage to Parkway Central, the Tent Concessionaire shall establish written, standard operating procedures for its employees and Subcontractors to load and unload equipment, materials, and supplies, for Event set up and take down, for clean up after each Event, and other operations in connection with its Tenting Services. Before the Tent Concessionaire may come into Parkway Central for any Event, the Tent Concessionaire must obtain the Project Manager's written approval of the Tent Concessionaire's general operating procedures. Once the Project Manager has approved the Tent Concessionaire's operating procedures, the Tent Concessionaire is not obligated to obtain the Project Manager's approval of the procedures before each Event for which the Tent Concessionaire will provide Tenting Services, but the Tent Concessionaire may not change its general operating procedures without the Project Manager's prior written approval.

3.5.3 Rules of Use. The Tent Concessionaire shall comply with the Trustees' "Rules of Use" governing catered events in Parkway Central. The Trustees' Rules of Use are set forth in **Appendix 5**.

3.5.4 Industry Best Practices. The Tent Concessionaire shall at its own cost perform the Tenting Services in a prudent and safe manner and in accordance with industry best practices.

3.5.5 Damage; Repairs; Liability. The Tent Concessionaire shall immediately report to Free Library staff on duty for the Event about any damage to Free Library equipment, appliances, materials, supplies, walls, and flooring. The Tent Concessionaire at its sole cost shall promptly repair all damage to Parkway Central caused by the Tent Concessionaire, its employees or representatives, its Subcontractors or otherwise caused in connection with the Tent Concessionaire's exercise of the License. The Tent Concessionaire's repairs are subject to RFP Section 3.14 (Maintenance, Repair, and Alteration of Parkway Central). The Tent Concessionaire is liable for all damages suffered or incurred by the City, Trustees, Foundation, and the Approved Caterers, including lost profits and consequential damages that arise from damages to any of the Licensed Facilities caused in connection with the Tent Concessionaire's exercise of the License.

3.5.6 No City Obligation. Neither the City, including the Trustees, nor the Foundation, are required to provide any services, equipment, appliances, materials, and supplies for the Tenting Services. The Trustees do not make any representations or warranties about the quality or performance of the Free Library's equipment, appliances, materials, and supplies, or their suitability for use in connection with Tenting Services. The City, the Trustees, and the Foundation are not obligated to maintain, repair or replace any of the Tent Licensed Facilities, including the Free Library's equipment, appliances, materials, and supplies.

3.5.7 Terrace Flooring. The Terrace is situated on a portion of the roof of the Parkway Central third floor. The Terrace flooring is comprised of pavers that sit on supporting devices that elevate them, creating space between the pavers and the roofing surface beneath them. The Tent Concessionaire shall not chip, crack, break, or otherwise damage any of the Terrace flooring pavers or their supporting devices, and shall not puncture or otherwise damage the roofing beneath the pavers.

3.5.8. Caterer's Use of Tents, Dance Floors, Lighting; Canopies for Religious Ceremonies.

1. Under the Catering Agreement, the Caterer is obligated to obtain tents, canopies, trellises, pergolas, dance floors, tent lighting, and tent heating, only from the Tent Concessionaire. Despite the Tent Concessionaire's exclusive license to provide Tenting Services, under the Catering Agreement the Caterer, or its clients, may bring their own chuppa or other canopy into Parkway Central or onto the Terrace to be used in a Jewish wedding ceremony or other religious ritual.

2. Despite the Tent Concessionaire's exclusive license to provide dance

flooring and other special flooring for Events on the Terrace, under the Catering Agreement the Caterer may bring and provide carpeting for wedding processional aisles.

3. Under the Catering Agreement, the Caterer may bring special lighting into the Event Spaces and Licensed Facilities other than the Terrace.

3.6 Tent Storage Space and Lockers

3.6.1. Tent Concessionaire may use the "**Storage Spaces**" identified in **Appendix 1** to temporarily store its equipment, materials and supplies before an Event or between Events, but the Tent Concessionaire must obtain the Project Manager's prior written approval before storing any materials or supplies in the Storage Spaces. The Project Manager's approval may be conditioned upon the Tent Concessionaire strictly adhering to specific dates and times to store and remove the materials and supplies.

3.6.2. The Tent Concessionaire shall ensure that its use of the Storage Spaces does not interfere with Caterer use of Storage Spaces under the Catering Services RFP.

3.6.3 The Tent Concessionaire's employees and representatives may use the lockers identified in Appendix 1 to store personal items during an Event. The Tent Concessionaire shall cause its employees and representatives to empty the lockers at the conclusion of each Event. The Trustees may cut off any lock left on a locker after an Event. The Trustees may consider any item left in the lockers after an Event as abandoned and may dispose of the item in the Trustees' sole discretion. The Tent Concessionaire shall pay all of the Trustees' costs to remove locks and to remove and dispose of any item that the Tent Concessionaire or its employees or representatives leaves in the lockers after an Event.

3.6.4 The Trustees and Foundation are not responsible for any items stolen from the Storage Spaces or lockers.

3.7 Utilities

3.7.1 The Trustees make no representations or warranties regarding the adequacy of the public utilities and utility service that serve Parkway Central and the Tent Licensed Facilities. The Trustees make no representations or warranties regarding the number, power, or adequacy of electrical outlets that serve the Terrace or the Tent Licensed Facilities.

3.7.2 Except as provided in the next sentence, the Tent Concessionaire is not obligated to pay any charges or fees for public utilities and utility service

used at Parkway Central in connection with the Tent Concessionaire's Tenting Services. The Trustees may in the future impose a fee on the Tent Concessionaire to cover the cost of public utility service and utility use in connection with the Tenting Services. The Trustees may determine the basis of the fee in their sole reasonable discretion.

3.8 Marketing of Event Spaces

3.8.1 The Trustees and Foundation may actively market the Event Spaces and give tours of them to prospective clients, but the Trustees and Foundation are not obligated to do so.

3.8.2 The Tent Concessionaire may market, publicize, and advertise the Event Spaces by all commercially reasonable means, including: the internet; newspapers, magazines and other printed media; radio, television, and other broadcast media; and other media. The Tent Concessionaire may create and actively distribute a brochure that describes the Terrace and the other Event Spaces and the Tent Concessionaire's Tenting Services. The Tent Concessionaire's marketing, publicity, and advertising activities, together with its brochures, are referred to collectively in this RFP as the "**Promotional Activities**". If the Tent Concessionaire conducts any Promotional Activities, it shall use its best efforts to harmonize its Promotional Activities with those of the Caterer.

3.8.3 The Tent Concessionaire shall include on its print, broadcast, and electronic publicity related to the Terrace or any other Event Space, including advertising materials, a prominent, easily legible statement that reads as follows, or similar wording the Project Manager expressly approves in writing, in advance:

> Parkway Central of The Free Library of Philadelphia is a City of Philadelphia property operated by the Trustees of the Free Library and supported in part by the Free Library of Philadelphia Foundation.

3.8.4 The Tent Concessionaire shall obtain the Project Manager's prior written approval of the Tent Concessionaire's Promotional Activities. The Tent Concessionaire may propose a written plan to the Project Manager for its Promotional Activities. If the Tent Concessionaire obtains the Project Manager's written approval of its general plan (the "**Approved Promotional Activities**"), then, as long as the Tent Concessionaire strictly complies with the Approved Promotional Activities, the Tent Concessionaire is not obligated to obtain additional approval of its Promotional Activities. The Tent Concessionaire may not change the Approved Promotional Activities without the Project Manager's prior written approval.

3.9 Cleaning; Trash Collection; Recycling; Walk-Through Inspection

Between the Tent Concessionaire and the Caterer, the Caterer is primarily responsible for maintenance and repair of the Licensed Facilities. The Tent Concessionaire, however, shall maintain and repair the Tent Licensed Facilities and the other Licensed Facilities to the extent affected by the Tenting Services.

3.9.1 It is essential for operation of Parkway Central that the Licensed Facilities and all other areas of Parkway Central used in connection with an Event be cleaned after the Event to keep Parkway Central neat and attractive for Free Library staff and patrons and to prevent infestation by insects and rodents. Accordingly, after each Event, the Tent Concessionaire shall thoroughly remove all trash and debris created in connection with the Tenting Services for the Event.

3.9.2 At the end of each Event, the Tent Concessionaire shall leave the Tent Licensed Facilities neat and ready for use by the Trustees, the Foundation, library patrons, and by an Approved Caterer.

3.9.3 Together with the Caterer, the Tent Concessionaire shall conduct a walk-through inspection with Free Library staff before each Event and after the cleanup of each Event. See **Appendix 6** for a sample walk-through inspection sheet. During the pre-Event walk-through, the Tent Concessionaire must note to Free Library staff all existing faults with the Tent Licensed Facilities and other Licensed Facilities. The Trustees may hold the Tent Concessionaire liable to address all faults identified after an Event that the Tent Concessionaire did not identify during the pre-Event walk through, including requiring the Tent Concessionaire to clean, repair, or replace the faulty item or matter.

1. Since the Tent Event Spaces may be used frequently, the Tent Concessionaire shall promptly clean, repair, or replace all appliances, equipment, materials, supplies, furniture and fixtures damaged by the Tent Concessionaire in connection with an Event, and in no event later than 24 hours following the walk-through with Free Library staff after the Event.

2. If the Tent Concessionaire fails to timely address any damage arising from an Event as the Trustees require, the Trustees or Foundation may, each in its discretion, clean, repair, or replace the damaged item, but the Trustees and Foundation are not obligated to do so.

3. If the Trustees or Foundation clean, repair, or replace any item damaged in connection with an Event after the Tent Concessionaire's failure to timely do so, the Tent Concessionaire is liable for all the

Trustees' and Foundation's costs for the work. The Tent Concessionaire shall fully reimburse the Trustees or Foundation for those costs promptly following the Tent Concessionaire's receipt of notice from the Trustees or Foundation requiring reimbursement.

3.9.4 [Reserved.]

3.9.5 The Tent Concessionaire shall cause all waste, garbage, refuse, rubbish, and litter from its Tenting Services for each Event to be securely bagged or boxed and promptly carted away from Parkway Central. The Trustees and Foundation are not obligated to dispose of waste, garbage, refuse, rubbish, and litter from any Event.

3.9.6 [Reserved.]

3.9.7 [Reserved.]

3.9.8 The Tent Concessionaire shall not put any nail, pin, tack, screw, hook or similar item into any Parkway Central wall, floor, ceiling, counter, molding, or other surface, fixture, or finish. The Tent Concessionaire shall not put any tape or other adhesive material on any Parkway Central wall, floor, ceiling, counter, molding, or other surface, fixture, or finish.

3.10 Environmentally-Friendly ("Green") Products & Practices

The City of Philadelphia is implementing initiatives to have a positive impact on the environment and the health of Philadelphia residents and visitors. Therefore, the Trustees strongly encourage the Tent Concessionaire to use environmentally-friendly practices and products for all Tenting Services. If the Tent Concessionaire uses disposable products, the Trustees encourage the Tent Concessionaire to use chlorine-free, biodegradable products. The Trustees also encourage the Tent Concessionaire to train its employees on environmentally-friendly practices.

3.11 Subcontracting

3.11.1 The following terms have the meanings assigned to them below:

"**Subcontract**" means a contract between the Tent Concessionaire and a Subcontractor that is made in writing, orally, or by other means.

"**Subcontractor**" includes any person or firm under contract with the Tent Concessionaire to provide services, appliances, equipment, materials, supplies, or fixtures in connection with Tent Concessionaire's Tenting Services, such as, without limitation, a lighting designer, lighting equipment provider, lighting set up and operator, a dance floor designer,

dance floor provider, and dance floor assembly worker, and tenting heating appliance provider.

3.11.2 Subject to the requirements of RFP Section 4.18 and RFP Section 6.5, the Tent Concessionaire may enter into one or more Subcontracts in connection with its provision of Tenting Services.

1. At least 30 days before each Event, the Tent Concessionaire shall notify the Project Manager of all Subcontractors that will enter Parkway Central in connection with the Tenting Services for the Event and the service, supplies, or materials each Subcontractor will provide. If 30 days before an Event the Tent Concessionaire is still waiting to complete any contract with a Subcontractor, the Tent Concessionaire shall inform the Project Manager about the outstanding contract.

2. Despite entering into any Subcontracts, the Tent Concessionaire is not relieved of any of its obligations under the Tent Agreement.

3. The Tent Concessionaire shall cause its Subcontractors to comply with the Tent Agreement, including the Rules of Use. Any Subcontractor's breach of the Tent Agreement is deemed Tent Concessionaire's breach of the Tent Agreement.

3.11.3 Tent Concessionaire shall cause each of its Subcontracts to specify that

1. the Subcontract is subject to the Tent Agreement;

2. the Trustees are a third-party beneficiary of the Subcontract;

3. the Subcontractor is bound by the same requirements as the Tent Concessionaire under the Tent Agreement to (A) indemnify and defend the City, Trustees, and Foundation, (B) to name the City, Trustees and Foundation as additional insureds on the Subcontractor's insurance, and (C) to maintain and repair all damage the Subcontractor causes to the Tent Licensed Facilities and other parts of Parkway Central.

3.11.4 In addition to the requirements in RFP Section 3.11.3, the Tent Concessionaire shall include in each Subcontract a provision that the Subcontractor shall continue to provide the services it would have under its Subcontract for the remainder of the Subcontract term if:

1. the Trustees terminate the Tent Agreement or the Tent Agreement otherwise ends;

2. the Subcontractor is not in default under its Subcontract or the Tent

Agreement; and

3. the Trustees provide written notice to the Subcontractor of the Trustee's desire that the Subcontractor continue to provide those services.

3.11.5 Any purported Subcontract made in violation of this RFP Section 3.11 is void as it relates to the Subcontractor's exercise of the License. The Project Manager may prohibit a person or firm from entering Parkway Central whose Subcontract does not comply with this RFP Section 3.11.

3.12 [Reserved.]

3.13 Security; Incidents During An Event; Medical Emergencies; Closing After Event

3.13.1 The Free Library provides security within Parkway Central and surrounding outdoor areas. Free Library security personnel will be on site during each Event. The Tent Concessionaire shall immediately inform a Free Library security official if during an Event there is a security breach, disturbance, violation of the Rules of Use or Applicable Laws (defined below in RFP Section 4.11), a health emergency, or other incident that reasonably warrants the attention of Free Library security officials.

1. Free Library security officials have the final decision about the response to any security breach, disturbance, violation of the Rules of Use or Applicable Laws, or other incident during an Event that reasonably warrants the attention of Free Library security officials.

2. If a health emergency arises during an Event, however, Free Library officials in Parkway Central may assist by helping to contact emergency medical personnel. Free Library officials are not trained to provide emergency medical assistance or other medical attention.

3.13.2 The Tent Concessionaire shall work with the Caterer and with Free Library and Foundation staff to secure Parkway Central at the conclusion of each Event.

3.14 Maintenance, Repair, and Alteration of the Parkway Central

3.14.1 The following terms have the meanings assigned to them below:

"**Alteration**" and "**Alterations**" include

1. installation, modification, or replacement of any structural

element or other capital element of Parkway Central, or of any appliance, equipment or fixture of Parkway Central;

2. a modification to any building system of Parkway Central;

3. painting any wall, molding, trim, or other surface or feature of Parkway Central; and

4. a change to the appearance of Parkway Central other than temporary arrangements for a catered Event.

"**Maintain**" and "**Maintenance**" include all maintenance that is necessary or prudent to keep the Tent Licensed Facilities and related portions of Parkway Central safe, in good condition, attractive, in compliance with the Rules of Use and Applicable Laws, and in appropriate condition for the Tenting Services and public use.

"**Repair**" and "**Repairs**" include all repairs, replacements, restorations, and renewals that are necessary or prudent to keep the Tent Licensed Facilities and Parkway Central safe, in good condition, attractive, in compliance with the Rules of Use and Applicable Laws, and in appropriate condition for the Tenting Services and public use, regardless of whether the work is routine, ordinary, extraordinary, foreseen, unforeseen, or an Alteration.

3.14.2 The Tent Concessionaire shall not make, cause, or permit any Alteration to the Tent Licensed Facilities or any other part of Parkway Central without the express, written, prior approval of the Project Manager and the Trustees.

1. If the Tent Concessionaire requests approval to make any Alteration, then any delay or failure of the Project Manager or Trustees to respond to the request is deemed to be the Project Manager's or Trustees' rejection of the request, as the case may be. In case of damage or other condition in any Tent Licensed Facility or Parkway Central that arises from the Tenting Services and that poses a genuine and imminent risk of harm to persons or property, however, then, at the Tent Concessionaire's own cost,

   A. the Tent Concessionaire shall immediately make every Alteration necessary to safely secure the facility or item that poses the risk;

   B. the Tent Concessionaire shall notify Free Library security personnel in Parkway Central immediately

about the threat to safety and the Tent Concessionaire's Alterations; and

C. the Tent Concessionaire shall remove, remake, complete or otherwise change the Alteration promptly following the Project Manager's and Trustees' notice to do so.

2. The Project Manager and Trustees may request additional information from the Tent Concessionaire to consider the Tent Concessionaire's request, and each may make its approval subject to conditions set forth in its written approval notice.

3. If the Project Manager and Trustees approve any Alterations that the Tent Concessionaire asks to make, then the Tent Concessionaire shall promptly perform the Alterations in strict compliance with the Project Manager's and Trustees' approval notice and at the Tent Concessionaire's own cost.

3.14.3 Under the Catering Agreement, the Caterer has primary responsibility to Maintain the Tent Licensed Facilities and portions of Parkway Central used in connection with each Caterer's respective Events. Nevertheless, during and following each Event, the Tent Concessionaire shall promptly Maintain the Licensed Facilities and portions of Parkway Central to the extent they were affected by the Tenting Services in connection with the Event, except that any Maintenance that requires Alterations is subject to the limitations and requirements of RFP Section 3.14.2.

3.14.4 Under the Catering Agreement, each Caterer has primary responsibility to Repair the Licensed Facilities and portions of Parkway Central used in connection with each Caterer's respective Events. Nevertheless, following each Event, the Tent Concessionaire shall promptly Repair all damage that occurs to the Licensed Facilities and Parkway Central in connection with Tenting Services for the Event. The Tent Concessionaire shall complete all Repairs within 24 hours following the end of the Event. Any Repair that necessitates any Alterations to the Licensed Facilities or other parts of Parkway Central is subject to the limitations and requirements of RFP Section 3.14.2.

3.14.5 Following each Event, the Tent Concessionaire shall promptly inform the Project Manager of all damage that occurred to the Licensed Facilities or any other part of Parkway Central in connection with the Tenting Services for the Event; except that in case of an emergency the Tent Concessionaire shall comply with RFP Section 3.14.2.

3.15 Smoking Policy

3.15.1 Smoking in Parkway Central is strictly prohibited. In addition, under City of Philadelphia Ordinance #050063-A, smoking is prohibited within 20 feet of any Free Library entrance. Without limiting the general application of the preceding sentences of this RFP Section 3.15, smoking is strictly prohibited on the Terrace.

3.15.2 The Tent Concessionaire shall not permit its employees, Subcontractors, clients or their guests, to smoke in Parkway Central, including on the Terrace, in all Parkway Central restrooms, or outside within 20 feet of any Parkway Central entrance.

3.15.3 The Tent Concessionaire shall immediately notify Free Library security officials of any smoking in Parkway Central or outside within 20 feet of any Parkway Central entrance.

3.16 Licenses and Permits

The Tent Concessionaire shall at its own cost obtain and maintain during the Term all licenses, permits, and approvals that Applicable Laws require for the Tent Concessionaire to operate its business and perform the Tenting Services. The Tent Concessionaire shall cause each Subcontractor to obtain and maintain all licenses, permits, and approvals that Applicable Laws require the Subcontractor to have in order to perform the services or provide the materials the Subcontractor is to perform or provide, as the case may be.

3.17 Concession Fee; Tent Concessionaire's Payments to City; Reporting

3.17.1 The Tent Concessionaire shall pay an annual fee (the "**Flat Fee**") to the City not later than three days after the Start Date. Before each Renewal Term, if any, becomes effective, the Tent Concessionaire must pay an additional Flat Fee to the Trustees. The amount of the Flat Fee is not less than $5,000 and is set forth in the Tent Concessionaire's Proposal.

3.17.2

1. In this RFP, the term "**Gross Revenues**" includes all the Tent Concessionaire's revenue, however characterized, that the Tent Concessionaire and any of its Related Companies (defined in RFP Section 6.4.5) receives in connection with an Event; except, Gross Revenues excludes (A) all Pennsylvania sales tax, and (B) amounts paid to the Tent Concessionaire by the Caterer or the Event host or sponsor that the Tent Concessionaire actually pays to its Subcontractors.

2. In addition to the annual Flat Fee, for each Event for which the Tent Concessionaire provides Tenting Services, the Tent Concessionaire shall pay to the City a fee for the Event (the "**Tent Event Fee**"). The amount of the Tent Event Fee is set forth in the Tent Concessionaire's

Proposal.

A. For each Event for which the Tent Concessionaire provides Tenting Services, the Tent Concessionaire shall pay the Tent Event Fee to the City no later than five days after the end of the Event.

B. Together with its payment of the Tent Event Fee, the Tent Concessionaire shall deliver to the Trustees a detailed report of the Event for which it is making the payment, which must include the following:

1. Tent Concessionaire's total charges to the Caterer and the Event sponsor or host.

2. A breakdown of the Tent Concessionaire's charges for individual aspects or elements of Tenting Services for the Event, such as the number and size of tents, the number and size of dance floors, the nature and extent of lighting for the Event, the charge for tent heating equipment, and the charges for each Subcontractor's service or materials supplied for the Event Tenting Services; the Tent Concessionaire's mark up above each Subcontractor's charges; and Pennsylvania sales tax the Tent Concessionaire must pay on its revenues from the Event.

3.17.3 [Reserved.]

3.17.4 A. The Tent Concessionaire shall make all its payments to the City under the Tent Agreement by check payable to the "**City of Philadelphia**" and delivered to:

Norman Reilly, Budget Director
Free Library of Philadelphia
1901 Vine Street
Room 167
Philadelphia, PA 19103-1189

B. The Tent Concessionaire shall pay the Performance Security (defined below in RFP Section 4.4.1) to the Foundation by check payable to the "**Free Library of Philadelphia Foundation**" and delivered to:

David T. Edwards, Chief Financial Officer
Free Library of Philadelphia Foundation
1901 Vine Street

Suite 111
Philadelphia, PA 19103

C. Without limiting the provisions of RFP Section 4.4 regarding the Performance Security, the Foundation may apply some or all of the Performance Security to pay for any special cleaning, repairs, or replacements the need for which arises from Tenting Services for the Event. If the Project Manager determines after the Event that no unusual wear or damage occurred to any Event Space arising from the Tenting Services, the Project Manager will return the Performance Security to the Tent Concessionaire. If the Project Manager applies a portion of the Performance Security, the Project Manager will return the remainder of the deposit to the Tent Concessionaire.

3.17.5 The Flat Fee and the Tent Event Fee are referred to collectively as the "**Concession Fees**." The Tent Concessionaire shall pay the Concession Fees, and all other amounts the Tent Agreement requires the Tent Concessionaire to pay to the City, without deduction, counterclaim, or setoff.

3.17.6 The Tent Concessionaire shall keep accurate and complete books and records regarding its performance of the Tenting Services and make them available for inspection by the Trustees or other City officials, or by Foundation officials, in accordance with RFP Section 4.6.

3.17.7 The Tent Concessionaire's obligations under this RFP Section 3.17 survive the Tent Agreement Ending Date until the Tent Concessionaire has paid all the required Flat Fees, Tent Event Fees, and other fees and payments the Tent Agreement requires, and provided to the Trustees all the Books and Records required by RFP Section 4.6.

3.18 Ownership of Parkway Central

At all times during the Term of the Tent Agreement, Parkway Central is owned by the City of Philadelphia. Nothing contained in the Tent Agreement creates, grants, or gives to the Tent Concessionaire any legal title, easement, leasehold, or other interest in Parkway Central other than a mere license.

3.19 Condition of Parkway Central on Tent Agreement Ending Date

3.19.1 On the Tent Agreement Ending Date, the Tent Concessionaire shall leave the Tent Licensed Facilities and Parkway Central in the same or better condition than they were in on the Start Date, except for reasonable wear and tear and casualty that is fully covered by the Tent Concessionaire's property insurance that is payable to the City as loss payee.

3.19.2 If the Project Manager approved the Tent Concessionaire's bringing any

appliance, equipment, materials, supplies, furniture, fixtures or other property into the Tent Licensed Facilities under RFP Section 3.5, the Tent Concessionaire shall remove all those items from the Tent Licensed Facilities and Parkway Central on or before the Tent Agreement Ending Date. The Tent Concessionaire shall ensure that removal of its appliances, equipment, materials, supplies, furniture, fixtures, and other property does not damage Parkway Central and does not interfere with public use of Parkway Central. Subject to RFP Section 3.14.2 regarding Alterations, the Tent Concessionaire shall promptly Repair all damage it causes to the Tent Licensed Facilities and Parkway Central in connection with its removal of its property or its removal of its appliances, equipment, materials, supplies, furniture, fixtures or other property from the Tent Licensed Facilities and Parkway Central.

3.19.3 If the Tent Concessionaire leaves any appliance, equipment, materials, supplies, furniture, fixtures, or other property in Parkway Central after the Tent Agreement Ending Date, the items left by Tent Concessionaire are deemed abandoned by the Tent Concessionaire and the Trustees may keep them for Free Library use or otherwise dispose of them in the Trustees' discretion. The Tent Concessionaire shall pay the Trustees' costs to dispose of the items Tent Concessionaire leaves in Parkway Central after the Tent Agreement Ending Date.

3.19.4 Tent Concessionaire's obligations under this RFP Section 3.19 survive the Tent Agreement Ending Date.

3.20 Scheduling and Reservations

3.20.1 The Project Manager controls the schedule for use of each Event Space. The Project Manager will schedule use of each Event Space on a first-come-and-first-deposit-paid, first-served basis, subject to RFP Section 3.20.2.

3.20.2 The Tent Concessionaire may not reserve any of the Event Spaces or Licensed Facilities for an Event or any other purpose. Under the Catering Agreement, an Approved Caterer may reserve those spaces, subject to Catering Services RFP Section 3.20.

3.20.3 The Tent Concessionaire shall exercise its utmost diligence to inform the Project Manager of the Tent Concessionaire's activities.

Section 4 – General Contract Provisions

4.1 Ethics Requirements

4.1.1 In accordance with Executive Order No. 03-11, issued by the Mayor of

Philadelphia on January 25, 2011, the Tent Concessionaire shall not offer, make or render, any "Gift" to any City or Foundation official or employee, where the receipt of the Gift would be a prohibited gift to a City official under Section 2 of that Executive Order.

4.1.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 3-11, 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 determined (after consultation with the City's Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

4.1.3 In the Tent Agreement, "**Gift**" means any conveyance of anything of value, including a gift, gratuity, favor, entertainment, invitation, food, drink, or loan, unless consideration of equal or greater value is conveyed in return. "Gift" does not include a political contribution otherwise reported as required by law, or a commercially reasonable loan made in the ordinary course of business.

4.1.4 If the Tent Concessionaire offers or gives, directly or indirectly, a Gift to any City official or Foundation officials, or to any employee of either of them, in violation of Executive Order 03-11, the Tent Concessionaire will have committed a material default under the Tent Agreement that entitles the City, including the Trustees, to exercise any rights or remedies available under the Tent Agreement, at law and in equity.

4.2 Tax Requirements

4.2.1 Any contractor, vendor of goods, or provider of services, who bids on and signs the Tent Agreement is subject to Philadelphia's business tax ordinances and regulations. The Tent Agreement is entered into in the City of Philadelphia, and the Tent Concessionaire's delivery of goods into the City, or performance of services in the City, is "doing business" in the City and subjects the Tent Concessionaire to the City's tax requirements, including one or more of the following taxes:

a) Business Privilege Taxes
b) Net Profits Tax
c) City Wage Tax

4.2.2 Promptly following the Start Date, the Tent Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia

Department of Revenue for a tax account number and file appropriate business tax returns as required by Applicable Laws. 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.

4.2.3 In addition to the City's tax requirements, the Tent Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "**Assessments**") that apply to the License, the Tent Agreement, and the Tent Concessionaire's activities under the Tent Agreement. The Tent Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Tent Concessionaire's failure to timely pay all Assessments.

4.2.4 The City, including the Trustees, and the Foundation, are not obligated at any time during the Term to pay any Assessments related to the License, the Tent Agreement, or the Tent Concessionaire's activities under the Tent Agreement.

4.2.5 The Tent Concessionaire's failure to comply with the requirements of the Tent Agreement regarding payment of Assessments, or the Tent Concessionaire's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Tent Agreement.

4.3 Confidential and Proprietary Information of the Trustees, the Free Library, the Foundation, and the City

The Tent Concessionaire shall treat all information it obtains from the Trustees, the Free Library, the Foundation, and City that is not generally available to the public as confidential and proprietary to the Trustees, the Free Library, the Foundation, or the City, as the case may be. The Tent Concessionaire shall exercise all reasonable precautions to prevent any confidential and proprietary information it obtains from the Trustees, the Free Library, the Foundation, and City from being disclosed to any other person or entity. The Tent Concessionaire shall promptly indemnify, defend, and hold harmless the Trustees, the Free Library, the Foundation, and the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of any confidential or proprietary information by the Tent Concessionaire or its employees, or by any person acquiring that information, directly or indirectly, from the Tent Concessionaire or its employees. The Tent Concessionaire's obligations under this Section 4.3 survive the Tent Agreement Ending Date.

4.4 Performance Security

4.4.1 The Tent Concessionaire shall at its own cost pay to the Foundation $1,000 (the "**Performance Security**") contemporaneously with its execution of the Tent Agreement. At the Trustee's direction, the Foundation may apply the Performance Security as security for the following:

A. The Tent Concessionaire's faithful and complete compliance with the Tent Agreement, including all costs and expenses to hire persons or firms to complete Tent Concessionaire's compliance with, the Tent Agreement.

B. Full or partial compensation for any damages, costs, or expenses suffered or incurred by the City, Trustees, Free Library, and Foundation, or any of them, arising from or related to Tent Concessionaire's Event of Default under the Tent Agreement, including Tent Concessionaire's failure to pay the Flat Fee, the Tent Event Fee, and any other payment the Tent Agreement requires the Tent Concessionaire to pay.

C. Full or partial compensation for any damage to Parkway Central arising from or related to any Tenting Services and which is not Repaired by Tent Concessionaire and exceeds or is not covered by Tent Concessionaire's insurance that names the City as loss payee (for example, without limitation, Tent Concessionaire's failure to properly clean the Tent Licensed Facilities after removing all tenting-related equipment following an Event, Tent Concessionaire's failure to Repair any Free Library appliance or equipment), or to promptly pay for any Repair before insurance proceeds are available.

4.4.2 Following an Event of Default (see below) and expiration of any applicable cure period, if the Tent Concessionaire has not cured the Event of Default, the Foundation may at the Trustees' direction take payment and compensation from, or out of, the Performance Security.

4.4.3 If the Foundation takes payment or compensation from the Performance Security and the Trustees notify the Tent Concessionaire of the action, then the Tent Concessionaire shall pay to the Foundation the amount necessary to fully restore the Performance Security. The Tent Concessionaire shall make the payment not later than five days following receipt of the Trustees' notice. It is a condition precedent to Tent Concessionaire's subsequent use of any of the Tent Licensed Facilities for Tenting Services that the Tent Concessionaire must have timely and fully restored the Performance Security.

4.4.4 The Trustees shall cause the Foundation to return the funds remaining in the Performance Security to the Tent Concessionaire by check after the

Tent Agreement Ending Date after all of the following have occurred:

1. The Trustees have confirmed that the Tent Concessionaire has made all Repairs to Parkway Central for damage arising from or relating to any of the Tent Concessionaire's Tenting Services.

2. The Tent Concessionaire has provided all reports for each Event and provided all Financial Statements to the Trustees, and the Trustees have had not less than 60 days from delivery of the last report or statement to review it.

3. The Trustees have confirmed that the Tent Concessionaire has fully paid the Flat Fees, all Tent Event Fees, and all other payments the Tent Agreement requires.

4.4.5 The Foundation is not obligated to invest Tent Concessionaire's Performance Security and is not obligated to return the Performance Security to the Tent Concessionaire with any interest, dividends, or other accumulations.

4.5 Indemnification, Release and Insurance

The Tent Concessionaire shall promptly indemnify, defend, and release the City, the Trustees, and the Foundation, as set forth in **Appendix 7** to the RFP. In addition, before the Start Date, the Tent Concessionaire shall obtain the types and minimum amounts of insurance set forth in Appendix 7. The Tent Concessionaire shall maintain the required insurance throughout the Term. It is a condition precedent to the effectiveness of the Start Date and the License under the Tent Agreement that the Tent Concessionaire's must have provided the City of Philadelphia Risk Manager with a certificate of insurance evidencing that the Tent Concessionaire has obtained the types and required amounts of insurance. The Tent Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in Appendix 7.

4.6 City's Right to Inspect

4.6.1 The Tent Concessionaire shall keep complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Tent Concessionaires' Tenting Services at Parkway Central. The Tent Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

4.6.2 The Tent Concessionaire shall make its Books and Records available in Parkway Central for City officials (including the Trustees or their representatives) and for Foundation officials (including the Project

Manager), to inspect during weekday business hours upon one day's prior notice. City and Foundation officials may copy some or all of the Books and Records.

4.6.3 Within 90 days following the Tent Concessionaire's fiscal year end, the Tent Concessionaire shall submit to the Project Manager a report (the "**Annual Report**") that includes a summary of all the Tent Concessionaire's activities with respect to Parkway Central during the fiscal year, including a summary of the Tent Concessionaire's Promotional Activities, a list of each Event for which the Tent Concessionaire provided any Tenting Services, and the Tent Concessionaire's Gross Revenues from each of those Events. Tent Concessionaire shall submit the Annual Report together with a letter from the Tent Concessionaire's treasurer or chief financial officer that represents and warrants that the information in the Annual Report is true and accurate in all respects.

4.7 Default

4.7.1 The Tent Concessionaire will commit an "**Event of Default**" under the Tent Agreement if any of the following occurs:

A. Tent Concessionaire fails to timely pay the Flat Fee, any Tent Event Fee, or any other payment the Tent Agreement requires, or the Tent Concessionaire fails to timely replenish the Performance Security; or

B. Tent Concessionaire fails to timely perform, observe, fulfill, or comply with any other obligation, requirement, limitation, or prohibition imposed on or applicable to Tent Concessionaire under the Tent Agreement.

4.7.2. Following the Trustees' notice to Tent Concessionaire of the Event of Default (the "**Default Notice**"), the Tent Concessionaire must cure the Event of Default within the applicable cure period specified below:

A. In the case of an Event of Default under Section 4.7.1.A, the Tent Concessionaire must cure the default within 3 days after receiving the Default Notice.

B. In the case of an Event of Default under Section 4.7.1.B, the Tent Concessionaire must cure the Event of Default within 15 days after receiving the Default Notice.

4.7.3 If the Tent Concessionaire fails to timely cure the Event of Default after receipt of the Default Notice, then without further notice the Trustees may in their discretion exercise one or more of the following remedies and any remedy available to the Trustees at law or in equity:

A. Suspend or terminate the Tent Agreement, in whole or in part, without liability to the Tent Concessionaire, including canceling Tent Concessionaire's Tenting Services for one or more Events for which the Tent Concessionaire was previously scheduled to provide Tenting Services.

B. Apply some or all of the Performance Security to pay any amount the Tent Concessionaire has failed to pay, to pay for any Maintenance or Repair which the Tent Concessionaire has failed to perform, and to reimburse the Trustees for any damages or costs they incur arising in connection with the Tent Concessionaire's failure to comply with the Tent Agreement.

C. Retain or dispose of any appliance, equipment, materials, supplies, furniture, fixtures or other property that the Tent Concessionaire has left in Parkway Central.

D. Despite RFP Section 4.7.2,

1. in the case of any Event of Default, or any condition that arises in connection with Tenting Services for an Event, that poses a threat of imminent harm to persons or property; and

2. in the case of any damage the Tent Concessionaire causes to the Tent Licensed Facilities or other parts of Parkway Central that arises in connection with Tenting Services and that reasonably could interfere with another event or other use of the Licensed Facilities, the Free Library's operation of Parkway Central, or the public's use of Parkway Central,

the Trustees may immediately exercise any or all of the remedies listed in RFP Sections 4.7.3.A and B without providing a Default Notice to the Tent Concessionaire.

E. The Trustees may exercise their remedies separately, cumulatively, successively, and or repeatedly, in the Trustees' discretion.

4.7.4 The Trustees' failure or delay in providing a Default Notice to the Tent Concessionaire does not relieve or excuse the Tent Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the Trustees' rights or remedies following delivery of a Default Notice or as provided in RFP Section 4.7.3.D.

4.7.5 The Trustees' application or use of the Performance Security does not relieve the Tent Concessionaire from liability for any damages or expenses

suffered or incurred by the Trustees, the Free Library, the City, and the Foundation that exceed the amount of the Performance Security.

4.8 Non-Indebtedness

4.8.1 By executing the Tent Agreement, Tent Concessionaire certifies, represents, and warrants to the Trustees that the Tent Concessionaire and its parent company(ies), subsidiary(ies), and affiliate(s), if any, are not currently 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), liens, judgments, fees or other debts (collectively "**Indebtedness**") for which no payment plan satisfactory to the City has been established. The Tent Concessionaire shall not be indebted to the City, and shall prevent its parent company(ies), subsidiary(ies), and affiliate(s), if any, from being indebted to the City, during the Term of the Tent Agreement, for any Indebtedness for which no payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Tent Concessionaire's false certification, misrepresentation, breach of warranty, or breach of its covenants, set forth above in this RFP Section 4.8.1, may in at the sole discretion of the City, result in the withholding of payments otherwise due from the Tent Concessionaire to the Trustees in connection with the Tent Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the termination of the Tent Agreement for default (in which case the Tent Concessionaire is liable for all excess costs and other damages resulting from the termination).

4.8.2 The Tent Concessionaire shall cause each of its Subcontractors (if any) to make a certification to the City similar to that made by the Tent Concessionaire in Section 4.8.1 above. The Tent Concessionaire shall include the provisions in Section 4.8.1 in each Subcontract under the Tent Agreement, with appropriate adjustment for the name of the Subcontractor.

4.8.3 False certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

4.9 Condition of Parkway Central

The Trustees make no representation or warranty regarding the condition of Parkway Central, including its suitability for Events. By signing the Tent Agreement, the Tent Concessionaire accepts the License given by the Tent Agreement and agrees to use Parkway Central in its "AS IS" condition for the purposes set forth in the Tent Agreement. The Tent Concessionaire submitted its Proposal and entered into the Tent Agreement based solely on Tent

Concessionaire's own investigation of the condition of Parkway Central.

4.10 Safety Measures

Subject to RFP Section 3.14, the Tent Concessionaire shall at its own cost take all steps necessary and desirable for the safe exercise of the License and performance of the Tenting Services and to prevent any injury or damage to any person or property in, on, or about Parkway Central arising in connection with exercise of the License.

4.11 Compliance with Applicable Laws

The terms, "**Applicable Law**" and "**Applicable Laws**" include all present and future federal, state, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Tent Agreement, the License, the Tent Concessionaire, Parkway Central, and the Tent Concessionaire's operations under the Tent Agreement. The Tent Concessionaire shall promptly comply with all Applicable Laws, including:

4.11.1 The Trustees' regulations and policies governing the use of meeting spaces in Parkway Central.

4.11.2 The Rules of Use (see **Appendix 5**).

4.11.3 The tax requirements of all governmental authorities having jurisdiction over the Tent Agreement, the License, the Tent Concessionaire, and the Tent Concessionaire's operations under the Tent Agreement.

4.12 Entire Agreement; No Amendment

4.12.1 The Tent Agreement is the final, complete, and exclusive expression of the City's and Tent Concessionaire's agreement about the License and Tenting Services in Parkway Central. All prior negotiations and agreements, if any, between the City and Tent Concessionaire relating to the License and Tenting Services are superseded by and merged into the Tent Agreement.

4.12.2 The Tent Agreement may not be amended or modified except by a written agreement signed by the Trustees and the City's Procurement Commissioner and approved as to form by a City of Philadelphia Law Department attorney, and signed by a duly authorized representative of the Tent Concessionaire. Any purported amendment of the Tent Agreement made without strict compliance with this Section 4.12.2 is void.

4.12.3 The City's delay or failure to respond in writing to the Tent

Concessionaire's request to change any provision of the Tent Agreement is deemed the City's rejection of the proposed change.

4.13 No Joint Venture or Partnership

The Tent Agreement does not create a joint venture or partnership between the Tent Concessionaire and the City, the Trustees, or the Foundation. The Tent Concessionaire is an independent entity and is not an agent of the City, the Trustees, or the Foundation.

4.14 Severability

The provisions of the Tent Agreement are severable. If any provision of the Tent Agreement is held to be invalid or unenforceable for any reason, then that provision is deemed adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Tent Agreement does not affect any other provision of the Tent Agreement. If any provision of the Tent Agreement is held invalid or unenforceable so that the Trustees are deprived of a material consideration to them under the Tent Agreement, then the Trustees may, in their discretion, terminate the Tent Agreement without liability to the Tent Concessionaire.

4.15 Waiver of Jury Trial

Tent Concessionaire knowingly, intentionally, and voluntarily waives trial by jury in any legal proceeding arising under or related to the Tent Agreement, including torts. This provision is a material inducement for the Trustees to enter into the Tent Agreement. The Tent Concessionaires shall include a provision in all their Subcontracts under the Tent Agreement under which their Subontractors also waive trial by jury in any legal proceeding arising under or related to the Tent Agreement.

4.16 Place of Contract; Governing Law; Venue

4.16.1 The Tent Agreement is made in Philadelphia, Pennsylvania, and is governed by Pennsylvania law. In any proceeding arising under or related to the Tent Agreement, the Tent Agreement is to be interpreted in accordance with Pennsylvania law, without reference to choice of law provisions.

4.16.2 All claims arising under or related to the Tent Agreement must be filed in the Court of Common Pleas of Philadelphia County. The Tent Concessionaire consents to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County and Pennsylvania courts of appeal. The Tent Concessionaire waives its right to file a motion to remove venue

for any proceeding to another jurisdiction or to any federal court.

4.17 Counterparts

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

4.18 Assignment Prohibited

Subject to RFP Section 3.11 regarding Subcontracts, the Tent Concessionaire shall not assign its rights or delegate any of its obligations under the Tent Agreement. Any purported assignment or delegation by the Tent Concessionaire in violation of this provision is void and is deemed an offer to the Trustees to immediately terminate the Tent Agreement, which the Trustees may accept or decline in the Trustees' sole discretion.

4.19 Fair Practices; Nondiscrimination

4.19.1 The Tent Agreement is entered into under the terms of the Philadelphia Home Rule Charter and The Philadelphia Code. In performing the Tenting Services, the Tent Concessionaire shall comply with the provisions of the Philadelphia Code's Fair Practices Ordinance (Chapter 9-1100), as it may be amended from time to time. The Fair Practices Ordinance prohibits, among other things, discrimination by an employer with respect to employment on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap or marital status. If the Tent Concessionaire commits any prohibited discrimination, the City may terminate the Tent Agreement forthwith or exercise any other remedy provided to the City in the Tent Agreement or at law or in equity. This paragraph does not limit or restrict the City's right to terminate the Tent Agreement as set forth in other sections of the RFP and Tent Agreement.

4.19.2

1. In accordance with Philadelphia Code Chapter 17-400, the Tent Concessionaire's 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, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a material default of the Tent Agreement by the Tent Concessionaire that entitles the City to all rights and remedies provided in the Tent Agreement or otherwise available at law or in equity.

2. The Tent Concessionaire shall include Section 4.19.2.1 immediately above, with appropriate adjustments for the identity of the parties, in all Subcontracts that the Tent Concessionaire enters into for work to be performed pursuant to the Tent Agreement.

3. The Tent Concessionaire shall cooperate with the City's Commission on Human Relations in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code, and the Tent Concessionaire's failure to do so constitutes a material default of the Tent Agreement by the Tent Concessionaire that entitles the City to all rights and remedies provided in the Tent Agreement or otherwise available at law or in equity.

4.20 Validity of Trustee Approval and Other City Approvals

4.20.1 Except where the Tent Agreement expressly requires the Tent Concessionaire to obtain the Trustees' review, approval, permission, or consent exclusively or in addition to that of the Project Manager's, the Project Manager may perform or give the review, approval, permission, or consent on behalf of the Trustees and the Project Manager's decision binds the Trustees and the City.

4.20.2 Except where the Tent Agreement expressly specifies that a review, approval, permission, or consent must be obtained from a City department, board, commission, or official other than the Trustees or the Project Manager, any review, approval, permission, or consent that the Tent Concessionaire is required to obtain under the Tent Agreement is not valid or effective unless obtained or confirmed in writing from the Trustees or the Project Manager, as the case may be.

4.20.3 Where the Concession Agreement requires the review, approval, permission, or consent of a City department, board, commission or official other than the Trustees or the Project Manager, then the review, approval, permission, or consent is not valid unless given by the specified department, board, commission, or officials and in the specified manner.

4.20.4 Any review or approval given under the Tent Agreement is not the review, approval, or other consideration required of any City department, board, or commission otherwise required by Applicable Laws. The Trustees', Foundation's, or City's review or approval under the Tent Agreement is not any representation, warranty, or guaranty about the matter reviewed, approved, or considered.

4.20.5 The provisions of this RFP Section 4.20 are subject to RFP Section 4.12 regarding amendments.

4.21 Interpretation

The Tent Concessionaire agrees that the rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of the Tent Agreement.

4.22 No Third Party Beneficiary

There are no third party beneficiaries of the Tent Agreement.

4.23 Time of the Essence

Time is of the essence in the Tent Concessionaire's compliance with each of its obligations under the Tent Agreement.

4.24 Force Majeure Event

4.24.1 The Tent Concessionaire is excused from compliance with any obligation under the Tent Agreement where (1) compliance with the obligation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, extreme weather, war, terrorism, riot, embargo, or labor strike (except a strike by Tent Concessionaire's own employees or the employees of a Subcontractor), (2) the breakdown or failure of any apparatus, equipment or machinery in Parkway Central required in connection with Tenting Services where the breakdown or failure is not in any degree the Tent Concessionaire's fault, and (3) the Tent Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1), (2), and (3) together, a "**Force Majeure Event**").

4.24.2 The Tent Concessionaire is excused from compliance with any obligation under the Tent Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until the Tent Concessionaire can sooner reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Tent Concessionaire's compliance with a material obligation or limitation under the Tent Agreement, and if the Force Majeure Event continues for two months or longer, then the Trustees may terminate the Tent Agreement in their discretion without liability to the Tent Concessionaire.

4.24.3 The City is excused from compliance with any requirements applicable to it under the Tent Agreement if the City cannot comply because of any hurricane, tornado, earthquake, extreme weather, war, terrorism, riot,

embargo, labor strike or other work stoppage, acts of public enemy, government action, or breakdown or failure of any appliance or equipment employed in supplying the required services or any act or condition beyond the reasonable control of the City.

Section 5 – Eligibility to Submit a Proposal

5.1 General

To be eligible for award of the Tent Agreement and the License, a Respondent must demonstrate that it can provide Tenting Services for Events up to 250 people.

5.2 Management Experience Qualifications

In order to receive consideration for award of the Tent Agreement, a Respondent must demonstrate that the Respondent has the experience and financial resources that the Trustees determine are sufficient to meet the requirements set forth in this RFP ("**Management Experience Qualifications**"). A Respondent must also demonstrate that it has the equipment, materials, and supplies to provide Tenting Services that are attractive in appearance, safe, and efficient.

5.3 Records and Reports

A Respondent must have the capability to maintain and furnish management records, Books and Records, and Annual Reports, as required in RFP Section 4.6 in a format satisfactory to the Trustees.

5.4 Unacceptable Respondents

5.4.1 The City will not accept a Proposal from, and will not award the Tent Agreement to, any Respondent that itself, or any of whose directors, officers or employees,

1. is in arrears or is in default of any debt to the City, including any tax delinquency and any contract obligation;

2. has defaulted as surety, guarantor, or otherwise upon obligations to the City;

3. has failed to perform faithfully any previous contract with the City;

4. has failed to execute a contract the person, firm, or organization negotiated with the City; or

5. is involved in litigation against the City of Philadelphia.

5.4.2 The City will not accept any Proposal from, and will not award the Tent Agreement to,

1. any member, official, officer, director, or employee of the Trustees, the Free Library, the Foundation, or City;

2. any person, firm, or organization in which any of the persons listed in 5.4.2.1 has a direct or indirect financial interest, including a firm in which the Trustees, Free Library, Foundation, or City member's, official's, officer's, director's, or employee's parent, grandparent, spouse, sibling, child, or relative in-law is an officer, director, or employee.

5.5 Each Respondent May Submit Only One Proposal

A Respondent must not be a party to more than one Proposal. If a Respondent is a party to more than one Proposal, the City may reject all those Proposals.

Section 6 – Proposal Submission Requirements

6.1 Responsiveness

To be eligible for consideration by the City and award of the Tent Agreement, a Respondent's Proposal must be responsive to this RFP. For its Proposal to be responsive to this RFP and considered by the Trustees, a Respondent must

6.1.1. follow all this RFP's instructions and submit all the materials and information this RFP requires; and

6.1.2. describe, at a minimum, its management and operating practices, personnel requirements, and the reporting mechanisms it would employ to provide Tenting Services at Parkway Central, as well as each of the Concession Fees it would pay to the City.

6.2 Form of Proposal

6.2.1 Each Respondent must submit its Proposal in hard copy, including one original signed cover letter and Proposal and eight copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal. The Trustees will not accept Proposals by facsimile or by e-mail.

6.2.2 Each Respondent may submit its Proposal in envelopes, packets, or boxes,

as it chooses, but it must seal the envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals.

6.2.3 Each Respondent's Proposal must follow the form of this RFP. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and clearly refer to this RFP. The Respondent should number all the pages clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Each Respondent may include illustrations and oversized drawings with its Proposal, but the drawings must be accompanied by 8½" x 11" sectionals or reduced to 8 ½" x 11" as well.

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

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

1. Cover letter.
2. Statement of Understanding of the Purpose of this RFP (see RFP Section 6.6).
3. Description of Respondent's company, organization, and personnel (see RFP Section 6.4).
4. Respondent's Management Experience Qualifications, and at least three references (see RFP Section 5.2 and RFP Section 6.4.8).
5. Completed Concession Fees form, **Form A** (see RFP Section 3.17).
6. Completed "Solicitation for Participation and Commitment Form," **Form B** (see RFP Section 6.5).
7. Photographs that show the types of the Respondent's tents, tent lighting equipment, dance floors, and tent heating equipment, and the condition of that equipment (see RFP Section 3.5.1.6).

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

1. Respondent's name and address.
2. Identification as "Proposal for Tenting Services at Parkway Central."
3. The Deadline for Submitting Proposals, as stated on the cover page of this RFP.

6.3 Submission of Proposal by "Deadline for Submitting Proposals"; Oral

Presentations

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

6.3.2 The Trustees may require Respondents to make oral presentations after the Deadline for Submitting Proposals. The Trustees may determine the date and time of any required oral presentations.

6.4 Company Profile; Operating Experience

Each Respondent must:

6.4.1 Submit a résumé or detailed description of the Respondent's professional qualifications that demonstrates extensive experience in the industry, or affiliation with individuals and firms who have that expertise. The résumé or detailed description must include the number of Respondent's employees and number of years Respondent has been in business.

6.4.2 Explain its corporate organizational structure and ownership.

6.4.3 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.

6.4.4 Provide its Federal Employer Identification Number.

6.4.5 Identify all parent, subsidiary, affiliate, and partnership relationships of its company with other businesses (those other businesses collectively, "**Related Companies**"). Related Companies include businesses in which any owner or principal officer of the Respondent (1) has an ownership interest in, or (2) is a principal, executive, or other senior officer of, or (3) their mother, father, spouse, sibling, child, grandchild, aunt, uncle, niece, nephew, or relative-in-law has an ownership interest or is a principal, executive, or senior officer of.

6.4.6 Provide evidence of its financial capacity and stability, which may include its total annual revenue, bank account balances, and other financial information.

6.4.7 If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venture entity and the percentage of ownership of each partner or joint

venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company's organization and incorporation, and list the names and addresses of the company's board of directors and officers, or managers or members, as the case may be.

6.4.8 Each Respondent must provide at least three recent references with whom the Respondent has worked and who can describe such matters as the Respondent's financial and operational capability (for example, without limitation, to operate quality tenting services at facilities comparable in size and character to the Terrace). The Respondent must include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.

6.4.9 List all contracts the Respondent and all its Related Companies have had with the Trustees, the Free Library, the Foundation, or the City, in the last five years.

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

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

6.4.12 Complete the Proposed Concession Fees form, **Form A**, which states the Respondent's proposed Flat Fee and proposed Tent Event Fee.

6.5 Participation of Minority, Woman and Disabled Owned Business Enterprises in City Contracts

The Tent Agreement is subject to Mayor's Executive Order, No.02-05 relating to the participation of minority-owned, women-owned, and disabled-owned businesses in City contracts. Respondents are required to respond to the requirements specified in **Appendix 8** of this RFP and should submit the "**Solicitation for Participation and Commitment Form**" (the "**S & C Form**") attached to this RFP as **Form B** to identify its solicitations and any commitments made with M/W/DSBEs (defined in Appendix 8) to participate in the Tent Agreement. Respondents must indicate on the S & C Form the work to be performed and the dollar amount and percentage of work to be performed by an M/W/DSBE firm. Respondents are also required to submit documentation of

their "**Good Faith Efforts**" (as more fully described in Appendix 8), whether or not they have achieved any commitments with M/W/DSBEs. For a listing of firms certified as M/W/DSBEs, please visit http://mbec.phila.gov/home/directory.asp. The Trustees may, in their sole discretion, reject any Proposal that does not include a completed S & C Form.

6.6 Understanding the Purpose of this RFP and the Rights and Obligations of the Tent Concessionaire

Section 3 and Section 4 of this RFP set forth the minimum requirements that a Tent Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of the Trustees' goals in issuing this RFP, the nature and scope of the work involved, and how the Respondent's expertise will enable Respondent to fulfill the Trustees' goals and maximize the potential of Parkway Central as an event venue. Also, each Respondent must describe its approach to the proposed Tenting Services, including Respondent's work plan and strategy.

6.7 Operating Plan

6.7.1 All Proposals must include a detailed operational plan for Tenting Services at Parkway Central ("**Operating Plan**"). At a minimum, the following must be included in the Operating Plan:

6.7.1.1 A detailed description for operating and managing the Tenting Services at Parkway Central, including staffing and marketing.

6.7.1.2 [Reserved.]

6.7.1.3 Identification of Respondent's on-site management team and description of the team's background and experience.

6.7.1.4 The estimated number of employees and the positions the employees will fill in the Tent Concessionaire's performance of Tenting Services.

6.7.1.5 The customer service standards Respondent deems necessary for successful Tenting Services.

6.7.1.6 Names and description of the vendors to be subcontracted by the Respondent to provide additional services for clients.

6.7.1.7 Description of any other requirements not mentioned in Section 3 or 4 of this RFP that are required to ensure the safe and legal operation of the Tenting Services in Parkway Central.

6.7.2 If the Trustees renew the Tent Agreement for one or more Renewal Terms

in accordance with Section 3.1 above, then the Tent Concessionaire shall submit to the Trustees a revised operational plan (the "**Annual Operating Plan**") outlining Tenting Services for the upcoming Renewal Term. The Tent Concessionaire shall submit its Annual Operating Plan reasonably promptly following the Tent Concessionaire's receipt of the Trustees' Renewal Notice, but not later than 10 business days before the start of the upcoming Renewal Term. The Tent Concessionaire's Annual Operating Plan is subject to the Trustees' approval, which may be subject to conditions and changes the Trustees reasonably require.

6.8 Confidential Information

6.8.1 If a Respondent chooses to include material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The Trustees will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws, including the Pennsylvania Right to Know Act.

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

NOTICE

The information on pages _____ of this Proposal, identified by the words "**Confidential Proprietary Information**" in at least 12 point, boldface type in the top right-hand corner of each page, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such information be used only for evaluation of Respondent's Proposal, and not be disclosed to the public except as may be required by Applicable Law.

6.9 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 Trustees 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 Trustees' selection of a Respondent for further negotiations leading to a Tent Agreement constitute acceptance by the Trustees of any

objection or proposed alternative provision set forth in that Respondent's Proposal.

Section 7 – Conditions Regarding Proposals; Trustees' Reservation of Rights; Effectiveness of Tent Agreement

7.1 Covenants and Conditions Regarding Proposals

By submitting a Proposal in response to this RFP, the Respondent agrees to the following covenants and conditions relative to its Proposal and the Trustees' consideration of the Proposal:

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

7.1.2 It is Respondent's responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP.

7.1.3 Upon Respondent submitting its Proposal, the Proposal becomes the property of the Trustees and will not be returned to the Respondent.

7.1.4 Respondent must promptly permit the Trustees to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References.

7.1.5 Respondent must promptly provide additional information or more detailed information upon request by the Trustees, including information inadvertently omitted by a Respondent.

7.1.6 Respondent must promptly send representatives for interviews with Trustees' or their designees when requested by the Trustees.

7.1.7 Respondent's Proposal remains open for acceptance by the Trustees and in full effect for at least 120 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP.

7.1.8 Respondent shall not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the Trustees.

7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the Trustees 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 Respondent's initial Proposal, to the address specified on the cover page of this RFP for submitting Proposals.

7.2 Reservation of Rights

The Trustees reserve the following rights and options with respect to each Respondent's Proposal submission and the evaluation and selection process under this RFP. The Trustees may in their discretion exercise these rights and options at any time prior to execution of the Tent Agreement:

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

7.2.2 To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the Trustees' sole judgment, it is in the Trustees' best interest to do so.

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

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

7.2.5 To request that one or more of the Respondents clarify, modify or supplement its Proposal, including information inadvertently omitted by a Respondent.

7.2.6 To request interviews or oral presentations from one or more Respondents.

7.2.7 To request recent financial statements from Respondents as a means of verifying their capability to meet all the obligations of the Tent Concessionaire.

7.2.8 To conduct investigations with respect to the qualifications of each Respondent and call a Respondent's references.

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

7.2.10 To make modifications to the responsibilities of the Tent Concessionaire as set forth in this RFP that in the Trustees' reasonable discretion are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the Trustees, in their sole discretion, determine that permitting other Respondents to modify their Proposals is in the Trustees' best interest.

7.3 Tent Agreement Effectiveness

The Tent Agreement will not be binding upon the Trustees, and a Respondent will not become the Tent Concessionaire, until after all of the following have occurred:

7.3.1 The Respondent posts a $1,000 cash Performance Security.

7.3.2 The Respondent has caused a certificate of insurance to be delivered to the City's Risk Manager in accordance with RFP Section 4.5, and Appendix 8, which shows that the Respondent has obtained all the types and amounts of insurance the RFP requires.

7.3.3 The Tent Agreement has been signed by the Respondent and approved as to form by a City of Philadelphia Law Department attorney.

7.3.4 The Tent Agreement has been executed by the Trustees and by the City's Procurement Commissioner.

7.4 Acceptance of the Provisions of this RFP

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including the rights reserved by the Trustees.

Section 8 – Evaluation of Proposals

8.1 Selection Committee

Those Proposals that the Trustees determine in their discretion are responsive to this RFP will be reviewed by a "**Selection Committee**" comprised of representatives from the Trustees, the Free Library, the Foundation, the City of Philadelphia Procurement Department, and possibly other City officials.

8.2 Proposal Evaluation Criteria

8.2.1 The Selection Committee will evaluate Proposals by considering the criteria listed below. No particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the

list.

8.2.1.1 Demonstrated experience at operating tenting, dance floor, tent lighting facilities, and tent heating units, that are each similar in size and character to those that may be used on the Terrace of Parkway Central.

8.2.1.2 Financial capability to perform the work required by the RFP and as presented in the Proposal.

8.2.1.3 Each Respondent's proposed Operating Plan.

8.2.1.4 Each Respondent's tenting services, dance floor services, tent lighting services, tent heating services, quality, variety and range of pricing points.

8.2.1.5 Each Respondent's proposed Flat Fee and Tent Event Fee.

8.2.1.6 The type, quality, and appearance of each Respondent's equipment and materials it would use to perform the Tenting Services.

8.2.1.7 Any other factors the Selection Committee considers relevant to the evaluation to the Proposal.

8.2.2. The Selection Committee may ask one or more Respondents to discuss its Proposal with the Selection Committee. Discussion may cover any matter covered by this RFP or that the Trustees deem relevant to the proposed Tenting Services.

8.3 Award of Tent Agreement

The Trustees will award the Tent Agreement to the Respondent whose proposal the Trustees, in their sole discretion based on the Selection Criteria, determine best meets the Trustees' goals in issuing this RFP and that is in the best interest of the Trustees.

8.4 Amendments of Tent Agreement

The Trustees reserve the right, in their sole discretion, but subject to the Tent Concessionaire's agreement, to amend the Tent Agreement in light of then-prevailing circumstances as a condition to renewing the Tent Agreement.

Section 9 – Signing of Proposals

Each Respondent must sign its Proposal using one of the forms on the following pages as

is appropriate for the Respondent's form of business organization. The Proposal must be signed by a person authorized to bind the person or entity submitting the Proposal.

[*The remainder of this page left blank intentionally; signature page follows*.]

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

Date: _____ _____, 2014

_____

Name of Respondent

_____

Signature of Individual or Authorized Signer

_____

Printed Name and Title of Signer

_____

Additional Authorized Signer (if applicable)

_____

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

_____

Respondent's Federal Employer Identification Number

_____

Phone Number

_____

E-mail Address

_____

Street Address

_____

City, State, Zip Code

_____

_____

_____

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

Date: _____ _____, 2014

_____

Corporate or Company Name

_____

Authorized Signer

_____

Printed Name and Title of Signer

_____

Additional Authorized Signer (if applicable)

_____

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

_____

Respondent's Federal Employer Identification Number

_____

Phone Number

_____

E-mail Address

_____

Street Address

_____

City, State, Zip Code

_____

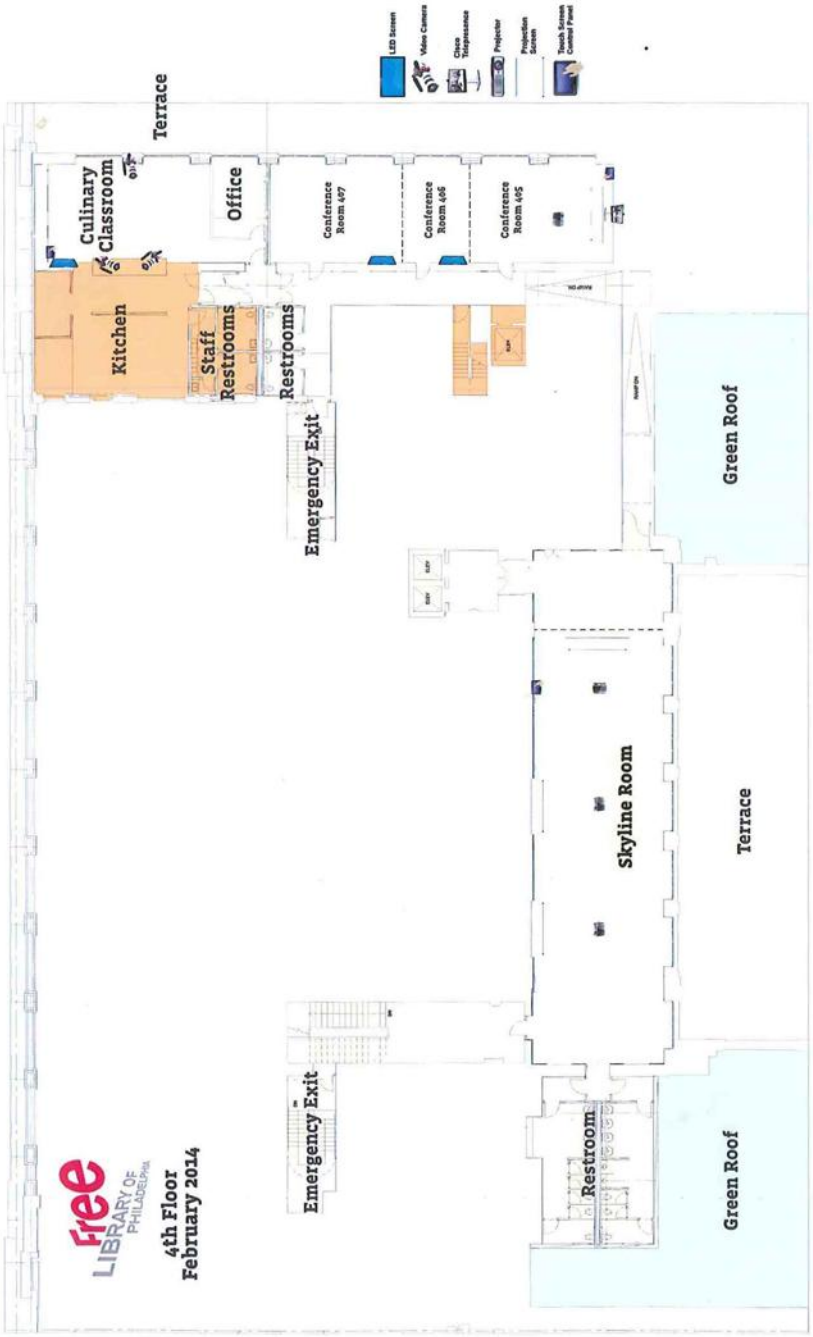
_____

_____

Appendix 1

[RFP Section 2.2.5 and RFP Section 2.4]

Floor Plans of the Skyline Room and Terrace



Appendix 2

[RFP Section 2.3.2]

The number and type of private catered events held in Parkway Central over the past few City of Philadelphia fiscal years: July 1—June 30.

Fiscal Year 2010–2011 – 18 events
15 Weddings
1 Comedy/Talent Show
1 Memorial Service
1 Corporate Event

Fiscal Year 2011–2012 – 22 events
17 Weddings
3 Birthday Parties
2 Meetings

Fiscal Year 2012–2013* – 10 events
6 Weddings
2 Receptions
1 Baby Shower
1 Comedy/Talent Show

Fiscal Year 2013-2014** – 15 events
13 Weddings
1 Symposium
1 Gala

**Renovations to the third and fourth floors of Parkway Central were originally scheduled to start in June 2012 but were moved back to January 2013. Nevertheless, because of the originally scheduled June 2012 start date, six months of this fiscal year were closed to possible rentals in the Skyline Room/Terrace*

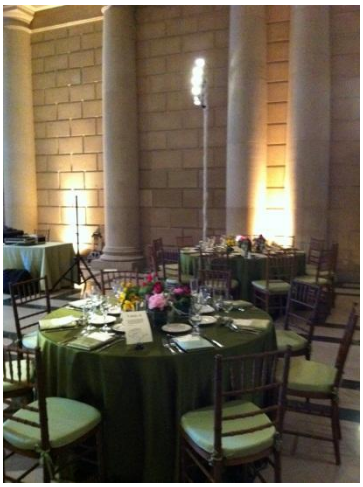
***Skyline Room/Terrace unavailable for most of FY 2013-2014 due to ongoing renovations.*

Appendix 3

[RFP Section 2.3.3]

Sample photos from previous events at Parkway Central, including the Skyline Room and Terrace

Event in the Lobby



Event in the Lobby

Event on the Terrace

Dinner Program in Room 108

Development Event on Terrace

Development Event on Terrace

Appendix 4

[RFP Section 3.3.8]

Events Scheduled to Take Place In Parkway Central on Date RFP is Issued

2014
April 10 – Program and Reception
April 12 – Wedding
April 16 – Reception
April 23 - Luncheon
April 26 – Wedding
May 8 – Gala
May 17 – Family Event
June 5 – Reception
June 9 – Development Dinner
June 14 – Retirement Party
June 27 – Birthday Party
July 19 – Wedding
July 26 – Wedding
August 2 – Volunteer Dinner
August 9 – Wedding
August 16 – Wedding
August 23 – Wedding
September 6 – Wedding
September 13 – Wedding
September 20 – Wedding
September 27 – Wedding
October 11 - Wedding
October 18 – Wedding
October 25 – Wedding
November 1 - Wedding
December 6 – Borrowers' Ball

2015
May 2 – Wedding
May 16 – Wedding
May 30 - Wedding
June 6 – Wedding
June 13 – Wedding
June 20 - Wedding
December 5 – Gala

List complete as of 4/11/14

Appendix 5

[RFP Section 3.5.3]

Rules of Use

The Caterer and Tent Concessionaire shall comply with the following policies and procedures that have been designed to preserve and protect the historical nature of Parkway Central:

1. In the event of a building emergency, such as a broken elevator, plumbing or electrical problem, the Caterer shall promptly contact the security supervisor on duty (215-686-5366) who will contact the appropriate library staff member(s) and building engineer on duty.

2. The locations of fire alarms and emergency exit locations are posted on the wall near the elevators.

A. Deliveries

1. Arrival cannot occur earlier than two and one-half hours prior to an Event. Post-Event break-down should take no more than one and a half hours to complete. If more time is needed, additional time must be arranged at least two weeks prior to the Event with the Project Manager. The Caterer shall pay to the Free Library Budget Manager a fee of $250.00 per hour for each additional hour or partial hour over the arrival and break-down times stated above.

2. All Event deliveries and unloading of equipment are limited to the loading dock on Wood Street. Immediately upon unloading, the delivery vehicle(s) must be moved away from the loading dock. Two parking spaces on Wood Street are available for the Event delivery and Caterer's vehicles. A security member from the Security Control Room near the ramp near on Wood Street near 20th Street will instruct the Caterer where to park. **All delivery dates and times (for equipment and Caterer arrival) must be scheduled through the Project Manager. Any deliveries that occur outside of the scheduled time will be refused.**

B. Kitchens/Food Prep/Fire Codes

1. The Caterer shall not do any cooking in the east corridor HOME Page Café. The Caterer may run food from the Café and do bussing in the Café. The Caterer shall not set up or bring any portable ovens, stoves, or fryers in the Café.
2. The Caterer shall not set up or bring any portable ovens, stoves, or fryers in the Catering Kitchen.
3. The Caterer shall not enter or use The HOME Page Café work station.

4. For Events on the 4th floor, the Caterer shall obtain all water it needs only in the Catering Kitchen. For Events on the 1st floor, the Caterer shall obtain all water it needs from Room 108.
5. The Caterer accepts all responsibility for food prepared using the Catering Kitchen equipment. The Trustees make no representations or warranties about the Catering Kitchen equipment.
6. The Caterer shall deliver all approved and permitted rented equipment before 12:00 Noon on the day prior to the Event. If the Event falls on a Monday, the Caterer must deliver all the equipment between 1:00 PM and 5:00 PM on Sunday. Free Library electrical engineers will run all electrical wiring and hook up all electrical rented equipment.
7. The Caterer shall take all precautions to safely use the electrical outlets in Parkway Central and to prevent damage to the outlets. The Trustee recommends that the Caterer use power strips for the multiple uses of outlets, but the Caterer shall not overload any outlet. The Caterer shall plug in its equipment into outlets in more than one area to prevent an outage. The Trustees and Foundation are not obligated to provide extension cords or power strips.
8. The Caterer shall not use or permit any open flames indoors, including for cooking and candles. The Caterer may, however, use sterno dishes in the Lobby and the Skyline Room, but NOT on the Terrace.

C. Trash Disposal/Clean-Up

1. Following an Event, the Caterer shall not leave any trash in Parkway Central trash receptacles, on the loading dock, or on Wood Street.
2. The Caterer shall not leave any food in the refrigerator, freezer, cabinets, or kitchen areas without the Project Manager's prior written approval. The Trustees may discard any food that the Caterer does not pick up before 1:00 PM on the day following the Event. The Caterer shall make Sunday food pickups between 1:00 PM and 5:00 PM. The Caterer shall promptly pay the Foundation's cost to dispose of the food.

D. Set-up; Break-Down; Room-Use

1. Upon arrival before an Event and before departure after the Event, the Caterer's site manager shall report to the Free Library custodial staff on duty.
2. The Caterer shall adhere to the permissible Event times set forth in the RFP. Guest sometimes arrive before an Event's designated start time. The Caterer shall make every effort to accommodate guests who arrive early.
3. The Caterer shall rent coat racks and hangers on behalf of the client. The Caterer shall arrange for coat-check and or a suitable alternative arrangement if it does not rent or use coat racks. The Trustees, Free Library staff, and Foundation staff are not obligated to manage or perform coat-check services.
4. The Caterer shall not move, disassemble, reassemble, or otherwise handle the the information desk in the Main Lobby.
5. The Caterer shall not lean furniture or other items (including tray stands) against walls or windows.

6. The Caterer Tent Concesionaire may bring rented equipment into Parkway Central as early as 3:00 PM on the day of the Event and shall remove the equipment immediately following the conclusion of the event.

E. Alcohol and Entertainment

1. The Caterer may set up a maximum of two bars in the Main Lobby, the 2nd Floor Landing, or the Skyline Room and Terrace together.
2. The Caterer may serve alcoholic beverages only in an open bar setting. The Caterer shall not operate or permit a cash bar, and the Caterer shall not permit or encourage cash tipping to bartenders or servers.
3. The Caterer shall place rubber mats behind all bars. Cloth or plastic mats are not acceptable.
4. The Caterer shall store ice in leak-proof containers.
5. The Caterer shall not serve alcoholic beverages more than four-and-a-half hours during any Event, regardless of the length of the Event.
6. The Caterer shall stop serving alcohol at least one half-hour before the end of the Event. The Caterer may serve non-alcoholic beverages throughout the Event. The Caterer, its bartenders and staff shall not announce "last call" for the serving of alcoholic beverages.
7. The Caterer shall not permit self-serving of alcohol. The Caterer shall cause all alcoholic beverages served during an Event to be served by the Caterer's authorized staff.
8. The Caterer shall not use kegs to serve beer or other alcoholic beverages.
9. When closing the bar, the Caterer shall have two of its staff attend to the bar area to ensure that alcohol is not accessible after the bar closing time.
10. The Caterer shall not permit any guest to leave Parkway Central with any glass or plastic containers.
11. The Caterer shall stop all Event entertainment no later than the time agreed in the client contract. All Events must conclude at or before midnight.
12. Event time cannot be extended on the day of the Event. The Caterer must submit any request to adjust an Event schedule at least 15 days before the Event. The Project Manager may approve or disapprove the Caterer's request in the manager's sole discretion.
13. If in the judgment of any Free Library security personnel, the Project Manager or the manager's designee, the Caterer's staff members or bartenders, a guest is showing signs of inebriation, then the Caterer shall notify its bartender(s) and the bartender(s) shall stop serving alcohol to that individual. If in the judgment of FLP Security, Special Events staff, or the Caterer's personnel, the situation warrants, the Caterer shall escort the individual out of Parkway Central if he or she fails to respect the restrictions placed upon him/her.
14. The Caterer is the only party who may remove liquor from Parkway Central the day or evening of the Event. The Caterer shall not permit its client to remove liquor from Parkway Central.

F. Decoration

1. No decorations or items of any nature may be nailed, tacked, taped, glued, or otherwise affixed to the walls, windows, screens, or fixtures.
2. Candles, candelabras, and luminaries are not allowed inside the building or out on the Terrace. Faux votives are allowed. "Sterno" heating flames are permitted on the Terrace, but only if each can is secured in place over a tray or plate and secured so it cannot be tipped over.
3. Lighting in the Main Lobby and the Skyline Room may only be adjusted by the on-site building engineer. The Catering staff must determine the Event's lighting needs in advance and ask for assistance when the lighting requires adjusting.
4. The Tent Concessionaire is responsible for providing and installing all lighting for the Terrace. Standing lamps, string lights and electric lanterns are permitted on the Terrace, but no lights, wires, or other items may be nailed, tacked, taped, glued, or otherwise affixed to any wall or fixture. Gas lamps, torches and lanterns are forbidden.
5. Propane heaters are permitted on the Terrace only if the Tent Concessionaire includes an employee to oversee their operation at all times during the Event and has an appropriate fire extinguisher on site. Fans are permitted.
6. Rice, real flower petals, confetti, bubbles, silly foam and similar products, and birdseed and other seeds and similar products, are prohibited from Parkway Central. Silk flower petals are permitted. Cooked rice is permitted as part of the food served.
7. Free-floating helium balloons are not permitted in Parkway Central. Balloons that are anchored may be used if a third-party contractor is hired by the Caterer. The Caterer shall cause the balloon contractor to remove all balloons from Parkway Central at the conclusion of the Event.

G. Plating and Bussing

1. For Events in the Main Lobby, the Caterer shall do plating and bussing only in the HOME Page Café (if closed to the public) and or Room 108.
2. Plating and bussing for events in the Skyline Room and/or Terrace may only take place in the Catering Kitchen and in the hallway leading to the Skyline Room (but not the ramped hallway).
3. The Caterer shall sweep and mop the floors of all plating and bussing areas at the end of each Event.

Appendix 6

[RFP Section 3.9.3]

Sample Walk-Through Inspection Sheet

Free Library of Philadelphia Site Maintenance Guidelines/Inspection Sheet

Please initial each statement to indicate that you have read and understood the following:

Date: _____ Event: _____

Tent Concessionaire: _____ Concessionaire Rep:_____

_____ The Tent Concessionaire's staff shall clean up the 4th floor Terrace of all matters that relate to the Tenting Services (for example, without limitation, removal of all tents and related equipment, all tent lighting, all tent heating units, and all weights and tie downs).

_____ The Tent Concessionaire shall take all necessary measures to protect Parkway Central floors, including to prevent cracks, scratches, scrapes, scuff marks, and footprints. Without limiting Tent Concessionaire's obligations under the preceding sentence, the Tent Concessionaire shall put a protective floor covering on the floors and hallways between the Skyline Room closet and the Terrace when moving tent equipment between the closet and Terrace and back again.

_____ The Tent Concessionaire shall not leave any tent equipment, or any related equipment, materials, and supplies, on the Terrace after the Tent Concessionaire has taken down the tent.

_____ The Tent Concessionaire may store only the tent frame and weights in the Skyline Room closet.

_____ The Tent Concessionaire shall return all equipment it borrowed from the Free Library to its original location (for example, without limitation, hand cards, flat beds).

Failure to observe these guidelines is a material default of the Tent Agreement and will result in charges to the Tent Concessionaire for the amount of any resulting damage to Free Library property, the cost to perform any cleaning, maintenance, and repairs, and the value of Foundation and Free Library staff time spent addressing and resolving the matter.

_____ _____

Signature of Tent Concessionaire's Authorized Rep Date

Appendix 7

[RFP Section 4.5]

Tent Concessionaire's Indemnification and Release of Trustees, Foundation, and City; Insurance

7.1. Definitions: Except as otherwise defined in this RFP Appendix 7, capitalized terms used in this RFP Appendix 7 have the meanings assigned to them in the RFP to which this appendix is attached. For purposes of this RFP Appendix 7, the following terms have the meanings assigned to them below:

"**City**" includes the City of Philadelphia and all its departments, boards, commissions, offices, agencies, officials, officers, employees, and representatives, the Trustees and the Free Library, and the heirs, successors and assigns of any of them.

"**Claim**" and "**Claims**" include all claims, liabilities, suits, causes of actions, cost recovery actions, costs, interest and expenses, demands, judgments, damages, liens, mechanics or materialmen's liens, claims of lien, and reasonable attorney's and expert's fees and costs.

"**Concessionaire Responsible Parties**" includes the Tent Concessionaire and its directors, officers, employees, representatives, Subcontractors, guests and their invitees, heirs, successors and assigns.

"**Foundation**" means the Free Library of Philadelphia Foundation and all its directors, officers, employees, and representatives, and the heirs, successors and assigns of any of them.

"**Releasees**" means the City and the Foundation.

"**Releasors**" means the Tent Concessionaire under the RFP to which this appendix is attached and the Tent Agreement of which the RFP is part, and the other Concessionaire Responsible Parties, and any person claiming by, through, or under them or any of them.

7.2. Indemnification

7.2.1. The Tent Concessionaire shall promptly indemnify and defend the City and Foundation from all Claims arising in whole or in part from any of the Concessionaire Responsible Parties' acts or omissions or negligence or fault arising from the entry into and use of Parkway Central pursuant to the RFP and the Tent Agreement, including property damage and bodily and personal injury (including death.

7.2.2. In the event of any Claim, the Tent Concessionaire shall promptly defend the Claim on behalf of the City and Foundation. The Tent Concessionaire shall pay,

perform, and discharge any judgment, order, or decree entered or agreed to on account of the Claim. The Tent Concessionaire may not settle any Claim without the prior written approval of the City of Philadelphia City Solicitor and the Trustees. The City and Foundation each may defend itself with respect to a Claim and appoint its own counsel to defend the Claim, but neither the City nor Foundation is obligated to do so. The Tent Concessionaire shall pay all costs in connection with defense against the Claim.

7.2.3. The provisions of this RFP Appendix 7, Section 7.2, survive the Tent Agreement Ending Date.

7.3. Release

In consideration of the License granted to the Tent Concessionaire under the Tent Agreement, the Tent Concessionaire, for itself and the other Concessionaire Responsible Parties, and any person claiming by, through, or under them or any of them, remises, quitclaims, and releases and forever discharges the Releasees (acting officially or otherwise) from any and all, and all manner of, Claims in law or in equity which the Releasors may have against any of the Releasees, relating in any way to any condition in, on, or about Parkway Central during the exercise of the License, the entry into or use of Parkway Central pursuant to the Tent Agreement, or relating in any way to the exercise of any rights or performance of any obligations under the Tent Agreement.

7.4 Insurance

7.4.1. Required Policies, Limits, and Insurers. On or before the Start Date, the Tent Concessionaire shall procure at its own cost the types and minimum limits of insurance coverage specified below (the "**Required Insurance**"). The Tent Concessionaire shall maintain the Required Insurance throughout the Term. The Tent Concessionaire shall procure the Required Insurance from reputable insurers who are acceptable to the City and the Trustees and who are authorized to do business in the Commonwealth of Pennsylvania. The Tent Concessionaire shall cause the Required Insurance policies to provide that the insurer will give the City and Trustees at least 30 days prior written notice before coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All Required Insurance policies must be written on an "occurrence" basis and not a "claims-made" basis, unless otherwise noted below.

1. Worker's Compensation and Employers' 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; and
      $500,000 Policy Limit – Bodily Injury by Disease;

   C. Other states endorsement including Pennsylvania.

2. General Liability Insurance
   A. Limits of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $100,000 per occurrence for damage to rented premises; $1,000,000 personal and advertising injury; and $2,000,000 products and completed operations aggregate.

   B. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations) liability.

3. Auto Liability Insurance
   A. Limits of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

   B. Coverage: Owned, non-owned, hired, rented or leased vehicles.

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

7.4.2. City and Foundation as Additional Insureds. The Tent Concessionaire shall cause its insurers to name the City and Foundation to be named as additional insureds on all the Required Insurance policies except the Worker's Compensation and Employers' Liability. The Tent Concessionaire shall cause its insurers to include in their respective policies an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.

7.4.3. Certificates of Insurance. To satisfy the insurance requirements of the RFP Appendix 7, original certificates of insurance evidencing the required coverage must have been delivered to the following persons and addresses:

A. City of Philadelphia
Risk Manager
One Parkway Building
1515 Arch Street, 14th Floor
Philadelphia, Pa 19102

and

B. The Free Library of Philadelphia Foundation
Vice President, External Affairs
Parkway Central
1901 Vine Street, Suite 111
Philadelphia, PA 19103

The Tent Concessionaire shall furnish, or cause its insurers to furnish, copies of the original policies of all Required Insurance policies at any time within 10 days after written request by the City or Foundation.

7.4.5. Lapse or Termination Prohibited. The Tent Concessionaire shall not permit any lapse in or termination or cancellation of any of the Required Insurance policies. The Tent Concessionaire shall cause its Subcontracts to not permit any lapse in or termination or cancellation of any of the Required Insurance policies they obtain and maintain in accordance with the Tent Agreement. The Tent Concessionaire shall ensure that replacement coverage meeting the requirements of this RFP Appendix 7 are in effect prior to the expiration of the policy period.

7.4.6. Failure to Maintain Required Insurance. If the Tent Concessionaire fails to procure and maintain the Required Insurance, City and Foundation are not limited in the amount of any damages which either of them may claim against the Tent Concessionaire, or against any other person or entity, to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon the insurance. If the Tent Concessionaire fails to procure and maintain the Required Insurance, the City and Foundation are entitled to recover from the Tent Concessionaire as damages for the breach the uninsured amount of any loss, damages, and expenses of suit and costs, including reasonable collection fees, suffered or incurred during any period when the Tent Concessionaire or its Subcontractors fail or neglect to provide the Required Insurance.

7.4.7. No Self Insurance. The Tent Concessionaire may not self-insure any of the Required Insurance policies or coverage amounts.

7.4.8. No Limitation On Indemnification or Liability. The insurance requirements in this RFP Appendix 7 (A) do not modify, limit or reduce the Tent Concessionaire's and its Subcontractors' indemnifications of the City and Foundation under RFP **Appendix 7**, Section 7.2, other provisions of the RFP, and the Tent Agreement, and (B) do not limit the Tent Concessionaire's or its Subcontractors' respective liability under this RFP **Appendix 7**, the RFP, and the Tent Agreement to the limits of the Required Insurance policies.

7.4.9. Waiver of Subrogation. The Tent Concessionaire shall cause each of the Required Insurance policies to include a provision for a waiver of subrogation in favor of the City and Foundation, except the Worker's Compensation policies.

7.4.10. Increase in Insurance Amounts**.** From time to time, but not more than once each year, the City or Foundation may, each in its reasonable discretion, require the Tent Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Tent Concessionaire is obligated to obtain and maintain under this RFP Appendix 7, Section 7.4.1.

Appendix 8

[RFP Section 6.5]

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES:
FORMS, 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 Notice of Contracting Opportunity (hereinafter, "NOCO").[1]

For this NOCO, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, "M/W/DSBEs"), but applicant is still required to exercise its Best and Good Faith Efforts to include M/W/DSBEs in its proposal. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the work described by the NOCO. Applicant's desire to self-perform all of the work does not excuse applicant from its exercise of Best and Good Faith Efforts. Solicitations and any commitments with M/W/DSBEs shall be designated on the Solicitation For Participation and Commitment Form. The submission of this form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant 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 applicant 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. Applicant 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

[1] The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

restitution, if, under any Contract awarded pursuant to this NOCO, applicant fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1.Only firms that are certified by an approved certifying agency[2] and identified in the OEO Certification Registry by the time of contract award will be counted for participation. 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. Participation is counted only if the M/W/DSBE performs a commercially useful function ("CUF"). An M/W/DSBE 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 NOCO) which is worthy of the dollar amount of the M/W/DSBE's participant agreement and the M/W/DSBE 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 participant agreement with its own employees. For suppliers, an M/W/DSBE 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/W/DSBE's NAIC codes.

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 counted toward one participation range as either an MBE or WBE or DSBE. The firm will not be counted toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for counting.

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be counted only to the extent of the M/W/DSBE 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;

[2] Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant 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 .

• The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
• The M/W/DSBE 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/W/DSBE 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, applicants are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicants 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 applicant's exercise of Best and Good Faith Efforts. The applicant's Solicitation For Participation and Commitment Form should include evidence of the M/W/DSBEs that have been solicited and any commitments to use M/W/DSBEs in performance of the contract. This form should be submitted with applicant's proposal but the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. As an expression of Best and Good Faith Efforts, 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". Applicants should only make actual solicitations of M/W/DSBEs whose services or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs 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 applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City ("Contract Commitment").
    • If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant 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.

2. In evaluating applicant's Best and Good Faith Efforts, OEO will review the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve meaningful M/W/DSBE participation in this contract. Failure to submit the documentary evidence of Best and Good Faith Efforts will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend their submission at any time prior to award which may result in revision to applicant's participation commitments. The submission shall contain and discuss, at a minimum, the following:

• Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
• Provide any additional evidence pertinent to applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing applicant's efforts to achieve meaningful M/W/DSBE participation, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The applicant's documentary evidence will be reviewed by the OEO to determine whether applicant exercised Best and Good Faith Efforts. Applicant's expressed desire to self-perform services with its own employees will not excuse applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal. OEO's review will include consideration of the following:

• Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
• Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs 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 applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example

whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.

• Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

3. After review of the applicant'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 applicant 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 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 applicant is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). 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. Unless otherwise specified in the M/W/DSBE Subcontract, the successful applicant shall, within five (5) business days after receipt of a payment from the City for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful applicant agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE participant identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE 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 NOCO except such rights or remedies that the M/W/DSBE 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 applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the applicant including debarment of the applicant from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the applicant's place of business and/or job site and obtain documents and information from any applicant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain applicant'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 applicant shall maintain all books and records relating to its M/W/DSBE 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 acceptance of final payment from the City. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful applicant agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful applicant's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant 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, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

- Withhold from the contract payment(s) or any part thereof until corrective action is taken.If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall

be collected and considered not as a penalty but as liquidated damages for the successful applicant's failure to comply with the contract.

The remedies enumerated above 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 NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

FORM A

Proposed Concession Fees

[See RFP Section 3.17.5 and RFP Section 6.4.12]

1. Proposed Flat Fee [*not less than $5,000*; *see RFP Section 3.17.1*]:

   $_____

2. Proposed Tent Event Fee [*not less than $500 per Event; see RFP Section 3.17.2*]:

   $_____

FORM B

Solicitation for Participation and Commitment Form (S & C Form)

Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by an M/W/DSBE firm. The Foundation may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM *(PROPOSAL)*
Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

RFP TITLE - Event Tenting (Free Library of Philadelphia) | *Name of Proposer* | *Proposal Submission Date*

List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DS-BE	Work to be Performed	Date Solicited: By Phone / By Mail	Quote Received: YES / NO	Commitment Made: *Yes (If Yes, give date)* / NO	Amount Committed To: Dollar Amount / $ / Percent of Total Proposal %	Give Reason(s) If No Commitment
Company Name						
Address						
Contact Person						
Telephone Number / Fax #						
OEO CERTIFICATION #						
☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited: By Phone / By Mail	Quote Received: YES / NO	Commitment Made: *Yes (If Yes, give date)* / NO	Amount Committed To: Dollar Amount / $ / Percent of Total Proposal %	Give Reason(s) If No Commitment
Company Name						
Address						
Contact Person						
Telephone Number / Fax #						
OEO CERTIFICATION #						
☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited: By Phone / By Mail	Quote Received: YES / NO	Commitment Made: *Yes (If Yes, give date)* / NO	Amount Committed To: Dollar Amount / $ / Percent of Total Proposal %	Give Reason(s) If No Commitment
Company Name						
Address						
Contact Person						
Telephone Number / Fax #						
OEO CERTIFICATION #						
☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited: By Phone / By Mail	Quote Received: YES / NO	Commitment Made: *Yes (If Yes, give date)* / NO	Amount Committed To: Dollar Amount / $ / Percent of Total Proposal %	Give Reason(s) If No Commitment
Company Name						
Address						
Contact Person						
Telephone Number / Fax #						
OEO CERTIFICATION #						

[1] MBE/WBE/DSBES listed above must be certified by the OEO prior to proposal submission date.
[2] Failure to give reason may result in rejection of your proposal. Use additional pages if necessary.