

## **REQUEST FOR PROPOSALS**

**For the Management and Operation of Private Event Planning and Preferred Catering at the American Swedish Historical Museum**

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Issued By:



Tracey Rae Beck, Executive Director

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**MANDATORY PRE-PROPOSAL MEETING & ASHM TOUR:**

**MARCH 18, 2013 AT 9:30 A.M.**

American Swedish Historical Museum  
1900 Pattison Ave.  
Philadelphia, PA 19145

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**SEALED PROPOSALS AND E-MAILED PROPOSALS WILL BE RECEIVED UNTIL**

**APRIL 4, 2013 AT 3:00 P.M. LOCAL TIME**

**(THE “DEADLINE FOR SUBMITTING PROPOSALS”)**

**AT**

**1900 PATTISON AVE, PHILADELPHIA, PA 19145**

**AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS**

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Questions regarding this Request for Proposals are to be directed to Tracey Beck,  
Executive Director, American Swedish Historical Museum,  
1900 Pattison Ave, Philadelphia, PA 19145  
Or [tbeck@americanswedish.org](mailto:tbeck@americanswedish.org)

This Request for Proposals is also posted at the following website:  
[www.americanswedish.org](http://www.americanswedish.org) – go to “rentals” and select Preferred Caterer RFP link

## SECTION 1 – GENERAL INFORMATION

### **1.1 Background**

- 1.1.1** The American Swedish Historical Foundation is a private 501(c)3 organization, operating as the American Swedish Historical Museum (“**ASHM**”). The museum building (“**Museum**”) is located on property inside Franklin Delano Roosevelt Park (“**FDR Park**”). FDR Park is managed by the Department of Parks and Recreation for the City of Philadelphia (“**City**”). The Museum is solely overseen and managed by ASHM.
- 1.1.2** It is the mission of ASHM to promote awareness of Swedish and Swedish-American culture and contributions to the United States. All of the Museum’s exhibitions and programs are designed with this mission in mind.
- 1.1.3** Under the 1956 agreement between the City and ASHM, ASHM is allowed to operate the Museum inside FDR Park.

### **1.2 Purpose of this Request for Proposals (“RFP”)**

ASHM is issuing this RFP as a part of selecting a preferred caterer to provide specified aspects of private event planning and catering at ASHM. ASHM requests proposals from all individuals and firms that would like to manage and operate private event planning and catering services at ASHM (“**Private Event Planning and Catering**”). By entering into an agreement for Private Event Planning and Catering, ASHM intends to encourage the scheduling of more private events at the Museum, to increase the use of the Museum, and to generate additional revenue for the support of ASHM’s mission.

### **1.3 Respondents to this RFP; Creation of the Preferred Catering Agreement; and Selection of the Preferred Caterer**

Each firm or individual that submits a proposal in response to this RFP (a “**Proposal**”) will be considered a “**Respondent**.” ASHM intends to enter into negotiations for a written contract (the “**Preferred Catering Agreement**”) with the Respondent whose proposal ASHM determines best serves its objectives and best meets the criteria set forth in this RFP. Upon execution of a negotiated Preferred Catering Agreement between ASHM and the successful Respondent, the successful Respondent will become the “**Preferred Caterer**” under the final Preferred Catering Agreement and will have the right to operate and manage Private Event Planning and Catering at ASHM according to the terms to be set forth in the final Preferred Catering Agreement.

#### **1.4 Summary; duration of Preferred Catering Agreement**

The Preferred Caterer is expected to have complete responsibility for Private Event Planning and Catering at ASHM for an initial period of five years. The responsibilities of the Preferred Caterer will include those set forth in Sections 3, 4, and 5 of this RFP. In consideration of the rights to be granted to the Preferred Caterer, the Preferred Caterer will be required to pay ASHM a specified and agreed on usage fee and to fund any mutually agreed on capital improvements at ASHM.

#### **1.5 Respondent Qualifications**

Each Respondent should have substantial experience in professional private event planning and catering services and sufficient financial capability to operate and manage the Private Event Planning and Catering at the highest level.

#### **1.6 Mandatory Pre-Proposal Meeting And Tour of ASHM**

**1.6.1** A “**Mandatory Pre-Proposal Meeting**” will be held at the Museum for interested Respondents on the date, time, and location stated on the cover page of this RFP. The purpose of the Mandatory Pre-Proposal Meeting will be to review the requirements contained in this RFP and to receive questions from potential Respondents. All potential Respondents are required to RSVP to Tracey Rae Beck, American Swedish Historical Museum, at 215-389-1776 or [tbeck@americanswedish.org](mailto:tbeck@americanswedish.org).

**1.6.2** After this Mandatory Pre-Proposal Meeting, ASHM staff will conduct a tour of the Museum.

#### **1.7 Project Manager; Questions Regarding this RFP**

The “**Project Manager**” for this RFP is Tracey R. Beck, Executive Director, American Swedish Historical Museum. Her contact information is:

Email: [tbeck@americanswedish.org](mailto:tbeck@americanswedish.org)

Phone: 215-389-1776

Fax: 215-389-7701

Mail: 1900 Pattison Ave  
Philadelphia, PA 19145

Questions concerning this RFP, including any questions concerning the Preferred Catering Agreement, may be asked at the Pre-Proposal Meeting and may also be submitted to the Project Manager in writing, by e-mail, fax or letter, no later than **DATE at 4:00 p.m. local time (“Deadline for Questions”)**.

## **1.8 Need to Review Entire RFP Carefully**

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

## **1.9 No Obligation on ASHM to Execute a Preferred Catering Agreement**

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

## **1.10 Modified Proposals; Late Proposals**

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

## **1.12 Information and Data in this RFP Is Not Warranted**

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

## **SECTION 2 – DESCRIPTION OF THE MUSEUM**

### **2.1 Location and Access**

The Museum is located in South Philadelphia's FDR Park, close to the 20<sup>th</sup> Street and Pattison Avenue entrance to FDR Park. The address of ASHM is 1900 Pattison Ave, although the main entrance to the Museum is located inside FDR Park. It is easily accessible from major roadways I-76 and I-95, as well as Broad Street, and the SEPTA subway and bus system.

### **2.2 Facilities**

A general description of the Museum is available on its website:  
[www.americanswedish.org](http://www.americanswedish.org)

**2.2.1** The Museum's permanent collection is exhibited in 12 galleries. The galleries range in style from art-deco to the rugged interior of a Swedish farmhouse. These galleries were installed over several decades between

1930 and 2011. The Museum hired an architect or interior designer to design each gallery and, therefore, each room has a unique feel.

The Museum's collections include artifacts and printed materials related to the 17<sup>th</sup> century New Sweden colonists who settled the Delaware Valley; the papers, engineering drawings and patent models of John Ericsson, the inventor who designed and built the Civil War Battleship U.S.S. Monitor; manuscripts of Fredrika Bremer, the 19<sup>th</sup> century writer and women's rights activist; and room honoring Alfred Nobel and all of the Nobel Prize recipients through the present day. The Museum also exhibits paintings by Carl Larsson, sculptures by Carl Milles, etchings and drawings by Anders Zorn, and musical memorabilia of Jenny Lind. The Museum houses collections of some 5,000 books and 4,000 paintings, furnishings, works on paper, decorative arts, crystal and glass, textiles and metals (especially copper arts), and historical objects and artifacts from Sweden, other Nordic countries, and the United States.

- 2.2.2.** The Museum includes a lobby area, gallery space, gift shop, large event room, two small meeting rooms and separate men's and women's restrooms, all accessible for the disabled. The large event room can seat approximately 150 people inside for meals (without dance space), and can accommodate approximately 200 people for receptions (with dance space). The large event room can also be used for meetings, small receptions, meals, retreats, and training sessions. The outside, open air courtyards and patio space may also be used and can accommodate up to 200 for a seated event, or 300 standing.
- 2.2.3** ASHM has access to approximately 200 parking spaces in the parking lot across from the Building. The Museum is located in a public park and does not have exclusive rights to these parking spaces; however, ASHM does have access to barricades and signage provided by the City to reserve parking for its events.
- 2.2.4** The Museum is served by a boiler (oil), air conditioning, and radiant heat.

### **2.3 History and Previous Catering Use of the Museum**

- 2.3.1** Construction of the Museum began in 1926 as part of the United States Sesquicentennial Celebration held in FDR Park (formerly League Island Park). The Museum officially opened in 1938 as part of the 300<sup>th</sup> anniversary of the founding of the New Sweden Colony.
- 2.3.2.** The Museum has been used regularly for catered events. ASHM has worked with a list of approved caterers for all catered events since the Fall of 2008. Before then ASHM had events catered by the caterer of choice of the client.

## **2.4 Usable Museum Facilities**

**2.4.1** The rights given to the Preferred Caterer under the Preferred Catering Agreement will apply only to the Museum facilities listed below. See the attached **Appendix 1** for a floor plan of the Museum and grounds.

- Gated courtyard, and open lawn area, and patio (suitable for picnics and outdoor gatherings)
- The following areas and facilities in the Building:
  - 75' x 35' meeting and event room;
  - Grand Hall
  - Two gallery spaces
  - Restrooms Room
  - Kitchen
  - Storage space
- Parking within FDR Park. Please see Section 4.6 for information about parking availability.

**2.4.2** During the initial term of the Preferred Catering Agreement, and any agreed renewal, ASHM may offer the Preferred Caterer the opportunity to provide catering services at other locations owned by the City and licensed to ASHM. The Preferred Caterer shall respond to each such ASHM offer within sixty (60) days after receipt.

## **2.5 ASHM Public Operations**

ASHM will not alter the Museum's public operating hours. The Museum's ordinary public operating hours are Tuesday through Friday, 10:00 am – 4:00 pm; and Saturday and Sunday 12:00 pm – 4:00 pm. Events or preparation for events may occur during public operations hours with permission.

## **SECTION 3 – ASHM COMMITMENTS; MINIMUM BID REQUIREMENTS; IMPROVEMENTS**

ASHM commits to make the specified Museum spaces available to the Preferred Caterer for at least 40 Fridays, 40 Saturdays, and 25 Sundays per calendar year, with at least 11 of the Saturdays to be in the months of June, September, and October; all of these “available days” are to commence after regular Museum visiting hours (collectively the “ASHM” Commitments”). ASHM reserves the sole and exclusive right to select the Preferred Caterer that it concludes in its sole and exclusive discretion will best serve the interests of ASHM and ASHM further reserves the sole and exclusive right to negotiate the final terms of any Preferred Catering Agreement, which may include modifications to the ASHM Commitments and to the following minimum bid requirements. Subject to the foregoing, each Respondent shall, if selected as the Preferred Caterer, satisfy the following minimum bid requirements:

- 3.1 The Preferred Caterer shall provide at its own expense all necessary catering supplies.
- 3.2 The Preferred Caterer shall provide a salesperson to show the Museum and to handle all catering questions.
- 3.3 The Preferred Caterer shall provide a trained event planner to work with each client and their outside vendors, and to answer all Museum – specific questions and concerns, such as delivery and pick up of personal effects, additional site visits, parking questions and the like.
- 3.4 The Preferred Caterer shall promote ASHM in print advertisements, on the Internet, and with other printed materials, specifying that ASHM is operated in partnership with the City of Philadelphia’s Department of Parks and Recreation. All advertising shall have ASHM prior approval.
- 3.5 The Preferred Caterer shall provide an experienced and knowledgeable person to supervise all events, and to help enforce all ASHM rules and regulations.

### **3.6 Improvements**

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

- 3.6.1. The work will not limit the access or use of the space required for ASHM Events and any other ASHM programs;
- 3.6.2. Improvements will not alter permanent exhibits at the ASHM or limit the ability of the ASHM to manage its temporary exhibits; without first being approved by the ASHM in its sole discretion;
- 3.6.3. All Improvements must be approved by the ASHM in its sole and exclusive discretion; some Improvements may also require approval of the City.
- 3.6.4 The design, scheduling, and implementation of all Improvements shall be subject to ASHM review and approval in its sole discretion to insure that such work is done in a manner consistent with the ASHM’s primary mission as a museum and consistent with the design integrity of the ASHM facility;
- 3.6.5 Respondent shall be responsible for obtaining any and all permits and approvals from all applicable authorities respecting the Improvements and

shall ensure that the Improvements are in conformance with all applicable laws and regulations provided, that any expenditures approved by the ASHM that alter the licensing or permitting status of the ASHM (for example, alterations that would require the ASHM to be licensed as a commercial kitchen) shall not be considered “Improvements” for purposes of this Agreement and shall be borne solely by Respondent;

**3.6.6** Respondent shall use reputable contractors that are licensed in Pennsylvania and carry reasonably sufficient insurance (including, but not limited to, workers’ compensation, employer’s liability and general liability policies) that name the ASHM as an additional insured.

**3.6.7** Unless otherwise agreed, all Improvements shall belong to ASHM.

### **3.7 Indemnification and Liability Insurance**

**3.7.1** The Preferred Caterer shall be solely responsible for any services or products it provides at the ASHM facility and for any damage or losses incurred by the ASHM as a result, directly or indirectly, of such services or products provided by Respondent. Respondent shall indemnify and hold harmless the ASHM against any losses, damages, claims, suits, fines and expenses (including, without limitation, reasonable attorneys’ fees) arising from any act or omission of Respondent.

**3.7.2** The Preferred Caterer shall maintain insurance at levels customary in the industry, but in no event in such amounts less than the minimum insurance requirements required below, and shall name the ASHM as an additional insured on each such policy with respect to any services provided by Respondent at the ASHM. Such policies shall include a clause stating that the ASHM will be given at least 30 days prior notice in the event the insurance is cancelled or reduced.

**3.7.3.** The minimum insurance requirements that The Preferred Caterer must meet include:

1. Workers’ compensation insurance as required by statute.
2. Employer’s liability insurance with a limit of not less than \$1,000,000 per occurrence.
3. Comprehensive general liability insurance covering acts or omissions of the Preferred Caterer under or with its services or responsibilities hereunder, with single combined limits of \$1,000,000 each person and each occurrence as respects personal injury, including death and property damage (including the

ASHM), and the operations of the Preferred Caterer, and contractual liability for the liability assumed by the Preferred Caterer.

4. Comprehensive automobile liability insurance with limits of \$1,000,000 per person and occurrence, to the extent such insurance is required in connection with the Preferred Caterer's operations at the Museum.
5. Comprehensive liquor liability insurance with limits of not less than \$1,000,000 per person and occurrence.
6. Umbrella coverage in an amount not less than \$5,000,000.

### **3.8 Payments to ASHM**

Each Respondent shall decide on its own proposed usage payments to ASHM for the initial period of five years; a guaranteed minimum payment to ASHM shall be included for each year. To the extent that Respondent proposes to make any Improvements, such Improvements shall be described in the Respondent's proposal (such description to include the estimated cost) and shall be paid for by Respondent.

### **3.9 Termination**

ASHM may terminate the Preferred Catering Agreement for the following reasons:

1. failure to comply with the terms of the Preferred Catering Agreement; or
2. if ASHM loses or is otherwise unable to maintain necessary governmental approvals to continue to rent its facilities for special events.

Before termination for failure to comply with the Preferred Catering Agreement, ASHM shall give the Preferred Caterer thirty (30) days' written notice of its reason(s) for intending to terminate; if during such thirty (30) days, the Preferred Caterer fails to cure ASHM may then terminate by giving written notice of termination. ASHM will use reasonable efforts to accommodate already booked events.

## **SECTION 4 – PREFERRED CATERING AGREEMENT: SPECIFIC PROVISIONS**

### **4.1 Term of the Preferred Catering Agreement**

The "Initial Term" of the Preferred Catering Agreement starts on the date ASHM

executes the Preferred Catering Agreement (the “Commencement Date”). The Initial Term expires at 5:00 p.m. the day before the 5th anniversary of the Commencement Date. ASHM, at its sole discretion, may renew the Preferred Catering Agreement for up to one five-year period (“Renewal Term”), but with price terms modified to reflect experience. To renew the Preferred Catering Agreement, ASHM and the Preferred Caterer must reach agreement on price terms for the proposed Renewal Term by the end of the first month of the fifth and final year of the Initial Term.

## **4.2 Use of ASHM Facilities**

- 4.2.1** The Preferred Caterer may only use those areas and facilities listed in Section 2.4.
- 4.2.2** The Preferred Caterer shall manage and operate all aspects of Private Event Planning and Catering at the Museum, including but not limited to, marketing, advertising, scheduling, staging, staffing, equipment, supplies, parking and valet service, catering, and clean up.
- 4.2.3** The Preferred Caterer shall cooperate and communicate regularly with ASHM to ensure the successful operation of Private Event Planning and Catering and the successful operation of ASHM during public operating hours. The Preferred Caterer shall be considerate of the day-to-day operations and work of ASHM staff.

## **4.3 Unavailable Dates; No Interference with Public Operating Hours**

- 4.3.1** The Preferred Caterer shall not rent the Museum or grounds on dates when specified annual events are held at the Museum. **Appendix 2** sets forth a list of these annual events at ASHM.
- 4.3.2** ASHM may use and also rent out its facilities (and retain the rental payments) for up to 4 additional events each calendar year without using the Preferred Caterer.
- 4.3.3** Events managed by the Preferred Caterer shall not interfere with the Museum’s Public Operating Hours. ASHM shall provide the Preferred Caterer with advance written notice of each event that ASHM schedules at ASHM.

## **4.4 Personnel**

- 4.4.1** The Preferred Caterer shall employ and provide all personnel necessary and prudent for the safe and efficient performance of Private Event Planning and Catering.
- 4.4.2** Employees of the Preferred Caterer shall at all times conduct themselves

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

#### **4.5 Equipment for Private Event Planning and Catering; Maintenance and Repair**

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

**4.5.1.1** Before each event at the Museum that the Preferred Caterer books or caters, the Preferred Caterer shall communicate with ASHM staff to coordinate appropriate schedules for delivering equipment, materials, and supplies to the Museum.

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

**4.5.3** The Preferred Caterer shall, at its sole cost and expense, maintain, operate, and conduct the Private Event Planning and Catering in good and safe condition and in accordance with industry standards, including but not limited to performing all necessary and prudent maintenance, repair, and

replacement of the equipment, materials, and supplies used by Preferred Caterer for Private Event Planning and Catering.

- 4.5.4** At all times the Preferred Caterer shall, at its sole cost and expense and in accordance with the provisions of the Preferred Catering Agreement, promptly repair all damage to ASHM caused by the Preferred Caterer or its employees, agents, contractors, invitees, or clients and their guests, or otherwise arising from Preferred Caterer's conduct under the Preferred Catering Agreement.
- 4.5.5** ASHM is not required to provide any services, materials or equipment related to Private Event Planning and Catering.
- 4.5.6** Upon termination of the Preferred Catering Agreement, the Preferred Caterer shall leave ASHM in the same or better condition in which it was found immediately before the hiring of the Preferred Caterer, except for reasonable wear and tear, or casualty covered by the Preferred Caterer's insurance.
- 4.5.7** All maintenance and repair required of the Preferred Caterer in this Section 4.5 is subject to the prior written approval of ASHM. The Preferred Caterer shall promptly complete all maintenance and repair, but in no event later than a deadline specified by ASHM in its reasonable discretion.

## **4.6 Parking**

The parking lot located in front of the Museum is part of the public space of FDR Park. ASHM has access to barricades and signage from Fairmount Park in order to reserve necessary parking for Museum events. Because of the public use of FDR Park, it may at times be necessary for the Preferred Caterer to hire a police officer, park ranger, or parking attendant to manage parking. Parking availability for the Museum in FDR Park is sometimes limited or non-existent because of professional sporting events and/or other special events.

If the vehicle parking needs for any catered event exceeds the capacity of the available parking, then the Preferred Caterer shall arrange for additional off-site parking and for valet service to and from such off-site parking area.

## **4.7 Storage Space**

The Preferred Caterer may use storage space available at the Museum and identified in **Appendix 3**. If additional storage space is required, the Preferred Caterer shall arrange for additional off-site storage at Preferred Caterer's sole cost and expense.

## **4.8 Utilities**

- 4.8.1** ASHM makes no representations or warranties regarding the adequacy of the utilities and utility service currently available at and serving the Museum. The Preferred Caterer shall, at its sole cost and expense, connect to and or upgrade any existing utility service or create new utility systems as needed for Preferred Caterer’s operations of the Private Event Planning and Catering (including but not limited to supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc.). Before making any new utility connection, upgrading utility service, or creating any new utility system, the Preferred Caterer shall obtain all permits and approvals required by applicable laws and shall obtain the prior written approval of ASHM and the City.
- 4.8.2** The Preferred Caterer is not responsible for paying any of the charges or fees for public utilities and utility service used at the Museum in connection with Private Event Planning and Catering.

## **4.9 Best Efforts To Book Events; Marketing**

- 4.9.1** Preferred Caterer shall use its reasonable best efforts to book events at ASHM using all commercially reasonable means, including but not limited to marketing and publicizing the availability of the Museum for events and catered affairs through the internet, newspaper ads, magazines, and other means of communication.
- 4.9.2** ASHM retains the right to approve all of the Preferred Caterer’s promotional activities for the Museum.

## **4.10 Administrative Requirements**

- 4.10.1** The Preferred Caterer shall accept and respond to public inquiries regarding the rental availability of the Museum.
- 4.10.2** The Preferred Caterer shall provide site tours for prospective renters of the Museum in coordination with ASHM.
- 4.10.3** The Preferred Caterer shall accept, book, and confirm all reservations in a timely manner.
- 4.10.4** The Preferred Caterer shall execute a site user license agreement (“**User Agreement**”) with each renter to confirm the reservation of each event. The Preferred Caterer must obtain ASHM’s approval of the User Agreement, which ASHM shall not unreasonably withhold. The Preferred Caterer may not amend or change the form of the User Agreement

approved by ASHM without ASHM's prior written approval, which shall also not be unreasonably withheld.

#### **4.11 Cleaning; Trash Collection; Recycling; Walk Through Inspection**

- 4.11.1** The Preferred Caterer shall, at its sole cost and expense, clean-up and remove all waste, garbage, refuse, rubbish, organic debris and litter generated by and related to the Private Event Planning and Catering at ASHM. Clean-up may include, but is not limited to, cleaning and restocking the restrooms with paper products as well as sweeping and mopping or steam cleaning the floors of the Building.
- 4.11.2** The Preferred Caterer shall conduct a walk through inspection with ASHM staff after the clean-up of each event. The Preferred Caterer shall notify ASHM staff to arrange "mutually convenient time" for each walk through inspection.
- 4.11.3** The Preferred Caterer shall provide proper waste and recycling receptacles at the Museum and grounds where events and catering take place, including but not limited to providing separate trash containers for recyclable materials in compliance with all City, State, and Federal regulations regarding recycling.

#### **4.12 Environmentally-Friendly ("Green") Products & Practices**

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

ASHM encourages the Preferred Caterer to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils, and plates if the Preferred Caterer intends to use any disposable products during Private Event Planning and Catering. Additionally, ASHM encourages the Preferred Caterer to use "Green Seal" eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of "Green Seal" certified products can be found at <http://www.green Seal.org/findaproduct/index.cfm>. ASHM also encourages the serving of sustainable food products and the training of staff in environmentally-friendly food practices.

#### **4.13 Subcontracting**

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

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

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

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

#### **4.14 Menu and Pricing Points; Alcoholic Beverages**

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

**4.14.2** The Preferred Caterer or its sub-licensees, contractors, or subcontractors, may serve alcoholic beverages at the Museum solely for private events. The Preferred Caterer and its contractors and subcontractors that serve alcoholic beverages at the Museum must obtain all permits and licenses required under applicable laws for the serving of alcoholic beverages.

#### **4.15 Security**

**4.15.1** Throughout each event under the Preferred Catering Agreement, the Preferred Caterer shall maintain security at the Museum and grounds used in connection with the event, including parking in front of the Museum.

**4.15.2** The Preferred Catering Agreement, the Preferred Caterer shall work with City staff and/or ASHM staff to secure the Museum at the conclusion of each event.

#### **4.16 Alterations to the Museum**

The Preferred Caterer shall not make, cause, or permit any alterations to ASHM, without the prior review and written approval of ASHM and, if needed, the

Commissioner of Parks and Recreation. The Preferred Caterer must submit to ASHM and City detailed plans and specifications for any proposed alterations and all additional information reasonably requested by ASHM and City. ASHM's and City's approval of any alterations may be conditioned upon a requirement that the Preferred Caterer provide ASHM and City with a performance and payment bond satisfactory to ASHM and City in all respects and upon other requirements ASHM and City deem necessary or prudent to protect the interests of ASHM and City.

#### **4.17 Smoking Policy**

Smoking in the Museum is strictly prohibited. The Preferred Caterer shall not permit smoking in any area of the Museum. Smoking is permitted outside the Museum where proper receptacles for cigarette and cigar butts have been placed. The Preferred Caterer may, at its sole cost and expense, place appropriate receptacles in other outdoor areas of ASHM to accommodate smokers at outdoor events. If the Preferred Caterer places any such additional receptacles, then the Preferred Caterer shall promptly maintain and clean the receptacles following each event.

#### **4.18 Persons with Disabilities**

The Preferred Caterer shall comply with all City, State, and Federal requirements to provide safe access for everyone, including persons with disabilities. The Preferred Caterer is encouraged to exceed accessibility requirements whenever possible.

#### **4.19 Licenses and Permits**

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

### **SECTION 5 – GENERAL CONTRACT PROVISIONS**

#### **5.1 Ethics Requirements**

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

#### **5.2 Tax Requirements**

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

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

**5.2.2** The Preferred Caterer, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

**5.2.3** In addition to the City’s tax requirements, the Preferred Caterer shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, “**Assessments**”) that apply to the Preferred Catering Agreement, and the Preferred Caterer’s activities under the Preferred Catering Agreement. The Preferred Caterer is solely liable for all late charges, interest, penalties, and fees arising from the Preferred Caterer’s failure to timely pay all Assessments.

**5.2.4** ASHM is not obligated at any time to pay any Assessments related to the Preferred Catering Agreement, or to the Preferred Caterer’s activities under the Preferred Catering Agreement.

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

### **5.3 ASHM’s Right to Inspect Books and Records**

**5.3.1** The Preferred Caterer shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, “**Books and Records**”) within the greater Philadelphia area relating to the Preferred Caterer’s management and operation of the Preferred Catering Agreement. The Preferred Caterer shall maintain its

Books and Records in accordance with generally accepted accounting principles consistently applied.

**5.3.2** ASHM may inspect and audit all of the Preferred Caterer's Books and Records and Preferred Caterer's affairs at any reasonable time at the Preferred Caterer's principal place of business in the greater Philadelphia area.

#### **5.4 Non-Indebtedness**

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

#### **5.5 Condition of the Museum and Grounds**

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

#### **5.6 Safety Measures**

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

#### **5.7 Compliance with Applicable Laws**

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

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

## **5.8 Entire Agreement; No Amendment**

- 5.8.1** The Preferred Catering Agreement will be the complete, final, and exclusive expression of ASHM’s and Preferred Caterer’s agreement. All prior negotiations and agreements, if any, between ASHM and the Preferred Caterer will be superseded by and merged into the Preferred Catering Agreement.
- 5.8.2** The Preferred Catering Agreement may not be amended or modified except in writing approved by ASHM and, if necessary, approved by the City, in advance and in writing. Any proposed amendment of the Preferred Catering Agreement made without strictly complying with this provision is void.

## **5.9 No Joint Venture Or Partnership**

The Preferred Catering Agreement does not create a joint venture or partnership between ASHM and the Preferred Caterer or between the City and the Preferred Caterer. The Preferred Caterer is an independent entity and is not an agent of ASHM or the City.

## **5.10 Severability**

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

## **5.11 Waiver of Jury Trial**

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

## **5.12 Place of Contract; Governing Law**

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

## **5.13 Counterparts**

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

#### **5.14 Assignment Prohibited**

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

#### **5.15 Venue**

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

#### **5.16 Validity of ASHM Approvals**

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

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

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

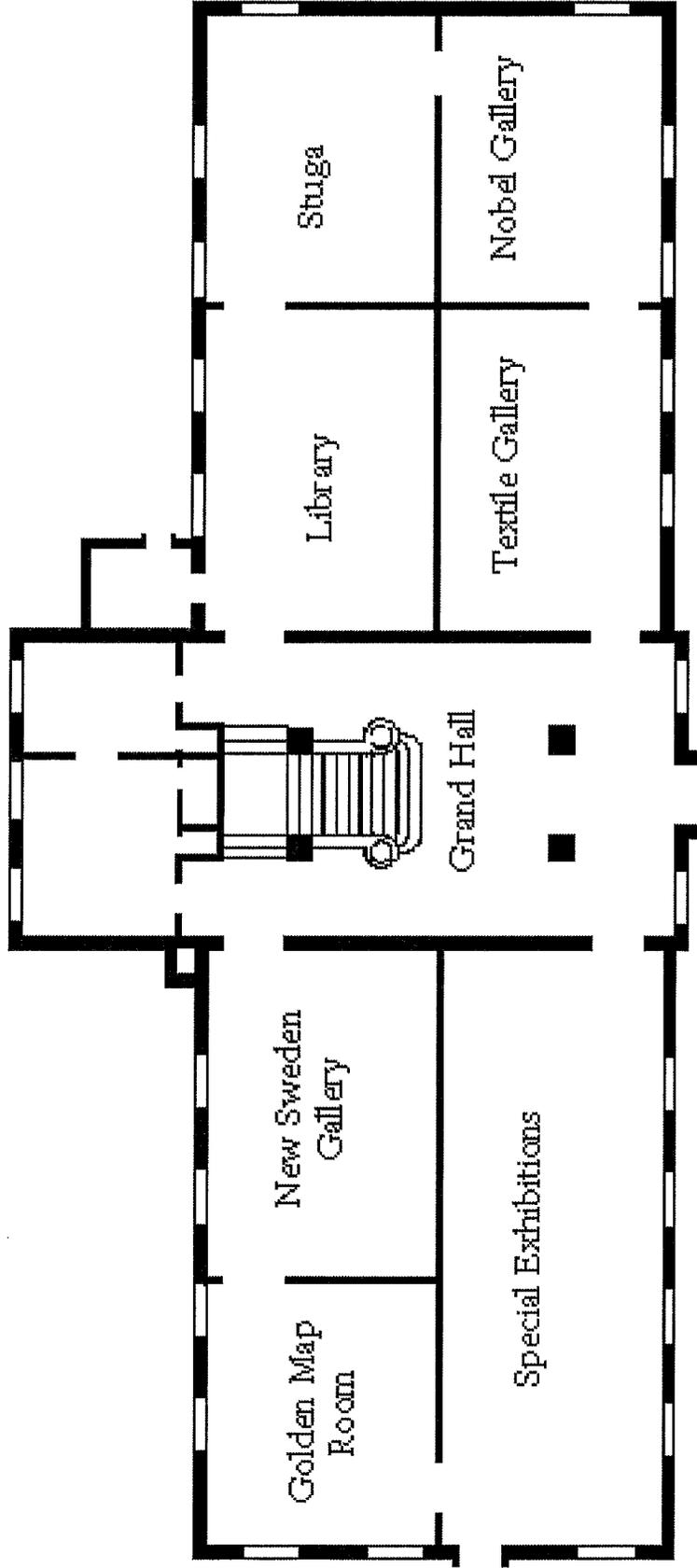
#### **5.17 Interpretation**

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

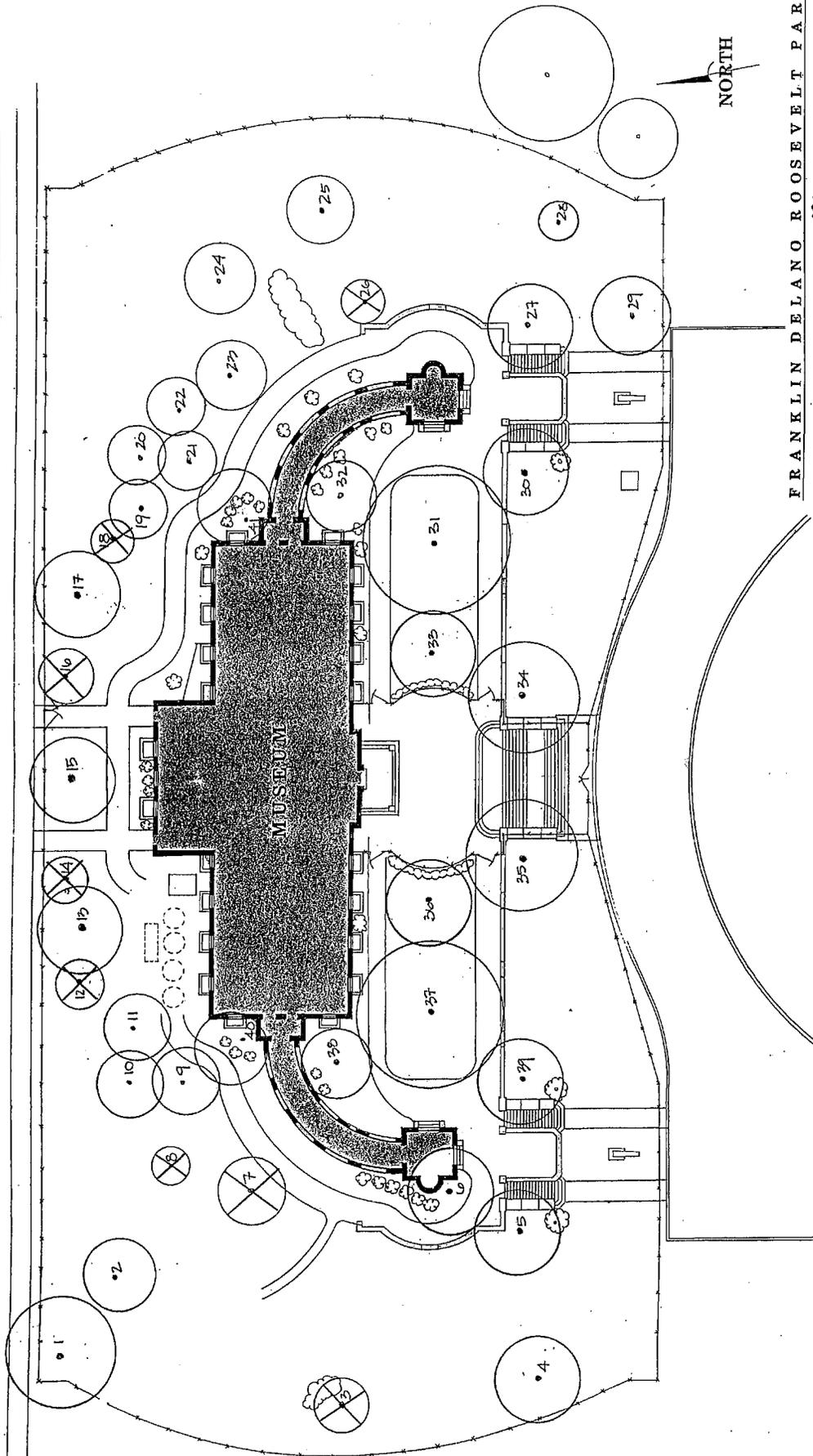
#### **5.18 Force Majeure Event**

- 5.18.1** Preferred Caterer is excused from compliance with any obligation or limitation under the Preferred Catering Agreement where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Preferred Caterer's own employees), (2) the breakdown or failure of any apparatus, equipment or machinery in ASHM required in connection with the Event and Catering Planning where the breakdown or failure is not in any way the fault of Preferred Caterer, and (3) the Preferred Caterer cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1), (2), and (3) together, a "**Force Majeure Event**").
- 5.18.2** Preferred Caterer is excused from compliance with any obligation or limitation under the Preferred Catering Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until Preferred Caterer can reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Preferred Caterer's compliance with a material obligation or limitation under the Preferred Catering Agreement, and if the Force Majeure Event continues for 2 months or longer, then ASHM may terminate the Preferred Catering Agreement in its sole discretion.
- 5.18.3** ASHM is excused from complying with any requirements or limitations applicable to it under the Preferred Catering Agreement if ASHM cannot comply because of any acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus, equipment or machinery employed in supplying required services or any act or condition beyond the reasonable control of ASHM.

Appendix 1



PATTISON AVENUE



NORTH

FRANKLIN DELANO ROOSEVELT PARK

# AMERICAN SWEDISH HISTORICAL MUSEUM

1900 PATTISON AVENUE • PHILADELPHIA, PA 19145

## EXISTING PLANT MATERIALS INVENTORY

0 10 20 30 40 50 60  
JUNE 17, 1996

 SIMONE AND JAFFE INCORPORATED  
LANDSCAPE ARCHITECTURE  
241 Locust Avenue Berwyn, Pennsylvania 19312 484-8154 Fax 484-8751

Appendix 2  
Annual ASHM Events

Event	Month/day	Friday	Saturday	Sunday	Notes:
Pea Soup	January	x			Last week
Spring Ting	March or April	x	x		Date varies due to honoree schedule
Exhibit opening	spring		x		Afternoon event, but can go into evening. Date varies.
Valborg	end of April		x		
Midsommarfest	mid to late June		x		
Crayfish Party	mid August	x			
Exhibit opening	summer/fall			x	Afternoon event, but can go into evening. Date varies.
Annual meeting	September			x	Afternoon event, but can go into evening. Date varies.
Meatball Contest	October			x	Generally requires set up several days prior, but this could be modified.
Julbord	First week of Dec	x			
Christmas Concert		x	x		Sometimes takes place on a weekday.
<b>Non-Regular Events</b>					
Concerts	Seasonal	x	x	x	Outside groups have performed here three times since 2009
Raoul Wallenberg Award	every 3-4 years		x		
Member events	spring		x	x	member appreciation events (tours and dinners). Dates vary.
Exhibit events	Seasonal	x	x		preview openings, lectures, extended hours. Can also be on weekdays.