REQUEST FOR PROPOSALS #C-104-14

FOR FOOD VENDING CONCESSION AT JOHN F. KENNEDY PLAZA ("LOVE PARK") AND OTHER POTENTIAL VENDING OPPORTUNITIES

ISSUED BY:

THE CITY OF PHILADELPHIA

DEPARTMENT OF PARKS AND RECREATION
MICHAEL DIBERARDINIS, DEPUTY MAYOR AND COMMISSIONER

and

PROCUREMENT DEPARTMENT
HUGH ORTMAN, COMMISSIONER

THE CITY WILL HOLD A

MANDATORY PRE-PROPOSAL MEETING:

March 31, 2014, 3:30 P.M.

ONE PARKWAY, 18TH FLOOR
CITY PLANNING COMMISSION MEETING ROOM
1515 ARCH STREET
PHILADELPHIA, PENNSYLVANIA

SEALED PROPOSALS WILL BE RECEIVED UNTIL **APRIL 17, 2014**
AT 10:30 A.M. LOCAL TIME (**THE "DEADLINE FOR SUBMITTING PROPOSALS"**).

PROPOSALS MUST BE SUBMITTED TO

THE CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT AT
MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A, PHILADELPHIA, PA 19102
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS

1. OVERVIEW

1.1. The City of Philadelphia (the "**City**") is issuing this Request for Proposals (the "**RFP**") to select a diverse group of food vendors to sell a variety of food selections in JFK Plaza, (popularly known as LOVE Park) (the "**Food Service Program**"). New Concessionaires will be added to the Concessionaires currently participating in the Food Service Program in JFK Plaza. Firms or individuals interested in responding to this RFP must submit a proposal form (the "**Proposal**"). The Proposal form is attached to this RFP as **Form 1**. Each firm or individual that submits a Proposal in response to this RFP will be considered a "**Respondent**." Section 7 below lists all the documents a Respondent must submit together with its Proposal.

1.2. The City's goal in issuing this RFP for the Food Service Program is to provide each day in JFK Plaza a variety of unique or uncommon menu items, or new varieties of familiar items, with a higher quality of ingredients and presentation than is readily available from nearby food carts or trucks, or from convenience stores, in the vicinity of JFK Plaza. The City will evaluate Proposals and select those Respondents the City believes will best fulfill the purposes of this RFP. The City will include each selected Respondent on a "**Vendors List**." The City will use the Vendors List to create a daily schedule (the "**Daily Schedule**") for the Food Service Program based on need and the City's goal in issuing this RFP for the Food Service Program.

1.3. The City will provide a Concession Agreement & Food Vending Permit (the "**Agreement & Permit**") to each Respondent included in the Daily Schedule. When a Respondent and the City have fully signed the Agreement & Permit, the Respondent will become a "**Concessionaire**." The Agreement & Permit will give a Concessionaire a license to sell food in JFK Plaza at the location and during the times specified on the permit. The license under the Agreement & Permit will be effective for the months and dates specified on the permit. In any event, the license will expire completely at 5:00 p.m. on April 30 immediately following the start date of the license. A copy of the form of Agreement & Permit is attached to this RFP as **Exhibit 1**.

1. The City plans to undertake significant construction at JFK Plaza beginning in spring 2016 and the construction could take several months or even much longer. The City may suspend the Food Service Program at JFK Plaza during the construction at JFK Plaza. The City will endeavor to secure alternative vending locations in or near JFK Plaza but cannot guarantee it will do so. After the City starts construction at JFK Plaza, Subsections 1.3.2—5 below govern resuming food vending in JFK Plaza. Subsections 1.3.**2**—5 also govern food vending opportunities at other locations and for special events.

2. If the City provides alternative locations but a Concessionaire is not satisfied with the location, then the Concessionaire may decline to vend at the locations the City offers. With respect to any alternative location, a Concessionaire is not obligated to pay a Concession Fee to the City unless the Concessionaire accepts the City's offer to vend there.

3. After the City begins construction on JFK Plaza, the City may, in its sole discretion, determine that JFK Plaza may be safely used again for food vending. If the City makes that determination, the City will notify all Concessionaires.

4. The City may determine that it wants to offer food vending opportunities in other locations in Philadelphia or during special events. If the City makes that determination, it will notify all Concessionaires.

5. The City will consider each Concessionaire with an Agreement & Permit for vending in JFK Plaza after the City reopens the plaza for food vending, and for any other food vending opportunity, in each case in accordance with the provisions of Section 2.2 and Section 2.4 below.

1.4. Each Concessionaire selling food in JFK Plaza under an Agreement & Permit shall comply with the City of Philadelphia Department of Parks and Recreation Food Vending Standard Provisions (the "**Standard Provisions**"). The Standard Provisions are attached to this RFP as **Exhibit 2**. Capitalized words and phrases used in this RFP and not defined in this RFP have the meaning assigned to them in the Standard Provisions

1.5. In exchange for the City issuing an Agreement & Permit to the Concessionaire, the Concessionaire shall pay a daily "**Concession Fee**" to the City in advance, no later than the first day of the month, for each day the Concessionaire intends to sell food in JFK Plaza that month under its Agreement & Permit. A Respondent may propose a daily Concession Fee for the months March through December. Each Respondent must state its proposed daily Concession Fee in its Proposal. Each Respondent's proposed daily Concession Fee must be at least $25 for breakfast service and at least $75 for breakfast and lunch service or lunch service only. Specific operating hours for breakfast and lunch service are provided in Appendix 1 to the Standard Provisions.

1. The City recognizes that selling Food and Beverages in JFK Plaza during January and February may pose special challenges due to winter weather. In any event, the City will permit Concessionaires to sell Food and Beverages in JFK Plaza during January and February at a reduced daily Concession Fee as set forth in subsection 3 immediately below.

2. The City purchased a portable outdoor heater (the "**Heater**") to keep customers warm while they are waiting to be served. Concessionaires may arrange with the City for the use of the Heater, if available. Concessionaires shall provide all necessary propane for the Heater.

3. For each day a Concessionaire sells Food and Beverages in JFK Plaza during January and February, the Concessionaire will pay only 25% of its proposed daily Concession Fee to the City.

4. Each Respondent who wishes to vend in JFK Plaza in January and February must state that in its Proposal.

1.6. Upon the City's issuance of an Agreement & Permit to a Concessionaire, this RFP, together with the Standard Provisions, a Respondent's Proposal, and the Agreement & Permit, will become the "**Concession Agreement Documents**." Each Concessionaire shall comply with the Concession Agreement Documents. <u>Therefore, the City urges each potential Respondent to carefully review this entire RFP and its attachments, including the Standard Provisions, and to prepare its Proposal carefully, because each document contains provisions that will become legally binding obligations of the Respondent as a Concessionaire.</u>

1.7. The City will hold a "**Mandatory Pre-Proposal Meeting**" for all interested potential

Respondents on the date and time, and at the location, stated on the cover page of this RFP. The **Mandatory Pre-Proposal Meeting** is the only opportunity for potential Respondents to ask questions and receive answers about the Food Vending Program, this RFP, and other Concession Agreement Documents. Potential Respondents are encouraged to RSVP to the Project Manager (identified in Section 1.7.1 below) regarding their attendance at the **Mandatory Pre-Proposal Meeting**.

1.7.1 The "**Project Manager**" for this RFP is Marc Wilken, Concessions Manager, Department of Parks and Recreation. The Project Manager can be reached by the following means:

Email: marc.wilken@phila.gov
Phone: 215-683-0232

1.8. The City may supplement, amend, or modify any section of the RFP by issuing an addenda at any time prior to the selection of one or more Respondents as Concessionaire in accordance with Section 4.4 of this RFP. The addenda issued by the City are the City's only official method for communicating information to all potential Respondents. Respondents should check http://www.phila.gov/bids (under the Public Works bidding opportunities section) and http://www.phila.gov/ParksandRecreation/aboutus/divisions/development/Pages/concessions.aspx before submitting a Proposal to verify that they have reviewed all the addenda relating to this RFP. It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. Each Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

1.9. Submission of Proposal by "Deadline for Submitting Proposals"

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. The City recommends that each Respondent plan to submit its proposal sufficiently in advance of the Deadline for Submitting Proposals to resolve any unexpected problems the Respondent might encounter with completing, copying, or delivering the proposal. It is the Respondent's responsibility to ensure proposals are submitted by the Deadline for Submitting Proposals and to verify receipt of proposals by the Procurement Department. Please allow additional time for security sign-in procedures at the Municipal Services Building if hand-delivering proposals on the Deadline for Submitting Proposals.

2. PROGRAM

2.1. The City is offering food vendors the opportunity to operate during specific hours, Monday through Sunday, at the locations identified below. The number of permitted vending units is three individual spaces for food vending trucks and trailers in front of the Fairmount Park Welcome Center near the corner of JFK Boulevard and 16th Street in Philadelphia, Pennsylvania.

2.2. The City will use the Vendors List to create the Daily Schedule for the Food Service Program based on need, availability, and the City's goals with respect to food and beverage offerings.

2.3. The City reserves the right to limit the number of Agreement & Permits issued under this RFP. There are currently 22 vendors in the Food Service Program.

2.4 The City plans to issue Agreements & Permits that become effective on **May 1, 2014**.

2.5. The City hopes to fill all the vending locations each day, and the City intends to provide high quality food service and diverse, unique, or uncommon cuisine choices. Therefore, the City cannot guaranty that each selected Respondent on the Vendors List will be given an opportunity to vend in JFK Plaza regardless of whether any vending times or spaces remain unfilled. In addition:

1. The City does not guaranty that a Concessionaire will be offered a vending space on any Daily Schedule, but the City may offer a Concessionaire initially excluded from the vending spaces an opportunity to fill a vending space that becomes available at a later time during the period of the Concession.

2. The City reserves the right to not fill all three vending spaces on any given day if, in the City's sole judgment, the Vendors List does not meet the City's goals with respect to food and beverage offerings.

3. The City may, in its sole discretion,

A. add a Concessionaire from the Vendors List when an opening in any Daily Schedule becomes available;

B. afford a Concessionaire the opportunity to vend at special events in JFK Plaza or other events or locations in the Parks and Recreation System, subject to any conditions the Department finds appropriate for that event or location, if the Concessionaire pays 50% of the Concessionaire's Concession Fee for each day the Concessionaire vends at that event or location, including, but not limited to, the Philadelphia City Hall Courtyard, Eakins Oval on the Benjamin Franklin Parkway and Franklin's Paine Skatepark along the Schuylkill Banks;

C. limit the number of days per week a Concessionaire can participate in the Food Service Program; and

D. not schedule on the same day two or more Concessionaires who serve similar style cuisines.

2.6. The City of Philadelphia Mayor's Executive Order 03-12 establishes a goal of 25% participation in City of Philadelphia contracts by businesses that are owned by a person who is disabled or who is of a minority group, or who is a woman. To promote that goal, the City encourages each Concessionaire who owns and operates its Vending Unit and who believes they fall into one or both of those participation categories, to complete **Form 2** to these Standards Provisions. The City's Office of Economic Opportunity will work with each Respondent who submits **Form 2** to help the Respondent become certified and registered as a disabled-owned business, minority-owned business or woman-owned business.

3. SELECTION CRITERIA

City officials will evaluate each Respondent's Proposal to select the Vendors List. The City's criteria for selecting Respondents for the Vendors List include, but are not limited to, the factors listed below. No particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list.

1. Completeness of Proposal.

2. Quality of the menu, including variety, quality of ingredients and presentation.
3. Whether the Respondent offers unique or uncommon Food and Beverages, or a new variety of an old favorite.
4. Menu price points.
5. Schedule flexibility and availability.
6. Experience vending Food and Beverages from food trucks or other mobile facilities.
7. Aesthetics of the vending unit and food presentation.
8. Willingness to operate during the months of January and February.
9. Willingness to operate at LOVE Park and additional locations listed in Section 2.5.3.B of this RFP
10. Proposed daily Concession Fee.
11. Disabled-owned or minority-owned or woman-owned business.

4. RESERVATION OF RIGHTS

The City reserves the following rights with respect to the evaluation and selection of Respondents for the Vendors List:

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

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

4.3. To reject a Proposal if, in the City's sole judgment, the Respondent

1. has been delinquent or unfaithful in the performance of any contract with the City or with others;

2. is delinquent with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia) and has not made arrangements satisfactory to the City regarding payment of the taxes or indebtedness;

3. is not in compliance with City regulatory codes applicable to Respondent;

4. is financially or technically incapable; or

5. is otherwise not a responsible Respondent.

4.4. To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Respondents as Concessionaire.

4.5. To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal, the RFP, or the Concession Agreement Documents.

4.6. To request that some or all of the Respondents clarify, modify or supplement their respective

Proposals, including information inadvertently omitted.

4.7. To request interviews or oral presentations from one or more of the Respondents.

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

5. INFORMATION AND DATA IN THIS RFP IS NOT WARRANTED

The City has provided information and data in this RFP to help potential Respondents understand the Food Service Program and the purpose of this RFP, and to help each Respondent prepare a Proposal. The City believes the information in this RFP is reliable, but the City does not represent or warrant that the information is accurate. Each potential Respondent is encouraged to conduct its own investigations into any matter of concern to it about the Food Service Program, this RFP, the Standard Provisions, the Agreement & Permit, JFK Plaza, or the Respondent's Proposal.

6. RESPONDENTS RESTRICTED

6.1 The City will not accept any Proposal from, nor award the Concession Agreement to, any official, officer, director, or employee of the City. The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent in which any official, officer, director, or employee of the City has a direct or indirect financial interest, including but not limited to a Respondent in which a City official's, officer's, director's, or employee's parent, grandparent, spouse, sibling, child, or relative in-law is an officer, director, or employee.

6.2 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.

7. AMENDMENTS

The Concession Agreement Documents applicable to a Concessionaire may be amended only by a written agreement signed by the City of Philadelphia Commissioner of Parks and Recreation and City of Philadelphia Procurement Commissioner and by a duly authorized officer of the affected Concessionaire.

8. INSTRUCTIONS

To submit a Proposal that is considered complete and responsive to this RFP, a Respondent must do all of the following:

8.1. Complete, sign, date and submit an original and one electronic version (either on CD-ROM or jump drive) of its Proposal (**Form 1**), together with the last page of this RFP signed and completed (page 8), any addenda issued pursuant to Section 1.8 of this RFP signed and completed, and all required documentation listed in Section 7.2, by the Deadline for Submitting Proposals to the place for submitting Proposals, as each is set forth on the cover page of this RFP.

8.2. Furnish all the items listed below and all additional information that Department of Parks and Recreation may require:

1. A description of Respondent's business and menu, proof of Respondent's business identity and address, together with two photographs from different perspectives of the Respondent's Food Vending Unit.

2. Indicate in Form 1 interest in vending at the locations listed in Section 2.5.3.B of this RFP.

3. A brief description of the Food and Beverages the Respondent proposes to sell, including prices.

4. Copies of all licenses required by Applicable Laws and issued to Respondent for selling Food and Beverages to the public, which may include but are not be limited to those listed in **Appendix 2** of the Standard Provisions. If Respondent does not have all the licenses required by Applicable Laws by the Deadline For Submitting Proposals, and if the City selects the Respondent to be on the Vendors List, then the Respondent must provide proof that it has obtained all the required licenses before the City will issue an Agreement & Permit to the Respondent.

5. **Form 2** regarding the Respondent's status as a business owned by a person with a disability or of a minority group or by a woman. (See Section 2.6 above.)

8.3. Submit its Proposal with all the additional required documentation in a sealed envelope, file, box, or other appropriate sealed container to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.

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

1. Respondent's name and address;
2. Identification as "Food Vending Concession at John F. Kennedy Plaza ("Love Park") and Other Potential Vending Opportunities" , RFP # C-104-14, and,
3. The Deadline for Submitting Proposals, as stated on the cover page of this RFP.

8.5 Proposals will not be accepted if the proposal is not signed in accordance with Section 7.1 of the RFP.

8.6 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 City will only consider the latest version of a Respondent's Proposal. The City will not consider or evaluate late Proposals and late modifications. A Respondent may withdraw its Proposal from consideration at any time before the Deadline for Submitting Proposals. To withdraw a Proposal, the Respondent must provide written notification to the City's Procurement Commissioner, Hugh Ortman, by e-mail: hugh.ortman@phila.gov

To withdraw a Proposal, a Respondent must also provide a copy of its withdrawal notice to the Project Manager by email at the address provided in Section 1.7.1.

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

Signature:

By signing below, Respondent, intending to be legally bound, certifies and agrees to the following:

1. Respondent has read this City of Philadelphia RFP for Food Vending Concession at John F. Kennedy Plaza ("LOVE Park") and Other Potential Vending Opportunities, the Department of Parks and Recreation Food Vending Standard Provisions, the form of Concession Agreement and Food Vending Permit, and all corresponding forms, exhibits, appendices, and other documents related to the RFP and Standard Provisions.

2. If the City selects the Respondent to be on the Vendors List, includes the Respondent on the Daily Schedule, and executes an Agreement & Permit with the Respondent, then throughout the Term of its license under the Agreement & Permit, Respondent, as Concessionaire, shall comply with the Concession Agreement Documents, including the RFP, Respondent's Proposal, the Standard Provisions, and the Agreement & Permit.

_____

Signature of Respondent's Authorized Official

_____

Printed Name and Title of Signer

_____

Date

FORM 1

PROPOSAL FORM

Form 1 – Respondent's Proposal to the City of Philadelphia RFP for
Food Vending Concession At John F. Kennedy Plaza ("LOVE Park")

Respondent Information

Name
Business Name
Street Address
City, State, Zip Code
Home Phone
Work Phone
Cell Phone
E-Mail Address
Website, Facebook, Twitter, or other social media site or tool

Vending Locations of Interest
Please indicate the vending locations of interest to you (LOVE Park, City Hall, Eakins Oval, Franklin's Paine Skatepark)

Menu and Prices
Please provide a copy of your menu with prices and a picture of your vending unit.

Vending Schedule
Please provide your preference for the months, days of the week, and hours you wish to vend.

Qualifications
Please summarize related experience or qualifications you have acquired from current or previous employment. Respondents may also submit a resume or reference sheet.

Concession Fee Bid

Proposed daily **"Concession Fee"** Payment to the City for breakfast service (if applicable): _____.
(no less than $25 per day)

Proposed daily **"Concession Fee"** Payment to the City for breakfast and lunch service or lunch service only (if applicable): _____.
(no less than $75 per day)

Certification
By signing below, I certify Respondent's primary business is selling food and beverages.

Signature of Respondent's Authorized Official _____ Date _____

FORM 2

SOLE PROPRIETOR FORM

Minority-Owned or Woman-Owned Business

Sole Proprietor Self Verification Registration Application

OFFICE OF ECONOMIC OPPORTUNITY (OEO)
ONE PARKWAY BUILDING
1515 ARCH STREET, 12TH FLOOR
PHILADELPHIA, PA 19102
(215 683-2000, (215) 683-2085 FAX

1. BUSINESS NAME	**2. BUSINESS PRIVILEGE LICENSE NO.**
3. BUSINESS ADDRESS	**4. BUSINESS TELEPHONE NO.**
5. CITY **6. STATE** **7. ZIP CODE**	**8. FAX TELEPHONE NO.**
9. HOME ADDRESS ***(If Different from Business)***	**10. HOME TELEPHONE NO.**
11. CITY **12. STATE** **13. ZIP CODE**	**14. MOBILE PHONE NO.**
15. BUSINESS OWNER (*Name & Title)*	
16. BUSINESS CONTACT PERSON ***(Name & Title)***	**17. DESCRIPTION OF PRIMARY SERVICE**
18. BUSINESS WEB ADDRESS	**19. E-MAIL ADDRESS**
20. DATE BUSINESS ESTABLISHED:	**21. FEDERAL TAX ID NO.** ***(If no Federal ID No. – Soc. Sec. NO.)***

22. MINORITY STATUS: (*Check one box*)

- ☐ AFRICAN AMERICAN MALE
- ☐ AFRICAN AMERICAN FEMALE
- ☐ NATIVE AMERICAN MALE
- ☐ NATIVE AMERICAN FEMALE
- ☐ ASIAN AMERICAN MALE
- ☐ ASIAN AMERICAN FEMALE
- ☐ CAUCASIAN FEMALE
- ☐ HISPANIC AMERICAN MALE
- ☐ HISPANIC AMERICAN FEMALE
- ☐ OTHER (Specify)_____

23. CITIZENSHIP STATUS:

- ☐ US CITIZEN
- ☐ LAWFUL PERMANENT RESIDENT

24. BUSINESS CERTIFICATION STATUS: ***(One or More Designations May Apply)***

- ☐ MINORITY BUSINESS ENTERPRISE (MBE)
- ☐ WOMAN BUSINESS ENTERPRISE (WBE)

25. Validating Department	26. Department Head	27. Date

28. Contract Amount	29. Contract Number
$_____	#_____

IV. REGISTRY APPLICATION

Applicant represents that it is a sole practitioner and will perform as such on any City contract awarded to it or in which it participates as an MBE, WBE. Applicant hereby verifies that all information contained in this application is true and correct; any material omission or submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Applicant further acknowledges that it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 if, in the course of performing on a City contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women business enterprises.

A false or misleading statement or material omission made in connection with this application is sufficient cause for denial or removal of OEO registration and may result in the initiation of City Suspension and Debarment proceedings. The following are additional grounds for removal of OEO registration:

- **The business has changed to the extent that the business is no longer beneficially owned and controlled by minority persons and women;**
- **An indictment or conviction of the owner(s) or business for a criminal offense related to obtaining, attempting to obtain or performing a public or private contract;**
- **Evidence that the business lacks business integrity and honesty. Such evidence may include initiation or completion of debarment proceedings against the business by a government agency;**
- **The business has had its eligibility as an MBE, WBE revoked by another government certifying program.**

I understand and recognize that the information submitted in this application is for the purposes of having my participation counted as an MBE and/or WBE. I understand that OEO may, by means it deems appropriate, determine the accuracy and truth of the statements in this application. I authorize OEO or its designee(s) to contact, without limitation, any entity, individual, contractor(s), and client(s) for the purpose of verifying the information submitted.

I further agree as an on-going obligation, to fully cooperate with OEO and provide upon request, all information necessary to assist OEO in assessing the continuing validity of my firm's status as a bona fide MBE, WBE and in determining the commercial usefulness of my services/supply effort as an MBE, WBE on City contracts.

I _____ (Full Name Printed), Affirm under Penalty of Law that I am _____ (Title) of Applicant Firm _____ (Firm Name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and any attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete.

Executed on: _____

Date

Signature: _____

Owner

Revised 3.19.12

EXHIBIT 1

AGREEMENT & PERMIT

PHILADELPHIA
PARKS & RECREATION

Department of Parks and Recreation, 1515 Arch Street, 10th Floor, Philadelphia, PA 19102.

CONCESSION AGREEMENT AND FOOD VENDING PERMIT

This Agreement & Permit is a contract entered into under a Request For Proposals (RFP) issued by the City of Philadelphia Department of Parks and Recreation. This Agreement & Permit incorporates the RFP, the Department of Parks and Recreation Food Vending Standard Provisions, and the Concessionaire's Proposal. This Agreement & Permit gives the Concessionaire a license to sell Food and Beverages at the Vending Location identified below.

License Effective "Start Date": _____. The license expires at 5:00 p.m. on April 30 following the Start Date.

Concessionaire: _____

Concessionaire's Address: _____

Concessionaire's Telephone Number: _____

Concessionaire's E-mail Address: _____

Vending Unit: _____

Vending Location: _____

Permitted Vending Dates & Times: _____

The Concessionaire shall keep this Agreement & Permit with its Vending Unit in a place where the permit is easily readable by the public. **Anyone with questions about this Agreement & Permit or the Concessionaire may call Marc Wilken, at 215-683-0232**.

Approved by: _____ and _____
Department of Parks & Recreation Procurement Commissioner

Approved as to form: _____, City of Philadelphia Law Dept.

On behalf of the Concessionaire, I have read this Agreement & Permit and the other Concession Agreement Documents, and, intending to be legally bound, agree to their provisions.

Name: _____
Print Signature

Title: _____

EXHIBIT 2

STANDARD PROVISIONS

DEPARTMENT OF PARKS AND RECREATION
FOOD VENDING STANDARD PROVISIONS

PHILADELPHIA
PARKS & RECREATION

Department of Parks and Recreation
Food Vending Standard Provisions (the "Standard Provisions")
For the Parks and Recreation System

1. **Definitions:** The words and phrases listed below have the meanings assigned to them below. Capitalized words and phrases used in these Standard Provision that are not defined below have the meanings assigned to them in the Request for Proposals associated with these Standard Provisions.

"**Agreement & Permit**" means the Concession Agreement and Food Vending Permit. A copy of the form of Agreement & Permit is attached to the RFP.

"**Applicable Law**" and **"Applicable Laws"** include all present and future federal, Commonwealth of Pennsylvania, and City of Philadelphia statues, ordinances, codes, regulations, rules, orders, and other legal requirements applicable to the RFP, the Concession, food vending, and operations under or related to the Concession Agreement Documents.

"**City**" means the City of Philadelphia and its officials, officers, employees, and agents.

"**Commissioner**" means the Commissioner of the Department or the Commissioner's designee.

"**Concession Agreement Documents**" means an RFP, these Standard Provisions, a Respondent's Proposal in response to the RFP, the associated Agreement & Permit, and all exhibits, schedules, attachments, and written amendments to those documents, as each may be amended in accordance with their respective provisions.

"**Concession Fee**" means the amount a Concessionaire is required to pay to the City under an RFP, the Concessionaire's Proposal, and an Agreement & Permit.

"**Concessionaire**" means each Person with whom the City executes an Agreement & Permit under an RFP.

"**Department**" means the City of Philadelphia Department of Parks and Recreation.

"**Food and Beverages**" means food and beverages sold for immediate consumption.

"**Parks and Recreation System**" means all land and facilities under the Department's jurisdiction or administrative management.

"**Person**" means an individual, corporation, unincorporated association, partnership, joint venture, limited liability company, or other form of organization.

"**Proposal**" means the proposal a Respondent submitted in response to an RFP.

"**RFP**" and "**Request for Proposals**" mean a document by which the City expressly solicits proposals for the right to be a Concessionaire and sell Food and Beverages under an Agreement & Permit.

"**Vending Unit**" means any self-contained food service facility used to store, prepare, display, or serve food intended for individual portion service, and which is either (1) a self- propelled truck or other vehicle, or (2) a detached trailer.

"**Vending Location**" means an area of the Parks and Recreation System for which the City issues an RFP.

2. Permit Fee; Vending Location; Hours of Operation

Each Concessionaire shall pay the Concession Fee to the City. Concessionaire's obligation to pay the Concession Fee is in addition to any license, permit and certification fees the Concessionaire is required to pay under Applicable Laws in connection with obtaining permits, licenses, or other approvals to sell Food and Beverages to the public. Please see **Appendix 1** to these Standard Provisions for instructions on how to pay the Concession Fee.

Appendix 1 to these Standard Provisions also contains additional information about the Vending Location and Hours of Operation under the RFP to which these Standard Provisions apply.

3. Execution of Agreement & Permit; the Term

1. The Department will issue an Agreement & Permit to those Respondents who meet the City's goals set forth in the RFP, who have satisfied all the submission requirements set forth in the RFP, who satisfy the minimum requirements set forth in the RFP, and who the City selects in accordance with the criteria set forth in the RFP.

2. An Agreement & Permit gives a Concessionaire a license to sell Food and Beverages at a Vending Location. The license given by the Agreement & Permit is effective starting on the date set forth in the Agreement & Permit (the "**Start Date**") and expires at 5:00 PM the immediately following April 30 (the "**End Date**"), unless any exclusions are provided in the Agreement & Permit. The Department may, in its sole discretion, renew the Term of an Agreement & Permit on an annual basis for up to three additional years (each, a "**Renewal Term**") by sending at least 30 days advance written notice to the Concessionaire. In these Standard Provisions, the Start Date and End Date, all exclusions, and all Renewal Terms, if any, are collectively known as the "**Term**" of the Agreement & Permit. The license given in the Agreement & Permit is effective rain or shine.

4. Other Licenses, Permits and Certificates

A Concessionaire may not sell Food and Beverages anywhere in the Parks and Recreation System unless, in addition to obtaining an Agreement & Permit, the Concessionaire has first obtained, and then maintains throughout the Term of the Agreement & Permit, all the licenses, permits and certifications required by Applicable Laws for selling Food and Beverages to the public, which include, but may not be limited to, those listed in **Appendix 2** to these Standard Provisions.

5. Identification of Concessionaire's Vending Unit; Agreement & Permit May Not Be Transferred; Change of Concessionaire's Address

1. At all times while operating a Vending Unit, the Concessionaire shall display all required licenses, permits and certificates on the Vending Unit, in a conspicuous place that is clearly visible to the public.

2. A Concessionaire shall not permit its Agreement & Permit or any of its other licenses, permits and certificates to be used by any Person other than the Concessionaire and its authorized employees. Agreement & Permits are not transferable. Any purported transfer of an Agreement & Permit is void and automatically and immediately terminates the license given by the Agreement & Permit.

3. The Concessionaire shall notify the Department in writing or in person of any change in the Concessionaire's address or phone number within five business days of the change.

6. Vending Unit Specifications and Maintenance; Customer Service

1. No Vending Unit may be painted or contain advertisements, signs, names, slogans, logos, marks, illustrations, or a color scheme that promote any business other than the Concessionaire's business selling Food and Beverages from the Vending Unit.

2. The Concessionaire shall keep its Vending Unit clean and in good condition, including but not limited to ensuring that the Vending Unit does not leak any type of grease, oil or other fluid onto the ground. The Concessionaire shall keep its Vending Unit in attractive appearance and free of graffiti, damage, and dents.

3. The Concessionaire shall create and maintain its Vending Unit as a high-quality amenity for the public and shall implement customer service practices that will enhance and maintain the satisfaction of its patrons.

7. Marketing

The City encourages the Concessionaire to actively market its Food and Beverages sales at its Vending Location. In addition, the City encourages the Concessionaire to initiate a social media presence through social media outlets like Twitter and Facebook, and to

diligently update, promote and advertise its Food and Beverages sales at its Vending Location through those outlets.

8. Menu Items

1. At all times the Concessionaire operates its Vending Unit at the Vending Location, the Concessionaire shall display a menu and a price list for all Food and Beverages that it sells from its Vending Unit. Concessionaire's menu and price list is subject to the prior approval of the Commissioner.

2. The Concessionaire shall sell food of the highest quality at its Vending Location and shall ensure that the food it sells conforms to these Standard Provisions and all Applicable Laws.

3. The Concessionaire primarily shall provide cooked or baked menu items or non-bottled beverages. The Concessionaire may sell or include prepackaged goods (for example, bags of potato chips) and bottled drinks only secondarily, complementary, or incidentally to its primary menu items and beverages.

9. Prohibited Conduct

The Concessionaire

A. SHALL NOT conduct its business in a way that would

1. substantially restrict, obstruct, interfere with, or impede any public right-of-way;

2. create or become a nuisance;

3. increase traffic congestion, or cause or increase traffic delay or hazards; or

4. cause, create or constitute a danger to life, health or property;

B. SHALL NOT prepare or sell Food and Beverages from outside the confines of the Concessionaire's Vending Unit;

C. SHALL NOT store equipment, food, or beverages on the ground or any surface in the Parks and Recreation System other than on or in the Vending Unit;

D. SHALL NOT use, set up, attach, place or permit the use of any table, crate, carton, rack device, processing and or cooking grills or structure of any kind outside of or apart from the Vending Unit; except, with the Commissioner's prior approval, for tables, stands, and umbrellas the Concessionaire may place for the convenience of its customers;

E. SHALL NOT leave its Vending Unit unattended at any time, or store, place or leave its Vending Unit overnight on any sidewalk, public property, or public right-of-way (except that a Concessionaire may park its Vending Unit in accordance with Applicable Laws);

F. SHALL NOT place paint or affix advertisements, signs, names, slogans, logos, or marks, illustrations, or a color scheme on or to the exterior of its Vending Unit, or in the Vending Location, that promote any business other than Concessionaire's sale of Food and Beverages;

G. SHALL NOT permit its umbrellas or awnings to contain advertising, signs, names, slogans, logos, marks, illustrations of any kind, except the name and logo of the Concessionaire's business;

H. SHALL NOT exhibit, display, offer for sale, sell, or hold for sale, any Food and Beverages in containers on which have been applied logos, labels, signs, prints, wrappers, advertisements, or marks that copy or imitate any name or mark that is likely to cause confusion, or to deceive patrons, as to the source or origin of the Food and Beverages. Any Food and Beverages exhibited, displayed, offered for sale, sold, or held in violation of this subsection are subject to Philadelphia Code, Chapter 9-205, Section (8), Subsection (r) regarding seizure of the goods and criminal prosecution;

I. SHALL NOT sell or give away any items other than Food and Beverages;

J. SHALL NOT sell Food and Beverages at any location in the Parks and Recreation System other than the Vending Location identified in the Concessionaire's Agreement & Permit. When not selling Food and Beverages at a Vending Location under its Agreement & Permit, the Concessionaire may sell Food and Beverages at locations outside the Parks and Recreation System for which the Concessionaire has obtained all permits and licenses required by Applicable Laws;

K. SHALL NOT sell or distribute any alcoholic beverage;

L. SHALL NOT use the Vending Location or any portion of the Parks and Recreation System for any purpose not expressly authorized under the Concession Agreement Documents; and

M. SHALL NOT drive or tow its Vending Unit over grass or any landscaped areas.

10. Temporary Relocation and Suspension of Operations

The Department may temporarily relocate or suspend the operations of the Concessionaire for any reason, including but not limited to any failure of the Concessionaire to comply with any Applicable Law or if at anytime the City determines in its sole discretion that Concessionaire's ongoing operations will interfere with any event to be held within the general vicinity of the Concessionaire's Vending Location.

11. Utilities

A Concessionaire shall not use any utilities drawn from outlets, lines, conduits or units serving, or located in or on, a City building or facility unless the Department, in its sole discretion, makes arrangements with the Concessionaire for electrical, plumbing, or other utility supply to the Concessionaire's Vending Location. The Department may condition a Concessionaire's access to any utility outlet, line, conduit, or unit upon the Concessionaire's payment for or supply of the utility service.

12. Trash Collection; Recycling

1. The Concessionaire shall keep its Vending Location and the area within 10 feet of it free of litter and trash caused or generated by the operation of its Vending Unit and its sale of Food and Beverages. The Concessionaire shall promptly collect its own trash and debris. The Concessionaire shall not leave its Vending Location any day without first picking up, removing and disposing of all trash or debris remaining from the Concessionaire's sales. The Department may, in its sole discretion, make arrangements with a Concessionaire to have the Concessionaire's trash and recyclables stored in a specific area for pickup by the City.

2. The Concessionaire shall supply for its patrons litter and recycling receptacles that are clearly marked for their specific purpose.

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

1. The City is implementing eco-friendly initiatives to improve and protect the environment and the health of visitors and residents of Philadelphia. The City strongly encourages the Concessionaire to employ eco-friendly practices and products in the daily operation and maintenance of its Vending Unit and its sales of Food and Beverages.

2. If the Concessionaire intends to use any disposable products, the City encourages the Concessionaire to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils, and plates. Additionally, the City encourages the Concessionaire to use "Green Seal" eco-friendly products such as, but not limited to, soaps and cleaners. A list of "Green Seal" certified products can be found at http://www.greenseal.org/findaproduct/index.cfm. The City also encourages the Concessionaire to sell sustainable food products and to train its staff about environmentally-friendly food practices.

14. Compliance with Laws

Each Concessionaire shall comply with all Applicable Laws, including but not limited to the Department's Regulations, the City of Philadelphia Home Rule Charter, the City's Fair Practices Ordinance, Philadelphia Code Chapter 9-205 (regarding sidewalk sales), and Philadelphia Code, Title 6, Chapter 300 (the Philadelphia Health Code, Food).

15. Taxes

The Concessionaire shall pay all City taxes applicable to it as the taxes become due. If the Concessionaire fails to pay City taxes or becomes delinquent on any City tax account, then the City may immediately revoke the Concessionaire's Agreement & Permit.

16. Insurance

1. The Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term of its Agreement & Permit the types and minimum limits of insurance coverage specified below. The Concessionaire shall procure all the required insurance from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. The Concessionaire shall cause the insurance to provide for at least 30 days prior notice be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The Concessionaire shall cause all insurance required below to be written on an "occurrence" basis and not a "claims-made" basis.

A. <u>Workers' Compensation and Employers' Liability</u>

i. Workers Compensation – Statutory Limits;

ii. Employers Liability:

$100,000 Each Accident - Bodily Injury by Accident;
$100,000 Each Employee - Bodily Injury by Disease;
$500,000 Policy limit - Bodily Injury by Disease;

(c) Other states endorsement including Pennsylvania.

B. <u>Commercial General Liability Insurance</u>

i. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 personal and advertising injury; $2,000,000 general aggregate.

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

C. <u>Commercial Automobile Liability Insurance</u>

i. Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury and property damage liability;

ii. Coverage: Owned, hired and non-owned vehicles.

D. The Concessionaire shall cause the City, its officers, employees and agents as additional insureds on the General Liability policy. Also, the Concessionaire shall obtain endorsements which state that the coverage afforded the City as additional insured will be primary to any coverage available to it.

2. On or before its execution of the Agreement & Permit, the Concessionaire shall cause a certificate of insurance to be submitted to (1) the Director of Property and Concessions Management, One Parkway 1515 Arch Street, 10th Floor, Philadelphia, PA 19102, and (2) the Risk Management Services Manager, City of Philadelphia Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102. Concessionaire shall also provide new certificates of insurance at least 10 days before the start of each Renewal Term. If the City requests a certified copy of the Concessionaire's original insurance policies, the Concessionaire shall cause the copies to be delivered to the City within 10 days following Concessionaire's receipt of the City's request for them.

3. Despite the provisions of the Agreement & Permit and the other provisions of these Standard Provisions, the Concessionaire's Agreement & Permit is not effective until Concessionaire has delivered (or caused to be delivered) a certificate of insurance that is in accordance with Section 16 of this Standard Provisions and that is satisfactory to the Risk Management Services Manager.

4. During the Term of its Agreement & Permit, the Concessionaire shall not permit any lapse in or termination or cancellation of the insurance coverage required under these Standard Provisions. The Concessionaire shall ensure that replacement coverage meeting the requirements specified above is in effect prior to the expiration of the policy period.

5. The insurance requirements set forth above in these Standard Provisions do not modify, limit or reduce the indemnifications made by the Concessionaire to the City or limit Concessionaire's liability under the Agreement & Permit to the limits of the policies of insurance required to be maintained by Concessionaire.

6. If during the Term of the Agreement & Permit the Concessionaire fails or refuses to maintain any of the insurance required in these Standard Provisions, or fails to submit proof of the required insurance and fails to cure its failure or refusal after five days written notice from the City informing Concessionaire of that default, then the City may terminate the Agreement & Permit immediately without any liability on its part. In that event, the Concessionaire remains liable to the City for all liabilities of Concessionaire under the Concession Agreement Documents, actual or contingent, which may have risen on or before the termination date. The City reserves for itself all of the remedies available to it at law or in equity or set forth in the Agreement & Permit.

17. Indemnification of City; Release of City

1. Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, expenses and liabilities, caused wholly or in part by Concessionaire's act or omission or negligence or fault (or the act, omission, negligence or fault of Concessionaire's agents, subcontractors, employees or servants) in connection with the privileges granted under the Agreement & Permit and these Standard Provisions, including but not limited to those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay subcontractors and suppliers, selling of Food and Beverages contaminated with any bacteria, virus, or toxin that causes illness to any person, any breach of these Standard Provisions, and any infringement or violation of any proprietary right (including but not limited to patent, copyright, trademark, service mark and trade secret). Concessionaire's obligation to indemnify, defend and hold harmless the City under this provision survives the expiration or termination of the Agreement & Permit.

2. In consideration for the license the City gave to the Concessionaire under the Agreement & Permit, the Concessionaire, for itself, its officers, directors, employees, agents, and assigns, and any person claiming by, through, or under them, or any of them (collectively, the "**Releasors**"), forever releases the City from any and all, and all manner of, actions and causes of actions, suits, claims, liabilities, and demands, in law or in equity, the Releasors may have against the City arising out of or related to the condition of the Vending Location or other City-owned land, the City's acts or omissions on or around the Vending Location and other City-owned land, or Concessionaire's exercise of the license and entry onto the Vending Location and other City-owned land.

18. Inspections; City's Remedies For Concessionaire's Failure to Satisfy Concession Agreement Documents

1. Inspectors from the Department may visit Concessionaire's Vending Location unannounced to inspect the Concessionaire's operations and compliance with the Concession Agreement Documents. The Concessionaire shall permit any employees or representatives of the Department to inspect the Concessionaire's Vending Unit and Vending Location. Based on that inspection, the Department may issue directives to the Concessionaire regarding deficiencies in the Concessionaire's compliance with the Concession Agreement Documents, and the Concessionaire shall promptly comply with the Department's directives.

2. If the Concessionaire fails to promptly comply with any directives from the Department regarding the Concessionaire's failure to comply with the Concession Agreement Documents, the City may suspend or terminate the Concessionaire's Agreement & Permit.

3. The Concessionaire's violation of any Applicable Law may be subject to the penalties set forth in the Philadelphia Code, Chapter 9-205, Section (9) Penalties.

19. No City Obligation.

Despite any other provision of the RFP, these Standard Provisions, the Proposal, or the Agreement & Permit, the Concession Agreement Documents do not obligate the City to appropriate or spend money at any time or for any reason.

20. City Standard Provisions. Without limiting the application of Section 14 above, each Concessionaire shall comply with each of the provisions below.

20.1. **Ethics Requirements**

1. The Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 3-11 issued by the Mayor of Philadelphia on January 25, 2011.

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.

3. If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of Section 20.1.1 above, the Concessionaire will commit an Event of Default under the Concession Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

20.2. **Taxes**

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

a. Business Privilege Taxes
b. Net Profits Tax

c. City Wage Tax

2. Promptly following the effective date of the Agreement & Permit, the 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 to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at http://business.phila.gov/Pages/Home.aspx or 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.

20.3. **Non-Indebtedness**

1. By submitting a Proposal and accepting an Agreement & Permit, the Concessionaire represents and warrants, on the date the Agreement & Permit is issued, that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City. Concessionaire shall not at any time during the Term of the Concession Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 20.3.1 may, at the option of the City, result in the termination of the Concession. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

2. The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 20.3.1 above. The Concessionaire shall include the provisions in Section 20.3.1 in each subcontract under the Concession Agreement Documents, with appropriate adjustment for the name of the subcontractor.

20.4. **Condition of the Licensed Spaces**

The City makes no representation or warranty regarding the condition of any Vending Location, including its suitability for the Concessionaire's use under the Agreement & Permit and sale of Food and Beverages. Concessionaire accepts the license given by the Agreement & Permit and agrees to use the Food Vending Location in its "AS IS" condition for the purposes set forth in

the RFP. Concessionaire submitted its Proposal and has executed the Agreement & Permit based solely on Concessionaire's own investigation of the condition of the Food Vending Location.

20.5. **Philadelphia 21st Century Minimum Wage & Benefits Standard**

Under Philadelphia Code Section 17-1303(4), Concessionaire may be subject to the requirements of the Philadelphia Code, Chapter 17-1300, titled, "Philadelphia 21st Century Minimum Wage and Benefits Standard" ("**Chapter 17-1300**"). Chapter 17-1300 governs the wages that certain employers are required to pay their employees. The City urges each Concessionaire to consult with private counsel to determine whether Concessionaire is subject to Chapter 17-1300. If Concessionaire is subject to Chapter 17-1300, then:

1. Concessionaire shall comply with the requirements of Chapter 17-1300 as they exist on the effective date of the Agreement & Permit. Concessionaire shall, upon a written request from the City, promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300. If Concessionaire violates Chapter 17-1300, the City may exercise its remedies under Section 18 of these Standard Provisions.

2. Concessionaire shall notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.

20.6. **No Discrimination**

Concessionaire shall not discriminate against any person on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, or gender preference.

20.7. **Exclusionary Private Organizations**

1. Concessionaire's payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Concession Agreement entitling the City to all rights and remedies provided in the Concession Documents or otherwise available in law or equity.

2. The Concessionaire shall include a provision similar to Section 8.02.1 in each of its Subcontracts with appropriate adjustment for the names of the parties.

20.8. **Slavery Era Disclosure**

Contemporaneously with, or immediately following, the City's and Concessionaire's execution of the Agreement & Permit, Concessionaire shall complete the affidavit set forth in **Appendix 3** to these Standard Provisions disclosing whether Concessionaire or any predecessor company of it invested in or received profits from slavery or slaveholder insurance policies during the slavery era of the United States before 1865.

21. Order of Precedence of Concession Agreement Documents. Despite the other provisions of these Standard Provisions and the provisions of the RFP, Agreement & Permit, and Proposal, if there is a conflict between any of the Concession Agreement Documents, the order of precedence between them is as follows, in descending order:

First: RFP.
Second: Standard Provisions.
Third: Agreement & Permit.
Fourth: Proposal.

Appendix 1
JFK Plaza Food Service Program Specifications

1. **VENDING LOCATION.** Concessionaires in JFK Plaza are permitted to operate Vending Units in front of the Fairmount Park Welcome Center at the corner of John F. Kennedy Boulevard and 16th Street.

   Please refer to the "JFK Plaza Food Vending Location" map on the last page of this Appendix 1 for the general location.

2. **CONCESSION FEE.** All Concessionaires are required to pay the Concession Fee, in monthly installments, prior to vending in JFK Plaza. **The Concession Fee must be made payable to the "City of Philadelphia"**, due on or before the first day of each month. Payment procedures are as follows:

   a. Checks are the ONLY form of acceptable payment. Checks returned for non-sufficient funds ("NSF") will result in a $15 NSF Fee for each returned check and payment is due for the original amount plus NSF Fee in the form of a certified check or money order.

   b. Payment must be hand delivered to the Fairmount Park Welcome Center, 1599 John F. Kennedy Boulevard, Philadelphia, PA 19102.

   c. Concessionaires will only pay for the days they operate their Vending Units at JFK Plaza. Although vending days are paid in advance, if a Vendor is unavailable for a scheduled day at the Vending Location or cannot operate because the City has suspended vending in JFK Plaza in connection with an event being held during the Concessionaire's scheduled day at a Vending Location, then the Concessionaire is entitled to a credit equal to the full amount of its daily Concession Fee during the period of its unavailability or the period of the suspension. The credit would be applied to the Concessionaire's future vending at the Vending Location.

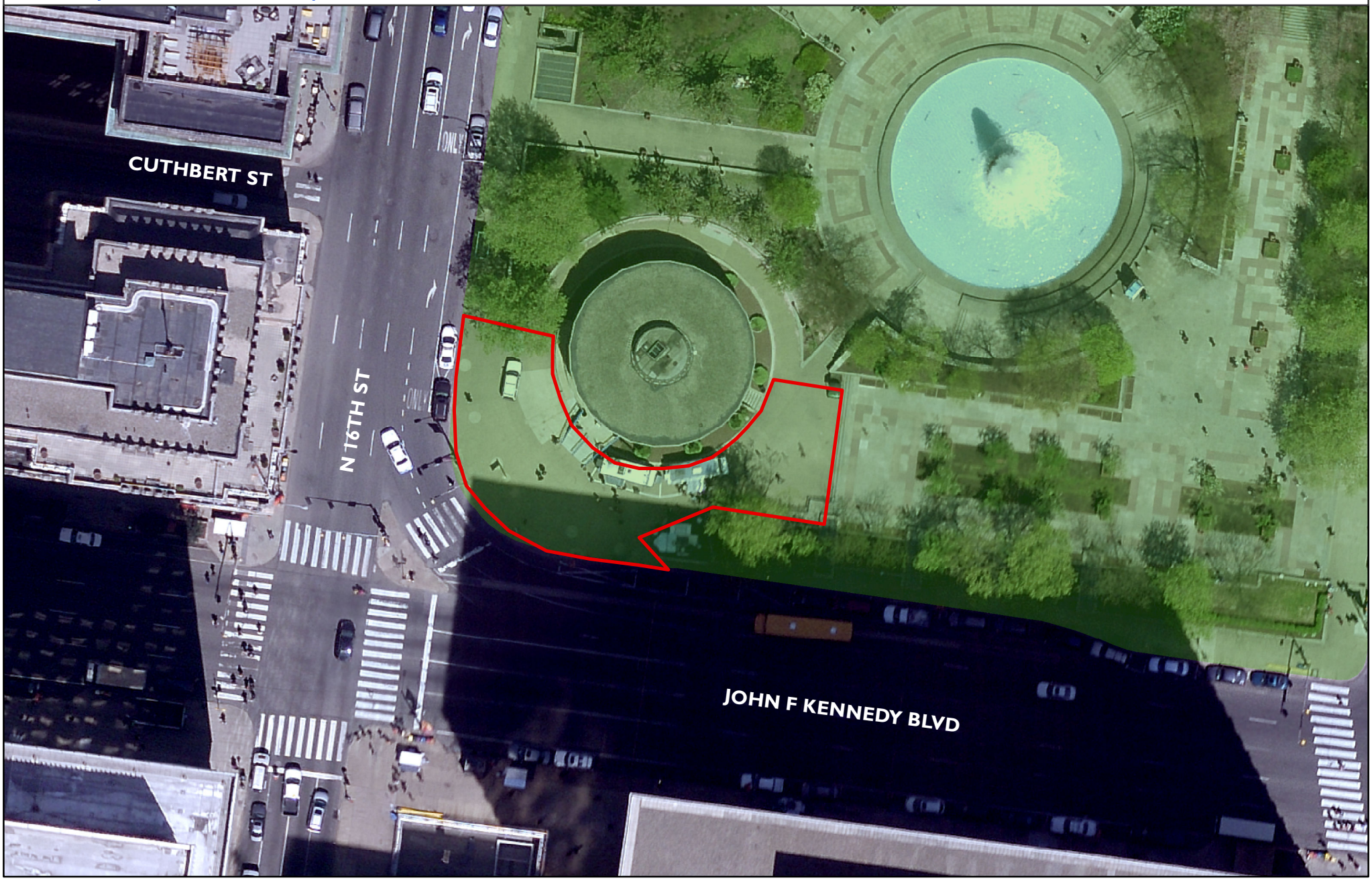
   d. The Department will evaluate the following factors in making a determination as to whether it will offer a credit when a Concessionaire is unavailable for a scheduled day: inclement weather, mechanical failures, or family or health issues.

3. **HOURS OF OPERATION.** Concessionaires who cater to a lunch crowd are permitted to operate at JFK Plaza from 11:00 AM to 3:00 PM, Monday through Sunday. Load-in and set-up is permitted to commence at 10:30 AM. Concessionaires who caterer to a breakfast crowd are allowed to begin load-in, set-up and operation at 6:30AM, closing time will be between 10:30 AM and 3:00 PM (the final, scheduled closing time will be determined by the Department). All Concessionaires must vacate JFK Plaza by 3:30 PM. The City, at its sole discretion, may permit the Concessionaire to operate before or after the hours of operation listed in Paragraph 3 of this Appendix 1 by providing written notice to the Concessionaire.

JFK Plaza (Love Park)

1501 John F Kennedy Blvd

PHILADELPHIA PARKS & RECREATION



Vendor Areas

Philadelphia Parks & Rec Properties

N W E S

0 25 50 100 Feet

1 inch = 50 feet

Date: 02/25/2014

Appendix 2
Licensing Requirements

The City is providing the following list of licenses, permits, and regulations for the convenience of potential Respondents to the RFP. The City does not guaranty that this list is complete. Additional licenses, permits, and regulations may apply. The City recommends that a Respondent confer with a private attorney to ensure the Respondent complies with all Applicable Laws, including licensing and permitting requirements.

1. **Commercial Activity License**

   All Concessionaires are required to obtain a Commercial Activity License (formerly called the Business Privilege License). For more information please visit: https://business.phila.gov/Pages/BusinessPrivilegeLicense.aspx?stage=Start&type=Construction&section=City%20Registration&BSPContentListItem=Obtain%20a%20Business%20Privilege%20License

2. **Mobile Food Vending Program - Department of Health**

   All Concessionaires must review and adhere to the Mobile Food Vending Program of the Department of Health. For more information about the Mobile Food Vending Program, please visit:
   http://www.phila.gov/health/pdfs/Mobile_Vending.pdf

3. **Food Safety Certification Program - Department of Health**

   All Concessionaires interested in serving prepared or cooked foods and drinks must acquire a Food Safety Certificate. For more information about the Food Safety Certification Program, please visit:
   http://www.phila.gov/health/pdfs/Food_Safety_Cert_Insturct_App_7-10.pdf

   For a list of Food Safety Certification training courses in the City, please visit:
   http://www.phila.gov/health/pdfs/Food_Safety.pdf

4. **Mobile Food Vendor Certificate of Eligibility - Department of Health**

   Upon completion of the Food Safety Certification Program, Concessionaires, in order to receive a Mobile Food Vendor Certificate of Eligibility, must visit the Department of Health to have their Vending Unit inspected and secure a commissary or support facility for food and cleaning supplies. The Department of Health will request proof of the Concessionaire's use of the commissary or support facility.

5. **Food Establishment. Retail Non-Permanent Location License - Department of Licenses and Inspections**

   Concessionaires must present the Department of Licenses and Inspections documentation of their Business Privilege License and Mobile Food Vendor Certificate of Eligibility to obtain a Food Establishment, Retail Non-Permanent Location License. The additional requirements listed below may apply as well:

   a. if a business is operated from a motor vehicle, the Concessionaire must obtain a Motor Vehicle License; or,
   b. if a business is operated from a tent or canopy measuring over 100 square feet, the Concessionaire must obtain a permit for the tent or canopy.

   For more information please visit:
   https://business.phila.gov/Pages/FoodEstablishmentRetailNon-PermanentLocation.aspx?stage=start&type=all%20business%20types&section=Licensing%20%26%20Regulations&BSPContentListItem=Food%20Establishment,%20Retail%20Non-Permanent%20Location

6. **Agreement & Permit - Department of Parks and Recreation**

   Completion of Sections 1-5 of the Licensing Requirements described above and the award of a Vending Location by the Department of Parks and Recreation will result in the issuance of the Agreement & Permit.

APPENDIX 3 - CITY OF PHILADELPHIA – BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE ORDINANCE

A Business Entity entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit and any attachments to the Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Public Information Unit at (215) 686-4720 or (215) 686-4721.

City Department Awarding Agreement_____Department Contact Person_____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

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

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

   _____
   Business Entity Name Phone Fax

   _____
   Street Address City State Zip

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

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

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

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

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

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

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

Executed on_____at_____, _____
(Date) (City) (State)

Signature:_____ Title: _____

Notary----------

DEFINITIONS

City means the City of Philadelphia.

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

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

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

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

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

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

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

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

Slavery means the practice of owning Enslaved Persons.

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