

Exhibit A  
**CONCESSION AGREEMENT**  
[Lloyd Hall Café]

This CONCESSION AGREEMENT (the “Concession Agreement”) is made January 7, 2011 (“Commencement Date”), between the CITY OF PHILADELPHIA (the “City”), acting through its DEPARTMENT OF PARKS AND RECREATION (the “Department” or “Parks and Recreation”) and its PROCUREMENT DEPARTMENT, and COSMIC CATERING, LLC, a Pennsylvania limited liability company (the “Concessionaire”).

**BACKGROUND**

A. The City owns the building called Lloyd Hall. Lloyd Hall is under the jurisdiction of the Department.

B. On July 19, 2010, the Procurement Department issued a Request for Proposals for the Management and Operation of the Lloyd Hall Café. On August 20, 2010, the Department issued Addendum # 1 to the RFP, which amended the RFP. The RFP and Addendum # 1 are set forth in **Exhibit A** to this Concession Agreement.

C. Concessionaire submitted a Proposal in accordance with the RFP. Concessionaire’s Proposal is set forth in **Exhibit B** to this Concession Agreement.

D. The Department selected the Concessionaire as the highest responsible bidder for the Concession under the RFP.

E. This Concession Agreement provides for the City giving a License to the Concessionaire to manage and operate the Lloyd Hall Café.

ACCORDINGLY, intending to be legally bound, the City and Concessionaire agree as follows:

**ARTICLE 1**  
**DEFINITIONS; EXHIBITS; INCORPORATION OF DOCUMENTS**

1.01. **Definitions.** In this Concession Agreement, each word and phrase defined in the Preamble has its assigned meaning. Unless defined in this Concession Agreement, capitalized words and phrases used in this Concession Agreement have the meanings assigned to them in the RFP. The words and phrases defined below have the meanings assigned to them below.

“**Café Gross Revenue**” means all payments, fees, charges, and other payments, however characterized, that Concessionaire receives in connection with its service or provision of food and beverages and sale of merchandise in connection with (1) Retail Sales, and (2) On-Site Catering. “Café Gross Revenue” includes any mark-up Concessionaire charges to an Event host or sponsor related to goods or services provided by a Third Party Service Provider for an Event, but “Café Gross Revenue” does not

include the actual fees, costs, or other charges that Concessionaire receives from an Event host or sponsor and pays over to any Third Party Service Provider in connection with an Event.

“**City**” has the meaning assigned to it in the Preamble and includes the Department and all the City’s other departments, boards, commissions, officials, officers, employees, and agents.

“**Commencement Date**” has the meaning assigned to it in the preamble to this Concession Agreement.

“**Concession Agreement**” has the meaning assigned to it in the RFP and above, and includes all written amendments to the Concession Agreement made in accordance with Section 4.11.2 of the RFP.

“**Concession Documents**” means the Concession Agreement, the RFP, Concessionaire’s Proposal, and all the exhibits, attachments, schedules, appendices, and addendums to those documents, and future amendments to any of them made in accordance with the Concession Agreement.

“**Concession Fees**” has the meaning assigned to it in Section 6.8.1 of the RFP as amended by Article 4, Section 4.01 of this Concession Agreement.

“**Concessionaire**” had the meaning assigned to it in the Preamble above and includes Concessionaire’s officers, employees, and agents.

“**Department**” has the meaning given it in the Preamble.

“**Economic Opportunity Plan**” and “**EOP**” mean Concessionaire’s plan for the participation of minority-owned, women-owned, and disabled-owned, businesses in the management and operation of the Lloyd Hall Cafe, including the commitments in the S & C Form.

“**Event**” means a rental or use of any or all of the Rental Facilities for a meeting, party, or other occasion, whether public or private.

“**Executive Director**” means the Executive Director of the Fairmount Park system, an official in the City of Philadelphia Department of Parks and Recreation.

“**Fairmount Park System**” means all the parks and facilities formerly under the jurisdiction of the Fairmount Park Commission that, as of the date of this Concession Agreement, are under the jurisdiction of the Department of Parks and Recreation

“**Off-Site Catering**” means Concessionaire’s catering of events at facilities other than the Rental Facilities.

**“Off-Site Catering and Wholesale Food Sales Gross Revenue”** means all payments, fees, charges and other payments, however characterized, that Concessionaire receives in connection with Off-Site Catering and from Wholesale Food Sales.

**“On-Site Catering”** means the Concessionaire’s provision of catering services for an Event at the Lloyd Hall Rental Facilities.

**“Proposal”** has the meaning assigned to it in the RFP, as amended by Concessionaire before the date of this Concession Agreement, and as amended by this Concession Agreement.

**“Rental Facilities”** has the meaning assigned to it in Section 3.10 of the RFP but also includes the Indoor Dining Room.

**“Retail Sales”** means Concessionaire’s sales of food, beverages, and merchandise to patrons of the Café.

**“RFP”** means the RFP, as amended by Addendum # 1 to it, and as amended by this Concession Agreement.

**“S & C Form”** has the meaning assigned to it in Section 6.5 of the RFP.

**“Subcontractor”** and **“Subcontractors”** mean each and every business that the Concessionaire hires to provide service, supplies, or materials in connection with Concessionaire’s obligations under the Concession Documents.

**“Third Party Service Provider”** means a person or firm that provides goods or services for an Event. For example, without limitation, “Third Party Service Provider” includes a florist, band, security firm, and valet parking operator hired by an Event host or sponsor, or hired by the Concessionaire on behalf of the Event host or sponsor, to provide goods or services specifically for the Event.

**“Wholesale Food Sales”** means Concessionaire’s sales to, or delivery of, food and beverages to persons or organizations at sites other than the Café.

**1.02. Exhibits.** This Concession Agreement includes the following Exhibits:

- Exhibit A: RFP and Addendum #1
- Exhibit B: Concessionaire’s Proposal
- Exhibit C: Concessionaire’s Proposal Revisions – Form B [Concession Fee]
- Exhibit D: Concessionaire’s Proposal Revisions – Pro Forma
- Exhibit E: User Agreement Form
- Exhibit F: Slavery Era Disclosure Affidavit

**ARTICLE 2**  
**LICENSE**

**2.01. License.** Starting on the Commencement Date, the City gives Concessionaire a License to manage and operate the Lloyd Hall Café in accordance with this Concession Agreement. The License is subject to the provisions of this Concession Agreement and the other Concession Documents. The License is exclusive and non-assignable. The License is effective only during the Initial Term and any Renewal Term.

**2.02. Conditions of Exercise of License.** Without limiting the effectiveness of Section 4.8 of the RFP, Concessionaire's exercise of the License is subject to the "AS IS" condition of the Cafe, including all defects latent and patent. The City makes no representation or warranty, express or implied, in fact or in law, regarding the nature, condition or usability of the Cafe or its compliance with Applicable Laws.

**2.03. Ownership and Interests in the Café.** Lloyd Hall, including the Café, is owned by the City. The Concession Documents do not grant or convey any title, leasehold, or other interest in the Cafe to the Concessionaire. This Concession Agreement and the other Concession Documents give Concessionaire a mere license to manage and operate the Cafe, subject to the provisions of this Concession Agreement and the other Concession Documents.

**2.04. No City Financial Commitment.** Despite the other provisions of this Concession Agreement, **this Concession Agreement and the other Concession Documents do not obligate the City to appropriate or spend money at any time or for any reason.**

**ARTICLE 3**  
**EFFECTIVENESS OF RFP; EXPRESS AMENDMENTS TO RFP**

**3.01. RFP Effectiveness; Award of Concession Agreement.** Subject to Section 10.01, the Concessionaire is bound by the terms and conditions of the RFP in all respects and shall comply with all the obligations, limitations, and conditions imposed on the Concessionaire's exercise of the License under the RFP.

**3.02. Express Changes to RFP.**

**1. Commencement Date.** Despite Section 3.1 of the RFP and Section 7.3 of the RFP, the Commencement Date of this Concession Agreement is the date set forth in the preamble to this Concession Agreement.

**2. Concession Agreement Term.** RFP Section 3.1 is deleted in its entirety. Revised Section 3.1 of the RFP as set forth in Addendum #1, Part 1, Section 1.2, is deleted in its entirety. The following provision governs the Initial Term, Renewal Terms, Term, and procedures for renewal of this Concession Agreement:

1. Term of the Concession Agreement

The “**Initial Term**” of the Concession Agreement starts on the Commencement Date and expires at 5:00 p.m. the day before the 1<sup>st</sup> anniversary of the Commencement Date. The City, in its sole discretion, may renew the Concession Agreement for up to three one-year periods (each one-year period a “**Renewal Term**”). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City’s desire to renew the agreement (“**Renewal Notice**”) at least 60 days before expiration of the Initial Term or then-current Renewal Term, as the case may be. In the Concession Agreement and the RFP, “**Term**” means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and the RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the “**Concession Agreement Ending Date.**”

2. Multi-Year Term. Despite Section 3.01.1 above, if City Council passes an ordinance that becomes law and which authorizes this Concession Agreement to have an Initial Term of five years and a Renewal Term of five years, then

A. the Initial Term automatically converts to a five-year period that expires the day before the fifth anniversary of the Commencement Date,

B. the Renewal Term automatically converts to a five-year period, and

C. the other provisions of Section 3.01.1 above will remain unchanged.

**ARTICLE 4**

**CONCESSIONAIRE’S PROPOSAL AND COVENANTS**

**4.01. Catering Fees; Payments Under Concession Agreement.**

1. Despite Section 6.9.1 of the RFP and Form C of the RFP, each month during the Term Concessionaire shall pay Concession Fees to the City equal to:

the \$1,300 (the MAG)

**plus**

the percentage of Concessionaire’s Cafe Gross Revenues, based on the dollar thresholds and percentages listed in Concessionaire’s amended Concession Fee proposal set forth in Exhibit C (in Concessionaire’s proposal, Café Gross Revenue is called “Café Revenue”)

plus

2% of Concessionaire's Off-Site Catering and Wholesale Food Sales Gross Revenue (in Concessionaire's Proposal, Off-Site Catering and Wholesale Food Sales Gross Revenue is called "Outside Business").

2. Subject to Section 4.09 below, the last sentence of Section 3.21.1 of the RFP is amended to read as follows:

Concessionaire shall pay the Concession Fee by check made payable to the "City of Philadelphia" and shall deliver the check to the Executive Director at the following address:

Executive Director  
Fairmount Park System  
Philadelphia Department of Parks and Recreation  
One Parkway Building – 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102

3. All other payments that the Concessionaire is required to make to the City under the Concession Documents, the manner of which is not otherwise specifically provided for in the Concession Documents, the Concessionaire (A) shall make by check made payable to the "City of Philadelphia", (B) shall deliver the payment to the Executive Director at the address provided in 4.01.2 above, and (C) shall deliver the check within 30 days following the date the payment becomes payable.

**4.02. Concession Fee Payments.** Concessionaire shall pay the Concession Fee in accordance with Section 3.21 of the RFP, except as that provision of the RFP is expressly amended by this Concession Agreement, and subject to Section 4.09 below. Concessionaire shall include in its monthly Accounting Report a detailed income statement of its Café Gross Revenues and Offsite Catering and Wholesale Food Sales Gross Revenues upon which it bases the Catering Fee portion of the Concession Fee payment.

**4.03. Capital Improvements.** Concessionaire shall perform the improvements to the Café set forth in Concessionaire's Facility Improvement Plan in its Proposal, and shall complete the improvements according to the schedule in its Facility Improvement Plan.

**4.04.** [Intentionally omitted.]

**4.05. Operational Plan.** Concessionaire shall strictly comply with its Operational Plan in its Proposal and, if the City renews this Concession Agreement, Concessionaire shall strictly comply with its Annual Operational Plan.

**4.06. Marketing Minimum Annual Dollars.** As set forth on page 11 of Concessionaire's Proposal, Concessionaire shall spend approximately \$35,000 for marketing the Café during its fiscal year 2011.

**4.07. No Confidential Information; No Objections.** Concessionaire did not identify any page of its Proposal as containing "Confidential Proprietary Information." Concessionaire did not submit any objections to the RFP with its Proposal.

**4.08. Concessionaire's Place of Business.** As of the Commencement Date, Concessionaire's principal place of business is the Chestnut Hill Farmer's Market. Concessionaire shall move its principal business operations, including its Off-Site Catering and Wholesale Food Sales operations, to the Café as soon as reasonably practical after the Commencement Date, but in no event later than September 1, 2011. After moving its principal business operations to the Café, Concessionaire shall operate exclusively from the Café.

**4.09. Concession Fee Payments To Parks and Recreation Program Fund.** If Philadelphia City Council passes an ordinance which authorizes the Department of Finance to establish a fund in which to directly deposit payments to the City from concession operations in or on Park and Recreation facilities, and to expend those funds to support Parks and Recreation programs and facilities, then upon the ordinance becoming law,

1. Section 4.01.2 above is void,

2. Concessionaire shall make its Concession Fee checks payable to "**City of Philadelphia – Parks and Recreation Program Fund,**"

and

3. Concessionaire shall deliver its Concession Fee checks to the Executive Director of the Conservancy at the following address:

Fairmount Park Conservancy  
One Penn Center - Suite 1670  
1617 JFK Boulevard  
Philadelphia, PA 19103

**ARTICLE 5**  
**MAINTENANCE AND REPAIR; CAPITAL IMPROVEMENTS; EQUIPMENT**

**5.01. City Maintenance and Repair, Capital Improvements, and Equipment.**

1. Subject to available appropriation of funds by City Council, the City shall maintain and repair facilities in the Fairmount Park System, including Lloyd Hall, in accordance with the City's standard operations and procedures for the Fairmount Park System; except, however, (1) to the extent maintenance and repair is assumed by the Concessionaire under the Concession Documents, and (2) also to the extent the Café is damaged by the Concessionaire, its Contractors, Event hosts or sponsors or their guests and invitees.

2. The City makes no representation or warranty regarding City Council's appropriation of funds for the maintenance or repair of facilities in the Fairmount Park System, including Lloyd Hall, whether for operating or capital purposes.

3. The City in its sole discretion may make some of its equipment, furniture, and supplies available for the Concessionaire to use in connection with Concessionaire's management and operation of the Café.

**5.02. Concessionaire's Maintenance and Repair; Use of City Equipment.**

1. The Concessionaire shall promptly repair all damage to the Café or to other parts of Lloyd Hall caused by the Concessionaire or its Subcontractors, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of its License. Concessionaire's obligation to repair the Cafe is subject to

Section 3.5 of the RFP regarding "Equipment for Event Planning and Catering; Maintenance and Repair,"

Section 3.17 of the RFP regarding "Alterations to Lloyd Hall," and

Section 6.10 of the RFP regarding Concessionaire's "Facility Improvement Plan; Renewal Term Facility Improvement Plan."

2. If the Concessionaire uses any equipment, furniture, or supplies provided by the City, then the Concessionaire shall maintain that equipment, furniture, and supplies, and shall promptly repair or replace all the City's equipment, furniture, and supplies that are damaged or destroyed by Concessionaire or its Subcontractors, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of its License. The Concessionaire shall not use any of the City's equipment, furniture, or supplies in the Café unless expressly permitted in advance and in writing by the Commissioner of Parks and Recreation. The City has approved Concessionaire's



use of City equipment listed in Section 3.5.2 of the RFP, but the City does not make any representation or warranty about the condition or usability of that equipment.

**ARTICLE 6**  
**OVERSIGHT OF CONCESSION**

**6.01. Conservancy Contract.** Despite Section 1.4.2 of the RFP, as of the Commencement Date, the City has not entered into a contract with the Fairmount Park Conservancy under which the Conservancy would oversee the Concession. Therefore, subject to Section 6.01.4 below:

1. Wherever the RFP requires the Concessionaire to provide or deliver information or a report or other document to the Fairmount Park Conservancy, or to both the Conservancy and the City, the Concessionaire shall instead provide or deliver the information, report, or other document to the Executive Director at the address provided for the Executive Director in Section 4.01.2 above.

2. Wherever the RFP provides that the City will work with the Concessionaire through the Fairmount Park Conservancy, or that the Concessionaire shall work with the Conservancy, the Concessionaire shall instead work directly with the Executive Director or another official in the Department who is designated by the Executive Director.

3. Wherever the RFP provides that the Concessionaire must obtain the approval of the Conservancy, or of both the Conservancy and the City, the Concessionaire instead must obtain the approval of only the City.

4. **If** (1) Philadelphia City Council passes an ordinance which

(A) authorizes the Department of Finance to establish a fund in which to directly deposit payments to the City from concession operations in or on Park and Recreation facilities,

(B) authorizes the Department of Finance to expend those funds to support Parks and Recreation programs and facilities, and

(C) becomes law,

**and if** (2) the City enters into the Conservancy Contract with the Conservancy as contemplated in Section 1.4.2 of the RFP as originally issued,

**then** (3) the Executive Director will notify the Concessionaire in writing that the City and Conservancy have completed the Conservancy Contract,

and (4) upon receipt of the Executive Director's notice the Concessionaire shall comply with all the provisions of the RFP as originally issued regarding the Conservancy, including but not limited to (X) Concessionaire's submission or delivery of information, reports or other documents to the Conservancy, (Y) Concessionaire's working with the Conservancy and responding to the Conservancy's requests, and (Z) Concessionaire obtaining the approval of the Conservancy.

**6.02. Concessionaire Contact Person.** Concessionaire's employee who will be readily available by telephone to discuss with City officials matters that may arise under the Concession Documents, and that person's contact information, is the following:

Peg A. Botto, President  
Cosmic Catering, LLC  
219 East 5<sup>th</sup> Avenue  
Conshohocken, PA 19428  
Telephone number: 215-753-1991 or 610-324-5256  
E-Mail: peg@cosmicfoods.com

**ARTICLE 7**  
**CONCESSIONAIRE'S REPRESENTATIONS AND WARRANTIES**

**7.01. Representations and Warranties.** Concessionaire represents and warrants the following:

1. The information provided by Concessionaire in its Proposal is true and correct.

2. Concessionaire's execution of this Concession Agreement, and Concessionaire's compliance with all the provisions of the Concession Documents, does not violate Concessionaire's organizational documents or any other contract to which Concessionaire is a party.

3. The person signing this Concession Agreement on behalf of Concessionaire is duly authorized to do so in accordance with Concessionaire's organizational documents, by laws, or agreement, as the case may be.

4. Concessionaire is not subject to any agreement, claim, or litigation that restricts or impairs Concessionaire's ability to execute this Concession Agreement or to fully perform all its obligations under the Concession Documents.

5. Concessionaire is a Pennsylvania limited liability company, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania.

6. Concessionaire intends to sell its current business location and equipment located at the Chestnut Hill Farmers Market and to operate its business exclusively from the Café.

**ARTICLE 8**  
**STANDARD CITY PROVISIONS**

**8.01. 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.

**8.02. 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.

**8.03. Slavery Era Disclosure.** Immediately following execution of this Concession Agreement, Concessionaire shall complete the affidavit set forth in **Exhibit D** disclosing whether Concessionaire or any predecessor company invested in or received profits from slavery or slaveholder insurance policies during the slavery era of the United States before 1865.

**ARTICLE 9**  
**SURVIVAL OF OBLIGATIONS AFTER CONCESSION AGREEMENT ENDING DATE**

**9.01. Concession Fees, Maintenance and Repair, Reports For Event Catering During the Term.** During the Term, Concessionaire may book Events in the Rental Facilities for Events for which the deadline for Concessionaire to pay the Concession Fee, provide a monthly Accounting Report, and provide annual financial information, may occur after the Concession Agreement Ending Date. Therefore, with respect to Concessionaire's catering of Events in any of the Rental Facilities during the Term,

Concessionaire's obligations to pay the Concession Fee, to maintain and repair the Cafe, to provide monthly Accounting Reports, to provide annual financial information, and all of Concessionaire's other obligations under the Concession Documents, each survive the Concession Agreement Ending Date.

**9.02. Concession Fees, Maintenance and Repair, Reports For Events After the Concession Agreement Ending Date.**

1. Under Section 3.10.7 of the RFP, during the Term of the Concession Agreement the Concessionaire may book Events to occur on dates up to six months after the end of the Term and Concessionaire may cater those Events, but Concessionaire is fully responsible for all those Events.

2. Therefore, with respect to Events at the Cafe that Concessionaire books during the Term but which occur after the Concession Agreement Ending Date, Concessionaire's obligations to pay the Concession Fee, to maintain and repair the Cafe, to provide monthly Accounting Reports, to provide annual financial information, to indemnify, defend, and hold harmless the City and Conservancy, and Concessionaire's other obligations under the Concession Documents regarding Events at the Horticulture, each survive the Concession Agreement Ending Date.

**9.03. Conditions Precedent For Events After the Concession Agreement Ending Date.** Concessionaire's right to host and cater Events at the Café after the Concession Agreement Ending Date which Concessionaire booked during the Term, is strictly subject to the following conditions precedent:

1. Concessionaire must not be in default of any provision of the Concession Documents.

2. Concessionaire must obtain and maintain all the types and amounts of insurance required under **Appendix 7** to the RFP, and Concessionaire must cause each Subcontractor to obtain and maintain the types and amounts of insurance applicable to that Subcontractor under **Appendix 7** to the RFP.

3. Before each Event, Concessionaire must cause its insurer to provide to the City of Philadelphia Risk Manager, at the address listed in RFP **Appendix 7**, Part 3.A.xi, a certificate (or certificates) of insurance showing the required coverages, and Concessionaire must cause each Subcontractor working at the Cafe in connection with the Event to provide to the Risk Manager a certificate of insurance showing that the Subcontractor has the required types and amounts of insurance.

**ARTICLE 10**  
**GENERAL PROVISIONS**

**10.01. Concession Documents: Order of Precedence.**

1. In the event of a conflict between the Concessionaire's Proposal and the RFP, the RFP controls, except for those amendments this Concession Agreement makes to the Proposal.

2. In the event of a conflict between the RFP and this Concession Agreement, this Concession Agreement controls, including the amendments this Concession Agreement makes to the RFP.

3. In the event of a conflict between Concessionaire's Proposal and this Concession Agreement, this Concession Agreement controls, including the amendments this Concession Agreement makes to the Proposal.

**10.02. Compliance With Applicable Laws.** Without limiting the effectiveness of Section 4.10 of the RFP, in its exercise of the License, Concessionaire shall comply with all Applicable Laws.

**10.03. Integration Clause.** The Concession Documents are the final, complete, and exclusive agreement between the City and Concessionaire regarding the Concession. All prior negotiations and agreements between the City and Concessionaire are superseded by the Contract Documents.

**10.04. Interpretation.**

1. Except as expressly provided otherwise in this Concession Agreement, all references in this Concession Agreement to articles, sections, subsections, and exhibits are references to the articles, sections, subsections, and exhibits of this Concession Agreement.

2. Whenever the word "include," "includes," or "including" is used in this Concession Agreement, it means "including but not limited to"; except if this Concession Agreement expressly provides otherwise.

3. The article and section headings in the Concession Agreement are for convenience only and do not govern the meaning of the substantive provisions of this Concession Agreement.

4. The rule of interpreting a contract against the drafter of the contract does not apply to interpretation of this Concession Agreement and the Concession Documents.

**10.05. Controlling Law; Venue.** This Concession Agreement and the Concession Documents are governed by, and are to be construed in accordance with, the laws of the Commonwealth of Pennsylvania.

**10.06. Notice.**

1. To be effective, all notices, consents and other communications which are required or which may be given under this Concession Agreement must be given in writing, delivered to the address specified below, and sent by (1) pre-paid certified mail with return receipt requested, or (2) overnight or courier service with delivery receipt obtained.

If to the City:            Commissioner  
City of Philadelphia Department of Parks and Recreation  
One Parkway Building – 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102

and:                            Commissioner  
City of Philadelphia Procurement Department  
Municipal Services Building – 1<sup>st</sup> Floor  
1401 JFK Boulevard  
Philadelphia, PA 19102

with a copy to:            Divisional Deputy City Solicitor  
Real Estate and Economic Development  
One Parkway Building – 17<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102

and a copy to:            Executive Director  
Fairmount Park Conservancy  
One Penn Center  
Suite 1670  
1617 JFK Boulevard  
Philadelphia, PA 19103

If to Concessionaire: Peg A. Botto, President  
Cosmic Catering, LLC  
219 East 5<sup>th</sup> Avenue  
Conshohocken, PA 19428

with a copy to:            Gary R. Egoille, Esquire  
Egoille & Associates  
630 West Main Street  
Lansdale, PA 19446-2012

2. Notice given in accordance with the requirements set forth above in this Section 10.06.1 is deemed delivered upon receipt or upon refusal to accept receipt.

3. The City or Concessionaire may change the person or address to which notice is to be given under this Concession Agreement by providing notice to the other party in accordance with Section 10.06.1.

**10.07. No Assignment.** Without limiting the effectiveness of Section 4.18 of the RFP, Concessionaire shall not assign its rights or delegate its performance under the Concession Documents. For purposes of the Concession Documents, an assignment includes a change of control of Concessionaire by agreement or operation of law. Any assignment in violation of this Section 10.07 is void. This Section 10.07 does not limit Concessionaire's right to enter into Subcontracts in accordance with Section 3.13 of the RFP.

**10.08. Binding Effect; No Third Party Beneficiaries.**

1. Without limiting the effectiveness of Section 10.07, this Concession Agreement and the other Concession Documents are binding upon, and inure to the benefit of, the City and Concessionaire and their respective successors and assigns.

2. There are no third party beneficiaries of this Concession Agreement.

**10.09. No Amendments.** The Concession Documents 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 Concessionaire.

**10.10. Counterparts.** This Concession Agreement may be executed in one or more copies, each of which is an original and all of which together are a single agreement.

*[Remainder of page intentionally left blank. Signature page follows.]*

AS EVIDENCE OF THEIR AGREEMENT TO ALL THE PROVISIONS SET FORTH ABOVE, the City and Concessionaire have caused this Concession Agreement to be executed and delivered by their duly authorized officials and officers as of the date stated in the Preamble.

Approved as to form:  
Shelley R. Smith, City Solicitor

**CITY OF PHILADELPHIA:  
Department of Parks and Recreation**

Per: Lawrence K. Copeland  
Lawrence K. Copeland  
Senior Attorney  
City of Philadelphia Law Department

By: Mark A. Focht  
Mark A. Focht  
Executive Director  
Fairmount Park System

**Procurement Department**

By: Hugh Ortman  
Hugh Ortman  
Commissioner

**CONCESSIONAIRE:  
Cosmic Catering, LLC**

By: Peg A. Botto  
Peg A. Botto, President



# EXHIBIT A

# **EXHIBIT A**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**RFP (including Addendum #1)**



**REQUEST FOR PROPOSALS #C-101-11**

**For the Management and Operation of the Lloyd Hall Café**

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Issued By:

The City of Philadelphia

Philadelphia Parks & Recreation  
Michael DiBerardinis, Commissioner

&

Procurement Department  
Hugh Ortman, Commissioner

**Mandatory Pre-Proposal Meeting & Tour of Lloyd Hall:**

**August 3, 2010, 10:00 a.m.**

Lloyd Hall

1 Boathouse Row

Philadelphia, PA 19130

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**SEALED PROPOSALS WILL BE RECEIVED UNTIL AUGUST 27, 2010  
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")**

**AT**

**MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A,  
PHILADELPHIA, PA 19102**

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

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Questions regarding this Request for Proposals must be submitted in writing before  
**August 10, 2010 at 5:00 p.m. local time ("Deadline for Questions")**

and directed to

Marc Wilken, Park Concessions Manager

Philadelphia Parks & Recreation,

One Parkway Building – 10<sup>th</sup> Floor, 1515 Arch Street, Philadelphia, PA 19102

or by e-mail at [Marc.Wilken@phila.gov](mailto:Marc.Wilken@phila.gov) or by fax to 215-683-0205

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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Background**

1.1.1 The City of Philadelphia (“City”) owns “Lloyd Hall”, located at 1 Boathouse Row, Philadelphia, PA 19130. Lloyd Hall is operated by Philadelphia Parks & Recreation (“Department”). Lloyd Hall is part of Philadelphia’s famous Boathouse Row on Kelly Drive along the Schuylkill River. The Department is the legal successor to the Fairmount Park Commission. The chief official of the Department is the Commissioner of Parks & Recreation (the “Commissioner”). Department staff are stationed at Lloyd Hall to manage and operate the facility and recreation programs.

1.1.2 Lloyd Hall is a multi-purpose facility. It includes recreational space and also an indoor-outdoor café (“Café”). Lloyd Hall is a destination facility and is actively used by park users for recreational activities and as a place to rest and refresh.

### **1.2 Purpose of this Request for Proposals**

This Request for Proposals (“RFP”) is being issued by the City. The City is requesting Proposals from all individuals and firms that would like to manage and operate the Café. By issuing this RFP and entering into a concession agreement for management and operation of the Café, the City hopes to provide an important amenity for park users and to generate revenue to reinvest in Lloyd Hall and the Fairmount Park system.

### **1.3 Respondents to this RFP; the Concession Agreement and Concessionaire**

Each firm or individual that submits a proposal in response to this RFP (a “Proposal”) will be considered a “Respondent.” The City intends to enter into negotiations for a written contract (the “Concession Agreement”) with the Respondent who meets the City’s objectives and selection criteria set forth in this RFP. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the “Concessionaire” under the Concession Agreement. The Concession Agreement will give the Concessionaire an exclusive right (the “License” or “Concession”) to operate and manage the Café and to exercise the rights and perform the duties described in this RFP and the Concession Agreement.

### **1.4 Proposed Concession Summary**

1.4.1 The Concessionaire will have complete responsibility for management and operation of the Café. The responsibilities of the Concessionaire will include, but are not limited to, those set forth

in this RFP in Section 3 and Section 4 and those set forth in the Concession Agreement. In consideration of the license granted to the Concessionaire under the Concession Agreement, the Concessionaire shall pay the City a Concession Fee as explained below in Section 3.21 and Section 6.8 of this RFP. As more fully explained below, each Respondent's Proposal must describe, at a minimum, the management and operating practices, personnel requirements and reporting procedures that it would employ in managing and operating the Café. The Respondent's Proposal must also include the Respondent's plan to market the Café and enhance the Café's revenue opportunities.

1.4.2 The City intends to enter into a professional services agreement with the Fairmount Park Conservancy (the "Conservancy"). The Conservancy is a nonprofit corporation founded in 2001 by the former Fairmount Park Commission to support the Fairmount Park system. Under the terms of the City's agreement with the Conservancy (the "Conservancy Contract"), the Conservancy will oversee the Concession. The City and the Conservancy will execute the Conservancy Contract on or before the commencement date of the Concession Agreement.

1.4.3 The Executive Director of the Conservancy is Katrina Wilhelm. The Conservancy's address and contact information is:

Fairmount Park Conservancy  
One Penn Center - Suite 1670  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone Number: 215-988-9334  
Fax Number: 215-988-9335

## 1.5 Respondent Qualifications

As more fully detailed below, each Respondent must demonstrate substantial experience in managing and operating a café and the financial capacity to operate and manage the Café at the highest level.

## 1.6 Mandatory Pre-Proposal Meeting and Tour of Lloyd Hall

1.6.1 A "Mandatory Pre-Proposal Meeting and Tour" will be held on the date and time, and at the location, stated on the cover page of this RFP. The purpose of the Mandatory Pre-Proposal Meeting and Tour is to review the requirements contained in this RFP and receive questions that potential Respondents may have. All potential Respondents are required to RSVP to the Project Manager (defined in Section 1.7 below) regarding their attendance at the Pre-Proposal Meeting.



- 1.6.2 As part of the Mandatory Pre-Proposal Meeting and Tour, City staff will conduct a tour of the Café and all of Lloyd Hall.
- 1.6.3 The City will not consider the Proposal of any Respondent that did not attend the Mandatory Pre-Proposal Meeting and Tour.

**1.7 Project Manager; Questions about this RFP**

- 1.7.1 The “Project Manager” for this RFP is Marc Wilken, Park Concessions Manager, Philadelphia Parks & Recreation. The Project Manager can be reached by the following means:

Email: [marc.wilken@phila.gov](mailto:marc.wilken@phila.gov)  
Fax: 215-683-0232  
Mail: One Parkway Building – 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102

Questions concerning this RFP, including any questions concerning the Concession Agreement, may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by e-mail, fax or letter, no later than the Deadline for Questions stated on the cover page of this RFP. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received after the Deadline for Questions.

- 1.7.2. The City will answer all questions asked at the Pre-Proposal Meeting or timely submitted to the City, and which the City in its sole discretion determines concern a material element of the proposal process or Concession Agreement. The City will provide its answers in writing by an addendum to this RFP prior to the Deadline for Submitting Proposals; and the City will post its answers on the following website: <http://www.phila.gov/rfp/>. The City is not bound by any oral response made by any City employee to any questions.
- 1.7.3 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/rfp/> before submitting a Proposal to verify that they have reviewed all the addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

**1.8 Review Entire RFP Carefully; RFP Will Be Part of Concession Agreement**

All Respondents are encouraged to carefully read this entire RFP and its attachments before the Pre-Proposal Meeting and before submitting a Proposal.

This RFP will become part of the Concession Agreement.

**1.9 No Obligation on City to Execute a Concession Agreement**

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

**1.10 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 Project Manager by e-mail, fax, or letter at the address for the Project Manager provided in Section 1.7.1.

**1.11 Public Disclosure**

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

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

The City has provided information and data in this RFP to help potential Respondents understand Lloyd Hall, the Café, the purpose of this RFP and the Concession Agreement, and to help each Respondent prepare a Proposal. The City believes the information and data in this RFP are reliable, but the City does not represent or warrant that the information or data is accurate. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about Lloyd Hall, the Café, this RFP, the Concession Agreement, or their Proposal.

**1.13 Provisions of RFP Become Part of Concession Agreement**

The contractual provisions set forth in Section 3 and Section 4 and related Appendices of this RFP will not be negotiated or modified, unless modified in writing by the City, in its sole discretion, before the Deadline for Submitting Proposals. If a Respondent is selected as the Concessionaire, the provisions of Section 3 and Section 4 of this RFP and their corresponding Appendices will bind the Respondent as the Concessionaire. Therefore, potential Respondents are strongly

encouraged to pay careful attention to the provisions of Section 3 and Section 4 of this RFP and their corresponding Appendices because they will become obligations of the Concessionaire under the Concession Agreement.

## **SECTION 2 – DESCRIPTION OF LLOYD HALL**

### **2.1 Location and Access**

Lloyd Hall is located at #1 Boathouse Row on Kelly Drive in close proximity to the Philadelphia Museum of Art, the Fairmount Water Works, and the Azalea Garden. Lloyd Hall is an active community recreation center; it is used by many local groups for league and free sports and community meetings. Views of Lloyd Hall are attached to this RFP at Appendix 1.

### **2.2 Features: Setting, Amenities, Parking, Landscape Improvements**

2.2.1 Lloyd Hall is located in an iconic park setting at the convergence of the Schuylkill River recreation trail connections, at the head of Boathouse Row, and at the gateway to the City's museum district on the Benjamin Franklin Parkway. The Philadelphia Museum of Art alone attracts nearly 1 million visitors each year.<sup>1</sup> Approximately 9,200 residents live within walking distance of Lloyd Hall.<sup>2</sup> Thousands of walkers, joggers, rollerbladers, and cyclists use the recreation path in front of Lloyd Hall each day.

2.2.2 The first floor of Lloyd Hall includes a lobby, gymnasium, indoor dining room, and the kitchen ("Kitchen") which serves the Café. Outside the first floor, on the west side of the building, is a spacious patio overlooking the Schuylkill River. The kitchen contains a walk-up window and service counter (the "Walk Up Window") that opens to the patio. On the north side of the building is a plaza that is heavily used as a resting spot by park users and, on many weekends, by roller-skate dancers and the spectators who watch them. Also on the first floor, accessible by separate entrances on the north side of the building, are public restrooms for park users. The second floor of Lloyd Hall includes a room which can be used for multiple purposes ("Multi-Purpose Room"), which opens onto a large deck ("Deck") with a dramatic view of the river.

2.2.3 Adjacent to Lloyd Hall is a 110-space parking lot. The lot is open every day from 6:00 A.M. to 10:00 P.M. Drivers may park in the lot for free for up to two hours. Across Kelly Drive from Lloyd Hall is Sedgeley Drive,

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<sup>1</sup> See <http://www.philamuseum.org/visit/>

<sup>2</sup> This estimate is based on 2000 United States Census Data. Please see Appendix 2 for additional supporting information.

which provides additional on-street parking for park users.

2.2.4 The City plans to make extensive improvements to the park and recreation path in the immediate vicinity of Lloyd Hall. The work will include restoration of the Italian Fountain and its adjoining landscape .

2.2.5 In addition, facing a portion of Lloyd Hall from the Schuylkill River is an island covered by mature trees and other vegetation. The City intends to construct a bridge to the island to enable park users to access a portion of the island. The City also intends to construct a boardwalk and observation decks around a portion of the island for park users to tour the island, observe the plant life and birds, and enjoy views of the river. Although the City has obtained preliminary designs for a bridge and boardwalk, it does not have a specific timeline for completing this project.

### **2.3 Previous Activity at Lloyd Hall**

#### **2.3.1 Prior Use as a Café**

The Café was operated as a full service café between 1999 and 2004. In more recent years, an operator has provided a limited menu of packaged goods, cold beverages, and ice cream bars during the spring and summer season. Prior concessionaires served a variety of foods and beverages, including, but not limited to:

- hot and cold sandwiches;
- burgers, hot dogs, salads, French fries, pretzels, and nachos;
- packaged goods such as ice cream bars, potato chips, nutritional bars and candy; and
- fountain and bottled beverages such as water, soda, and sports drinks.

#### **2.3.2 Contracted Events**

From 1999 to 2004, former Café operators hosted and served approximately eight special events per year using the patio.

#### **2.3.3 Use of Multi-Purpose Room**

In 2009, approximately 80 meetings were held in the Multi -Purpose Room, 70 of which were held on weekdays. The majority of the meetings took place between the hours of 5:00 P.M. and 10:00 P.M..

## 2.4 Activity Levels: Lloyd Hall, Kelly Drive and Art Museum Area

### 2.4.1 Lloyd Hall

2.4.1.1 A schedule for league and free sports at the Lloyd Hall gymnasium through March 2010 is attached to this RFP as **Appendix 3**. In July and August of each year, Lloyd Hall hosts the Fairmount Park Rowing Camp for youth ages 13 to 17. Participants are selected by camp staff to be trained for the nationally renowned Thomas Eakins Head of the Schuylkill Regatta, which is held each year in late October. In addition, Philadelphia City Rowing, which conducts rowing programs for public high school students, began operating at Lloyd Hall this summer.

2.4.1.2 In 2009, the second floor Multi-Purpose Room and Deck were rented for 15 private events.

### 2.4.2 Special Events

Several public special events take place in the vicinity of Lloyd Hall each year. A list of events held in the vicinity of Lloyd Hall in 2009 is attached to this RFP in **Appendix 4**. During those events that are highlighted in yellow, a portion of Kelly Drive was closed, but vehicular access to Lloyd Hall was maintained via a short detour route through East Fairmount Park. Access to public parking at Lloyd Hall may be reduced during some highlighted special events. Future special events may similarly involve closure of Kelly Drive and affect public parking at Lloyd Hall.

### 2.4.3 Pedestrian and Bicycle Traffic

The Department measures pedestrian and bicycle traffic in the vicinity of Lloyd Hall using devices installed on the recreation path along Kelly Drive near Lloyd Hall and on the Schuylkill Banks recreation path. The recorded level of traffic for a 12-month period – over 900,000 park users – is attached to this RFP at **Appendix 5**.

### 2.4.4 Appendices are Provided for Informational Purposes

**Appendix 3, Appendix 4 and Appendix 5** are provided for informational purposes only. The City does not guarantee that the same level of activities will take place in the Fairmount Park system in the future.

## 2.5 Lloyd Hall Licensed Facilities

The License given to the Concessionaire under the Concession Agreement will apply to the Lloyd Hall facilities listed below, all of which are included in the Café. **Facilities listed in Section 2.5.2 are subject to the provisions set forth in Section 3.10 of this RFP.** Please see Appendix 6 for a floor plan of Lloyd Hall.

### 2.5.1 Facilities exclusively under the control and care of the Concessionaire

- The outdoor, upper tier Patio (“**Upper Patio**”), which is approximately 1200 square feet and can be used for outdoor dining, receptions, and events;
- The **Kitchen**, which is approximately 255 square feet and equipped with two sinks, a hood and fire suppression unit, and gas and electric rough-ins for kitchen cooking and refrigeration equipment;
- An air-conditioned first-floor dining room (“**Indoor Dining Room**”), which is approximately 355 square feet and offers direct views to Boathouse Row and the Schuylkill River;
- A first-floor storage room (“**Storage Room**”), which is approximately 221 square feet and is adjacent to the main entrance of Lloyd Hall;
- A food preparation and serving bar (“**Serving Bar**”) that is 160 square feet and accessible to the Multi Purpose Room and Deck by serving windows; and

### 2.5.2 Facilities of shared use between Concessionaire, Lloyd Hall staff and the public

- The outdoor, lower tier Patio (“**Lower Patio**”), which is approximately 900 square feet, which may be used for outdoor dining in conjunction with its active use as a public space.
- The second floor Multi-Purpose Room, which is approximately 460 square feet and affords an elevated view of the Schuylkill River and the Kelly Drive Recreation Path from the room and adjoining Deck;
- The Deck, which is approximately 1,010 square feet and affords a spectacular view of Boathouse Row and the Schuylkill River.

The Lower Patio, Multi-Purpose Room and Deck may be used as additional Café dining spaces if not booked for a community or City meeting or event.

## 2.6 Lloyd Hall Public Operations

Subject to available appropriation of funds by City Council, the City will maintain and repair Lloyd Hall in accordance with the City’s standard operations and

procedures for maintaining and repairing facilities in the Fairmount Park system; except, however, to the extent the Concessionaire is obligated to maintain and repair Lloyd Hall.

### **SECTION 3 – CONCESSION AGREEMENT: SPECIFIC PROVISIONS**

#### **3.1 Term of the Concession Agreement**

The “**Initial Term**” of the Concession Agreement will start on the date the City executes the Concession Agreement and all the conditions set forth in Section 7.3 of this RFP have been completely satisfied (the “**Commencement Date**”). The Initial Term expires at 5:00 p.m. the day before the 1<sup>st</sup> anniversary of the Commencement Date. The City, at its sole discretion, may renew the Concession Agreement for up to three one-year periods (each period a “**Renewal Term**”). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City’s desire to renew the agreement (“**Renewal Notice**”) at least 60 days before expiration of the Initial Term or then -current Renewal Term, as the case may be. In the Concession Agreement and this RFP, “**Term**” means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and this RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the “**Concession Agreement Ending Date.**”

#### **3.2 Use of Lloyd Hall: Uses Required, Uses Permitted, and Uses Prohibited**

- 3.2.1 The License given by the City to the Concessionaire under the Concession Agreement applies only to those areas and facilities of Lloyd Hall listed and described in Section 2.5 of this RFP.
- 3.2.2 The Concessionaire shall manage and operate all aspects of the Café, including but not limited to: food preparation and service, marketing, advertising, staffing, and maintenance of the licensed spaces and equipment.
- 3.2.3 The Concessionaire in good faith shall cooperate and communicate regularly with the Conservancy to ensure the successful operation of the Concession and the successful management and operation of the Café during public hours. The Concessionaire shall be considerate of the day-to-day operations and work of the Department staff at Lloyd Hall and the public’s use of Lloyd Hall.

#### **3.3 Operating Schedule; Lloyd Hall Public Hours**

- 3.3.1 The public operating hours for Lloyd Hall are as follows:

September through June

Monday through Friday: 2:00 p.m. to 10:00 p.m.  
Saturday and Sunday: 9:00 a.m. to 5:00 p.m.

July through August

Monday through Friday: 9:00 a.m. to 5:00 p.m.  
Saturday and Sunday: 9:00 a.m. to 5:00 p.m.

- 3.3.2 Provided below in Section 3.3.2.1 is a *suggested* Operating Schedule for the Café. The Respondent may suggest an alternative operating schedule. The Concessionaire is not required to align its operating schedule for the Café with the public operating hours at Lloyd Hall listed in Section 3.3.1 above.

From April 1st through October 31st:

Monday through Friday: 7:00 a.m. to 7:00 p.m.  
Saturday and Sunday: 8:00 a.m. to 8:00 p.m.

- 3.3.3 Once the City and Concessionaire have agreed on an Operating Schedule, the Concessionaire shall not change the Operating Schedule without obtaining the Conservancy's prior, written approval of the changes.
- 3.3.4 Despite the Operating Schedule, in the event of inclement weather, Concessionaire may open the Café later or close the Café earlier than the hours set forth in the Operating Schedule.

**3.4 Café Personnel**

- 3.4.1 Concessionaire shall employ and provide all personnel necessary and prudent for the safe, efficient, and successful management and operation of the Café.
- 3.4.2 Concessionaire shall cause its employees to conduct themselves at all times in a courteous and professional manner that reflects well upon Lloyd Hall, the Fairmount Park system, the Department and the City. Concessionaire shall train and supervise its employees and cause them to be well-groomed and neat. Concessionaire shall cause its employees to be outfitted in appropriate attire which clearly identifies them as Concessionaire's employees. The City may, in its sole reasonable discretion, require that the Concessionaire remove and replace any employee that does not meet the requirements of this Section 3.4.2.



### 3.5 Equipment for Café; Maintenance and Repair

3.5.1 The Concessionaire shall, at its sole cost and expense, install and provide all equipment, material, and supplies necessary for the safe, efficient and successful management and operation of the Café. Without limiting Concessionaire's obligation under the preceding sentence, Concessionaire shall provide all kitchen equipment, tables and chairs, patio furniture, serving utensils, glassware and plates, and other equipment, needed for the management and operation of the Café.

3.5.2 The City owns the equipment and fixtures at Lloyd Hall listed below. The Concessionaire may use some or all of this equipment and fixtures, and the Concessionaire shall maintain, repair, and replace the equipment and fixtures that Concessionaire does use:

#### 3.5.2.1 Kitchen and Dining Room Equipment and Fixtures

- Stainless steel exhaust hood and fire suppression system;
- Three-compartment sink with garbage disposal;
- Hand washing sink;
- Safe; and
- Two built-in food storage pantries.

#### 3.5.2.2 Patio and Dining Furniture

- Three (3) patio bar tables;
- Four (4) patio dining tables;
- 20 patio, dining chairs; and
- 34 patio bar chairs.

3.5.3 Concessionaire shall not make capital improvements or alterations to the Café or any part of Lloyd Hall, or install fixtures in the Café or any part of Lloyd Hall, without the prior written approval of the City and the Conservancy. Subject to the preceding sentence, not later than five days following the Concession Agreement Ending Date, the Concessionaire may remove fixtures that the Concessionaire has installed. The Concessionaire shall promptly repair all damages caused by its removal of its fixtures. Fixtures that the Concessionaire does not remove within five days following the Concession Agreement Ending Date (1) may be removed by the City and Concessionaire shall promptly pay the City's costs to remove them, or (2) shall become the property of the City. Concessionaire's obligations under this Section 3.5.3 survive the Concession Agreement Ending Date.

3.5.4 Concessionaire shall, at its sole cost and expense, maintain and operate

the Café in good and safe condition and in accordance with industry standards, including, but not limited to performing all necessary and prudent maintenance, repairs, and replacement of the equipment, materials, and supplies used by the Concessionaire. The Concessionaire shall be solely responsible for the maintenance and repair of the facilities listed in Section 2.5.1 of this RFP. The Concessionaire's responsibility for maintenance and repair of the facilities listed in Section 2.5.2 of this RFP extends to the Concessionaire's use of those facilities in connection with the operation of the Café for additional dining space and catered events or meetings.

- 3.5.5 At all times during the Term, the Concessionaire, at its sole cost and expense, shall promptly repair all damage to Lloyd Hall caused by the Concessionaire or its employees, agents, contractors, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of its License under the Concession Agreement.
- 3.5.6 At all times during the Term, the City is not required to provide any services, materials or equipment related to the Café.
- 3.5.7 On the Concession Agreement Ending Date, Concessionaire shall leave the Café in the same condition in which it was found immediately prior to the Commencement Date, except for reasonable wear and tear, casualty covered by the Concessionaire's insurance (with the City as loss payee), and any capital improvements that Concessionaire made and which were approved in writing in advance by the Commissioner.
- 3.5.8 All maintenance and repair of a capital nature required of the Concessionaire in this Section 3.5 is subject to the prior written approval of the Commissioner. Concessionaire shall promptly complete all maintenance and repair approved by the Commissioner.

### **3.6 Storage: Additional Space**

If Concessionaire needs more storage space than available in the Storage Room, Concessionaire shall arrange for off-site storage at Concessionaire's sole cost and expense.

### **3.7 Utilities**

- 3.7.1 The Café has been operated previously, and the City does not know of any reported problems or insufficiencies in utilities and utility services for the Café. Nevertheless, the City makes no representations or warranties regarding the adequacy of the utilities and utility service available for the Café. The Concessionaire shall, at its sole cost and expense, connect to and or upgrade any existing utility service, or create a new utility system,

as needed for Concessionaire's management and operations of the Café, 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 Concessionaire shall obtain all permits and approvals required by Applicable Laws and shall obtain the prior written approval of the Commissioner.

- 3.7.2 The Concessionaire shall promptly pay all charges and fees when and as they become due for all public utilities and utility service used at the Café, including but not limited to: gas, steam, heat, light, electricity, telephone, sewer rents, water meter and water charges. In addition, the Concessionaire shall, at its sole cost and expense, promptly pay all charges and fees when and as they become due for new conduits, cables, or other means of providing or improving utility services to the Café. Without limiting the requirements set forth above in this Section 3.7, the Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Concessionaire's failure to promptly pay all charges and fees imposed by any provider of utility service to the Café, or any installer of utility equipment at the Café.
- 3.7.3 The City is not required in any manner to provide or pay for utilities or utility service to the Café. The City is not liable for any interruption in utilities or utility service to the Café.
- 3.7.4 This Section 3.7 applies only to the Café listed in Section 2.5 of this RFP.

### 3.8 Marketing

- 3.8.1 Concessionaire shall use its best efforts to increase the Café business using all commercially reasonable means, including but not limited to marketing and publicizing the availability of the Café via the internet, newspaper ads, magazines and other means of communication. Concessionaire shall create and actively distribute printed materials that highlight the menu and price points for Café (collectively with other marketing and publicity activities, the "**Promotional Activities**").
- 3.8.2 At all times during the Term the Concessionaire shall include on its stationery letterhead and in all print, broadcast, and electronic publicity (including but not limited to the Concessionaire's website homepage), and advertising materials related to the Café Services, a prominent, easily legible statement that reads: "**Lloyd Hall Café is a Fairmount Park property operated by Philadelphia Parks & Recreation.**"
- 3.8.3 Concessionaire's Promotional Activities are subject to the Conservancy's prior written approval. Concessionaire may propose a plan for Promotional Activities and, if Concessionaire obtains the Conservancy's

approval of the plan, then as long as Concessionaire strictly complies with the approved plan Concessionaire does not need to obtain additional approval of its Promotional Activities from the Conservancy.

### **3.9 Outdoor Grilling**

The City believes that an outdoor grill menu and service would be successful at the Café. The Concessionaire may operate a grill on the Upper Patio but is not obligated to do so. If the Concessionaire chooses to operate a grill on the Upper Patio, then the Concessionaire, at its sole cost and expense, shall obtain all necessary licenses and permits to operate an outdoor grill and provide all the equipment and staff necessary for the successful operation of an outdoor grill.

### **3.10 Events; Administrative Requirements**

The primary function of the Concession is to provide quality Café food and beverage service to Park users. At the same time, however, as a way to supplement the Concessionaire's revenue from the Café, the Concessionaire may rent out the Multi-Purpose Room, Deck, Upper Patio and Lower Patio (collectively, the "**Rental Facilities**") and each individually a "**Rental Facility**") for special events, fundraising events, private parties, and other events, subject to the requirements described below:

3.10.1 Concessionaire may rent out the second floor Multi-Purpose Room during hours that it is not scheduled to be used by the public for community and charitable organization meetings. Scheduling of the Multi-Purpose Room for community and charitable organization meetings is administered by Lloyd Hall staff. Concessionaire shall check with Lloyd Hall staff regarding the availability of the Multi-Purpose Room to ensure there are no scheduling conflicts regarding use of the room.

3.10.1.1 Public use of the Multi-Purpose Room on Friday, Saturday and Sunday generally concludes no later than 3:00 P.M.

3.10.1.2 Concessionaire may offer each community and charitable organization using the Multi-Purpose Room the opportunity to have its meeting or event catered by the Concessionaire.

3.10.2 Concessionaire shall check with Lloyd Hall staff before renting the Rental Facilities, or any of them, for events on dates on which public parking may not be available because of certain annual events held at or in proximity to Lloyd Hall. The Concessionaire shall provide the Conservancy and Lloyd Hall staff with updated schedules of Concessionaire booked events on a frequent basis.

3.10.3 The City and Conservancy may use and or rent out (and retain the rental payments) the Rental Facilities, or any of them, before, during and after

the hours Lloyd Hall is open to the public. The City intends to limit that use to no more than five events in a calendar year. The Concessionaire shall check with Lloyd Hall staff to learn when the City or Conservancy have scheduled an event for the Rental Facilities, or any of them, and the City will endeavor to inform the Concessionaire at least 90 days before any event the City or Conservancy schedules at the Rental Facilities, or any of them.

3.10.4 The Concessionaire shall not rent any Rental Facility during any official City holiday without the prior written approval of the Conservancy.

3.10.5 Any rental by the Concessionaire in violation of any provision of Section 3.10.1 through Section 3.10.5 is void.

3.10.6 The following are the administrative requirements pertaining to events at Rental Facilities:

3.10.6.1 Responsiveness to the Public

Concessionaire shall accept and respond to public inquiries regarding the availability of the Rental Facilities for catered meetings and private parties. The Concessionaire shall refer community meeting inquiries to the Lloyd Hall staff.

3.10.6.2 Site Tours

Concessionaire shall provide site tours for prospective renters of any of the Rental Facilities in coordination with Lloyd Hall staff.

3.10.6.3 Bookings

Concessionaire shall accept, book and confirm all reservations in a timely manner and provide timely notification of each booked event to the Lloyd Hall staff and Conservancy as described in Sections 3.10.1 and 3.10.2.

3.10.6.4 Site User Concession Agreement

Concessionaire shall execute a site user Concession Agreement (“User Agreement”) with each renter of a Rental Facility to confirm the reservation. The Concessionaire must obtain the Conservancy’s approval of the form of the User Agreement. The Concessionaire may not amend or change the form of the User Agreement approved by Conservancy without its prior written approval.

**3.10.7 Events Booked Beyond the Initial Term or Any Renewal Term**

- 3.10.7.1 Concessionaire may book events beyond the end of the Initial Term of the Concession Agreement and, if it does, the Concessionaire shall cater or enter a sublicense agreement to cater those events and be fully responsible for them.
- 3.10.7.2 If the City renews the Concession Agreement for one or more Renewal Terms, the Concessionaire may book events beyond the end of each respective Renewal Term and, if it does, the Concessionaire shall cater or enter a sublicense agreement to cater those events and be fully responsible for them.
- 3.10.7.3 Despite the Concession Agreement Ending Date, the Concessionaire is solely responsible for fulfilling all its obligations under the contracts it signs with each of its clients, suppliers, and other third parties.

**3.11 Cleaning; Trash Collection; Recycling**

- 3.11.1 Concessionaire 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 Café. Clean-up may include but is not limited to: cleaning, sweeping and mopping or steam cleaning the Café at the closing each evening and at the conclusion of each event using any of the Rental Facilities.
- 3.11.2 Concessionaire shall provide proper waste and recycling receptacles for the Café, including but not limited to providing separate trash containers for recyclable materials in compliance with all Applicable Laws regarding recycling.

**3.12 Environmentally-Friendly (“Green”) Products & Practices**

The City of Philadelphia is implementing ecologically-friendly initiatives to benefit the environment and the health of Philadelphia’s visitors and residents. Therefore, the City strongly encourages the Concessionaire to employ ecologically-friendly practices and products in the management and operation of the Café.

If the Concessionaire intends to use any disposable products at the Café, the City encourages the Concessionaire to use chlorine-free, biodegradable products such as paper towels, napkins, utensils, and plates. Additionally, the City encourages the Concessionaire to use “Green Seal” ecologically-friendly products such as soaps and cleaners for operating and cleaning purposes. A list of “Green Seal” certified products can be found at

<http://www.greenseal.org/findaproduct/index.cfm>. The City also encourages the serving of sustainable food products and the training of staff on environmentally-friendly food practices.

### **3.13 Subcontracting**

- 3.13.1 Subject to the requirements of Section 6.5 of the RFP, Concessionaire may elect to have some services and supplies provided by a subcontractor (for example, without limitation, catering, cleaning, and paper goods). Despite the immediately preceding sentence, the City reserves the right to approve any of Concessionaire's subcontracts. Despite any subcontracts that Concessionaire may enter into, Concessionaire is not relieved of any of its obligations under the Concession Agreement.
- 3.13.2 Concessionaire shall cause all its subcontracts to specify that the City is designated as third party beneficiary of the subcontract. Concessionaire shall also cause its subcontracts to specify that the subcontractor is bound by the same requirements as Concessionaire under the Concession Agreement including, without limitation, indemnification of the City, insurance, maintenance and preservation of records, and audit by the City.
- 3.13.3 Concessionaire shall include in each of its subcontracts a provision that the subcontractor shall continue to provide the services it would have under its subcontract with the Concessionaire for the remainder of the term of its agreement if:
- a. the City terminates the Concession Agreement,
  - b. the subcontractor is not in default under its subcontract or the Concession Agreement, and
  - c. the City provides written notice to the subcontractor of the City's desire that the subcontractor continue to provide those services.
- 3.13.4 No subcontract relieves Concessionaire of any of its obligations under the Concession Agreement. Concessionaire 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 Concessionaire or persons directly or indirectly employed by Concessionaire.
- 3.13.5 Any purported subcontract(s) in violation of this Section 3.13 or of any other Section in the Concession Agreement is void.

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

3.14.1 Concessionaire shall provide menus that demonstrate quality, variety, and price points that reflect the casual, recreational atmosphere at Lloyd Hall. Concessionaire shall provide catering menus that demonstrate quality, variety and a range of price points suitable for varied types of events.

3.14.2 Except as provided in Section 3.14.2.1, the Concessionaire shall not sell, distribute or permit any liquor or malt or brewed beverages in or on the Café. For purposes of this RFP and the Concession Agreement, liquor and malt or brewed beverages are those beverages defined as liquor or malt or brewed beverages in the Pennsylvania Liquor Code, currently codified at 47 P.S. §§ 1-101 et. seq.

3.14.2.1 The Concessionaire, or its contractors or subcontractors, may serve alcoholic beverages in the Rental Facilities solely for private events. It is a condition precedent to the right of the Concessionaire and its contractors and subcontractors to serve alcoholic beverages during events in the Rental Facilities that they have all permits and licenses required under Applicable Laws for the serving of alcoholic beverages.

### **3.15 Prohibited Uses; Signs**

The Concessionaire shall not use the Café for any use not expressly required or permitted under the Concession Agreement. Without limiting the application of the preceding sentence, the Concessionaire shall not at any time erect, hang, or paint any sign on or about the interior or exterior of Lloyd Hall without the prior approval of the Commissioner. Nor shall the Concessionaire, without the approval of the Commissioner, place, erect or display on or about the interior or exterior of the Café or any portion of Lloyd Hall, any utilitarian items that promote and advertise any product, including, but not limited to bicycle racks and trash receptacles. The City, through the Conservancy, intends to work with the Concessionaire to design signs that will draw park users and vehicular traffic to Lloyd Hall but also reflect the iconic park setting at Lloyd Hall. In addition to the Commissioner's approval, the Concessionaire shall obtain all approvals required by Applicable Laws for any signs the Concessionaire wishes to place, erect, hang, or paint in or on the Café or Lloyd Hall.

### **3.16 Security**

3.16.1 In managing and operating the Café under the Concession Agreement, the Concessionaire shall, in coordination with the Conservancy and Lloyd Hall staff, maintain security within the Café.



3.16.2 During the Term of the Concession Agreement, the Concessionaire shall work with Lloyd Hall staff to secure Lloyd Hall at closing of the Café each evening and the conclusion of each event for which the Concessionaire has provided services.

**3.17 Alterations to Lloyd Hall**

Except as otherwise provided in Section 6.10 of this RFP regarding the Concessionaire's Facility Improvement Plan, the Concessionaire shall not make, cause, or permit any alterations to the Café or any other portion of Lloyd Hall without the prior review and written approval of the City and the Conservancy. The Concessionaire shall submit to the City and Conservancy plans and specifications for the proposed alterations and all additional information the City or Conservancy may reasonably request. The City and Conservancy's approval of any proposed alterations may be conditioned upon a requirement that the Concessionaire provides the City with a performance and payment bond satisfactory to the City in all respects and upon other requirements the City deems necessary or prudent to protect the interests of the City.

**3.18 Smoking Policy**

Smoking in Lloyd Hall is strictly prohibited. The Concessionaire shall not permit smoking in any indoor area of the Café. Smoking is permitted outside of Lloyd Hall where the City has placed proper receptacles for cigarette and cigar butts. Concessionaire may, at its sole cost and expense, place appropriate receptacles around the Patio to accommodate smokers. If Concessionaire places any additional receptacles, then Concessionaire shall promptly maintain and clean the receptacles following the closure of the Café each evening and the conclusion of each event.

**3.19 Persons with Disabilities**

Lloyd Hall is an ADA accessible building. An ADA accessible elevator provides access to the second floor Multi-Purpose Room, Deck and Serving Bar. The Concessionaire shall comply with all Applicable Laws to provide safe access for everyone, including persons with disabilities. The Concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required. The Concessionaire is not obligated, however, to make capital improvements or alterations to the Café or any other portion of Lloyd Hall in order to comply with Applicable Laws.

**3.20 Licenses and Permits**

The Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term all licenses and permits related to management and operation of the Café required under all Applicable Laws. The Concessionaire shall procure and maintain, and shall cause each of its contractors and subcontractors to procure and

maintain, all necessary approvals, permits and licenses related to its respective management and operation of the Café.

### 3.21 Concession Fee; Reporting and Payment Schedule

- 3.21.1 In the Concession Agreement, the “**Concession Fee**” means the combined **Minimum Annual Guaranteed Amount (“MAG”)** and **Gross Revenue Percentage Fee**, explained more fully in Section 6.8 of this RFP. The Concessionaire shall pay the MAG in equal monthly installments during the Term. Concessionaire shall pay the Concession Fee monthly to the City without deduction, setoff, or counterclaim no later than the 15<sup>th</sup> day of the month following the month in which the Concessionaire receives gross revenue upon which the Gross Revenue Percentage Fee portion of the Concession Fee is based. Concessionaire shall pay the Concession Fee by check made payable to “**City of Philadelphia – Parks and Recreation Programs Fund**” and shall deliver the payment to the Conservancy offices at the address provided in Section 1.4.3.
- 3.21.2 Together with its Concession Fee payment, Concessionaire shall prepare and submit to the Conservancy a monthly “**Accounting Report**”. Concessionaire shall list in the Accounting Report the Concessionaire’s daily Gross Revenues from all categories of income associated with management and operation of the Café. Concessionaire shall also include in the Accounting Report a description of the activities undertaken by the Concessionaire on or with respect to Lloyd Hall, including but not limited to marketing the Café and a list of private events held in the Rental Facilities. Concessionaire shall submit the Accounting Report to the Conservancy no later than the 15<sup>th</sup> day of each month for the preceding month’s activities, together with the Concession Fee.
- 3.21.3 Within 120 days following the end of Concessionaire’s fiscal year, Concessionaire shall submit to the Conservancy a report that includes (1) an annual summary description of the Concessionaire’s activities related to the Café, including a detailed income and expense statement, (2) the Concessionaire’s annual financial statement prepared by a Certified Public Accountant according to Generally Accepted Accounting Principles (GAAP), consistently applied, and (3) the Concessionaire’s tax return for the most recent calendar year. Concessionaire shall also promptly submit to the Conservancy all supplemental reports, documents, records, and other information that the Conservancy may reasonably require.
- 3.21.4 The requirements of Sections 3.21.1—3 survive the Concession Agreement Ending Date until Concessionaire has made the final Concession Fee Payment and submitted to the City the final Accounting Report and annual documents that those Sections require.

### **3.22 Ownership of Lloyd Hall**

At all times during the Term of the Concession Agreement, Lloyd Hall is and will remain owned by the City of Philadelphia. No provision in the Concession Agreement creates, grants, or gives to the Concessionaire any legal title, easement, leasehold, or other interest in Lloyd Hall other than a mere license.

## **SECTION 4 – GENERAL CONTRACT PROVISIONS**

### **4.1 Ethics Requirements**

- 4.1.1 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. 002-04 issued by the Mayor of Philadelphia on August 12, 2004. Similarly, the Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City officer, director, or employee which if received by any City official, officer, or employee would violate Executive Order No. 002 - 04.
- 4.1.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 002-04, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be pursuant to any rules the Procurement Commissioner promulgates with respect to contracts subject to competitive bidding, or as the Director of Finance promulgates with respect to all other contracts.
- 4.1.3 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 4.1.1 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.

### **4.2 Tax Requirements**

- 4.2.1 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 of goods into

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

4.2.2 Promptly following the Commencement Date, 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 to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

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

4.2.4 The City is not obligated at any time during the Term to pay any Assessments related to the Concession, the Concession Agreement, or the Concessionaire’s activities under the Concession Agreement.

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

#### **4.3 Confidential and Proprietary Information of the City**

The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person or entity. The Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney’s fees) resulting from or related to any use or disclosure of any City confidential or proprietary information by the Concessionaire or its

employees, or by any person acquiring that information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this Section 4.3 survive the Concession Agreement Ending Date.

#### **4.4 Indemnification, Release and Insurance**

The Concessionaire shall promptly indemnify, defend, and release the City, as set forth in **Appendix 7** to the RFP. In addition, on or before the Commencement Date the Concessionaire shall obtain and, throughout the Term, shall maintain the types and minimum amounts of insurance set forth in **Appendix 7**. As a condition precedent to the effectiveness of the License the City gives to Concessionaire under the Concession Agreement, Concessionaire must provide the City of Philadelphia Risk Manager, on behalf of the City, with a certificate of insurance that shows the Concessionaire has obtained the types and required amounts of insurance. Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in **Appendix 7**.

#### **4.5 City's Right to Inspect**

- 4.5.1 Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Concessionaire's management and operation of the Café. The Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.
- 4.5.2 The City may inspect and audit all of the Concessionaire's Books and Records and Concessionaire's affairs at all reasonable times at Lloyd Hall, the City's offices, or other place the City may reasonably require.

#### **4.6 Default**

- 4.6.1 The Concessionaire will commit an "Event of Default" under the Concession Agreement if:
- a. Concessionaire fails to timely pay to the City in full the Concession Fee; or
  - b. Concessionaire fails to timely perform, observe, fulfill, or comply with any other obligation, requirement, or prohibition imposed on or applicable to Concessionaire under the Concession Agreement.
- 4.6.2 If the Concessionaire commits an Event of Default under Section 4.6.1 above, and,

- a. in the case of an Event of Default under Section 4.6.1.(a), Concessionaire fails to cure the Event of Default within 5 days after receiving written notice from the City of the Event of Default,
- b. in the case of an Event of Default under Section 4.6.1.(b), Concessionaire fails to cure the Event of Default within 30 days after receiving written notice from the City of the Event of Default,
- c. in the case of an Event of Default under Section 4.6.1.(b) that cannot reasonably be cured within 30 days after receiving the City's written notice of the Event of Default, Concessionaire fails to actively start to cure the Event of Default within the 30-day period and then continuously and diligently pursue the cure to completion in not more than 90 days after receiving the City's written notice of the Event of Default, or
- d. in the case of any Event of Default that poses a threat of imminent harm to persons or property,

then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to Concessionaire.

4.6.3 In addition to the City's rights and remedies under Section 4.6.2 above, Concessionaire is liable for all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.

4.6.4 The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under Section 4.6.2, or in the case of an Event of Default that poses a threat of imminent harm to person or property, immediately and without notice.

#### 4.7 Non-Indebtedness

4.7.1 The Concessionaire represents and warrants that Concessionaire, and all

entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City, and 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 4.7.1 may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

4.7.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 4.7.1 above. The Concessionaire shall include the provisions in Section 4.7.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

#### **4.8 Condition of Lloyd Hall**

The City makes no representation or warranty regarding the condition of Lloyd Hall, including its suitability for the Concession. Concessionaire accepts the License given by the Concession Agreement and agrees to use the Café in its "AS IS" condition for the purposes set forth in the Concession Agreement. Concessionaire submitted its Proposal and has entered into the Concession Agreement solely based on Concessionaire's own investigation of the condition of the Café and Lloyd Hall.

#### **4.9 Safety Measures**

The Concessionaire shall, at its sole cost and expense, take all steps necessary and desirable for the safe exercise of the Concession and to prevent any injury or damage to any person or property in, on, or about the Café arising in connection with Concessionaire's exercise of the License and its management and operation of the Café.

#### **4.10 Compliance with Applicable Laws**

"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 Concession Agreement, the License, the Concessionaire, the Café, and Concessionaire's exercise of the License and operations of the Café. The Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

- 4.10.1 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;
- 4.10.2 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
- 4.10.3 The tax requirements of all governmental authorities having jurisdiction over the Concession, the Concession Agreement, and Concessionaire's operations under the Concession Agreement.

#### **4.11 Entire Agreement; No Amendment**

- 4.11.1 The Concession Agreement is the complete, final, and exclusive expression of the City's and Concessionaire's agreement about the Concession. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Concession are superseded by and merged into the Concession Agreement.
- 4.11.2 The Concession Agreement may not be amended or modified except in writing signed by the City officials who signed the original Concession Agreement and also signed by Concessionaire's duly authorized officers. Any proposed or purported amendment of the Concession Agreement made without strictly complying with this Section 4.11.2 is void. No course of conduct between the City or the Conservancy and Concessionaire, and no industry custom, is effective to amend the Concession Agreement or waive any of the Concessionaire's obligations under the Concession Agreement.

#### **4.12 No Joint Venture or Partnership**

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



#### **4.13 Severability**

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

#### **4.14 Waiver of Jury Trial**

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

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

The Concession Agreement is made in Philadelphia, Pennsylvania, is governed by Pennsylvania law, and is to be interpreted in accordance with Pennsylvania Law without reference to choice of law provisions.

#### **4.16 Counterparts**

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

#### **4.17 Assignment Prohibited**

Except as set forth in Section 3.13 above, Concessionaire shall not assign the Concession Agreement or any of its rights or obligations under the Concession Agreement. Any attempted assignment by Concessionaire in violation of this provision is void and is deemed an offer by Concessionaire to the City to immediately terminate the Concession Agreement, which the City may accept or decline in the City's sole discretion.

#### **4.18 Venue**

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

#### **4.19 Validity of City Approvals**

4.19.1 Unless expressly specified otherwise in the Concession Agreement, any review, approval, permission, or consent that the Concessionaire is required to obtain from the City under the Concession Agreement will not be valid or effective unless obtained or confirmed in writing from the Commissioner of the Department of Parks and Recreation or the Commissioner's designee.

4.19.2 Unless expressly specified otherwise in the Concession Agreement, all reports, notices, plans, specifications, certificates, requests for approval, and submissions required of the Concessionaire that must be delivered to or approved by the City and or the Conservancy must be submitted by the Concessionaire, in the case of the City, to the Commissioner or the Commissioner's designee, and in the case of the Conservancy to the Executive Director of the Conservancy.

#### **4.20 Interpretation**

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

#### **4.21 [Reserved.]**

#### **4.22 Time of the Essence**

Time is of the essence in Concessionaire's compliance with the Concession Agreement.

#### **4.23 Force Majeure Event**

4.23.1 Concessionaire is excused from compliance with any obligation or limitation under the Concession 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 Concessionaire's own

employees), (2) the breakdown or failure of any apparatus, equipment or machinery in Lloyd Hall required in connection with the Café where the breakdown or failure is not in any way the fault of Concessionaire, and (3) Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1), (2), and (3) together, a “Force Majeure Event”).

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

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

## **SECTION 5 – ELIGIBILITY TO SUBMIT A PROPOSAL**

### **5.1 General**

To be eligible for award of the Concession Agreement and the License, a Respondent must demonstrate that it has the skills and capacity to successfully manage and operate the Café.

### **5.2 Management Experience and Qualifications**

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate to the City’s satisfaction that the Respondent has both sufficient experience and sufficient financial resources to meet the requirements set forth in the RFP (“**Management Experience and Qualifications**”). Please see Section 6.4 of the RFP for qualification requirements.

### **5.3 Records and Reports**

Respondents must have the capability to maintain and furnish management records and reports, as required in Section 3.2 I and 4.5, in a format satisfactory to the City.

### **5.4 Respondents Restricted**

5.4.1 No Proposal will be accepted from, and the Concession Agreement will not be awarded to, any person, firm, or corporation that is in arrears or is in default of any debt to the City (including without limitation tax delinquencies), any contract obligation, or any surety obligations to the City, or has failed to comply with any existing or previous contract with the City, or has failed to execute a contract that the person, firm, or corporation negotiated with the City.

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

5.4.3 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.

### **5.5 Respondents May Submit Only One Proposal**

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

## **SECTION 6 – PROPOSAL SUBMISSION REQUIREMENTS**

### **6.1 Responsiveness**

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

## 6.2 Form of Proposal

- 6.2.1 Each Respondent must submit one original signed cover letter and Proposal and eight (8) copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal.
- 6.2.2 Each Respondent's Proposal must follow the form of this RFP. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and clearly refer to this RFP. Pages should be numbered clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8½" x 11" sectionals or reduced to 8 ½" x 11". **Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.**
- 6.2.3 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Section number, Appendix or Form of this RFP that requires the information.
- 6.2.4 Each Respondent's Proposal must include the following (please see other provisions of this RFP for a fuller explanation of several of the matters listed):
1. Signed cover letter;
  2. Description of company profile, organization, and personnel (see 6.4);
  3. Management Experience and Qualifications, and at least three references (see 5.2 and 6.4.7);
  4. Completed Solicitation for Participation and Commitment Form (see 6.5);
  5. Financial Information (see 6.6);
  6. Statement of Understanding of the Purpose of this RFP (see 6.7);
  7. Completed Concession Fee Proposal Form (see 6.8);
  8. Completed Rental Fee Schedule Proposal Form (see 6.9);
  9. Facility Improvement Plan, if applicable (See 6.10);
  10. Pro-Forma (see 6.11);
  11. Operating Plan (see 6.12).
- 6.2.5 Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits its Proposal:
1. Respondent's name and address
  2. Identification as "Proposal for Management and Operation of the Lloyd

Hall Café”

3. Deadline for Submitting Proposals, as stated on the cover page of this RFP

### 6.3 Submission of Proposal by “Deadline for Submitting Proposals”; Oral Presentations

- 6.3.1 Each Respondent must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The “Deadline for Submitting Proposals” and the location for submitting Proposals are set forth on the cover page of this RFP.
- 6.3.2 The City may request one or more Respondents to make a supplemental oral presentation to City officials after the Deadline for Submitting Proposals. The date and time of the oral presentations will be determined by the City.

### 6.4 Company Profile; Operating Experience

Each Respondent must:

- 6.4.1 Submit a resume or detailed description of the Respondent’s professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms, or either of them, with that expertise. The resume or detailed description must include the number of Respondent’s employees and number of years Respondent has been in business.
- 6.4.2 Explain its corporate organizational structure and ownership.
- 6.4.3 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.
- 6.4.4 Provide its Federal Employer Identification Number.
- 6.4.5 Identify all parent, subsidiary, affiliate, and partnership relationships of its company with other businesses (collectively, “**Related Companies**”).
- 6.4.6 If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company’s organization and

incorporation, and list the names and addresses of the company's board of directors and officers, or managers or members, as the case may be.

- 6.4.7 Provide at least three (3) recent references with whom the Respondent has worked and who can describe such matters as the Respondent's financial and operational capability (e.g. operating quality café or restaurant services at facilities comparable in size to Lloyd Hall). The Respondent must include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.
- 6.4.8 List all contracts the Respondent and all its Related Companies have had with the City, or with the City, in the last five (5) years.
- 6.4.9 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five (5) years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.
- 6.4.10 List all surety companies that have previously issued performance bonds on behalf of Respondent or any of Respondent's Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five years due to unsuccessful completion of the contract.

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

The Concession Agreement is subject to Mayor's Executive Order, No.02-05 relating to the participation of minority-owned, women-owned, and disabled-owned businesses (collectively, "M/W/DSBEs") in City contracts. Respondents are required to respond to the requirements specified in **Appendix 8** of this RFP and should submit the "**Solicitation for Participation and Commitment Form**" (the "**S & C Form**") attached to this RFP as **Form A** to identify its solicitations and any commitments made with M/W/DSBEs to participate in the Concession Agreement. Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by each M/W/DSBE firm. Respondents are also required to submit documentation of their "Good Faith Efforts" (as more fully described in **Appendix 8**), whether or not they have achieved any commitments with M/W/DSBEs. For a listing of firms certified as M/W/DSBEs, please visit <http://mbec.phila.gov/home/directory.asp>. The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.

## 6.6 Financial Information

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

## 6.7 Understanding the Purpose of this RFP and the Rights and Obligations of the Concessionaire

Sections 3 and 4 of this RFP set forth the minimum requirements that the Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to fulfill the goals and objectives of this RFP and maximize the potential of the Lloyd Hall Café. Also, each Respondent must describe its approach to the proposed Concession, including Respondent's work plan and strategy.

## 6.8 Concession Fee Proposal: MAG and Gross Revenue Percentage Fee

6.8.1 Using **Form B**, each Respondent must propose a **MAG** payment to the City of not less than \$10,000 per year for the right to manage and operate the Café.

In addition to the **MAG**, also using **Form B**, each Respondent must propose a **Gross Revenue Percentage Fee** to be paid monthly to the City for management and operation of the Café.

6.8.1.1 In this RFP and the Concession Agreement, "**Gross Revenues**" means all revenue received by the Concessionaire from management and operation of the Café or exercise of the License, from all sources and however characterized. Without limiting the definition of **Gross Revenues** immediately above, **Gross Revenues** include, but are not limited to, the following: revenue from food and beverage sales; revenue from private events, special events and other special uses of the Rental Facilities; and all other fees, sales, rentals, charges, or costs imposed by the Concessionaire, however characterized, for use of any of the Café, the Rental Facilities, or for goods or services Concessionaire provides at or from the Café.



## 6.9 Rental Fee Schedule

Using Form C, each Respondent must propose a standard “Rental Fee Schedule” for use of the Rental Facilities.

6.9.1 Rental Fees may vary by season, time and day of the week, room or area being rented, and type of event (e.g., birthday party, cocktail reception, fundraiser, etc.).

6.9.2 The Rental Fee Schedule is subject to the written approval of the Conservancy.

## 6.10 Facility Improvement Plan; Renewal Term Facility Improvement Plan

The Respondent shall submit a plan that documents all fixed equipment, non - fixed equipment and/or improvements the Respondent plans to make at Lloyd Hall during the Initial Term of the Concession Agreement (“ Facility Improvement Plan”). The Facility Improvement Plan must include a description of the costs of the fixed equipment, non -fixed equipment and improvements the Respondent plans to make at Lloyd Hall. The City also requests a short narrative description of the Respondent’s long - term vision for improvements to the Café and how those improvements might improve park users’ experience and the sales and marketing of the Café. The narrative may be provided at the discretion of the Respondent as a supplement to the Respondent’s Facility Improvement Plan.

6.10.1 If a Respondent is selected to execute the Concession Agreement with the City, then the City shall endeavor to review the Respondent’s Facility Improvement Plan not later than 30 days following execution of the Concession Agreement. The Facility Improvement Plan is not approved unless the Commissioner or the Commissioner’s designee approves it in writing. The Commissioner may, however, review the Facility Improvement Plan prior to the City’s and Concessionaire’s execution of the Concession Agreement.

6.10.1.1 Following the later of the Commencement Date or the Commissioner’s approval of the Facility Improvement Plan, the Concessionaire shall promptly commence and diligently implement the Facility Improvement Plan, but in no event shall Concessionaire fail to complete the Facility Improvement Plan within 90 days following the later of the Commencement Date or the Commissioner’s approval. The Concessionaire shall not implement any component of the Facility Improvement Plan not expressly approved by the Commissioner.

6.10.2 Equipment the Concessionaire installs that is not a fixture remains the property of the Concessionaire.

- 6.10.3 All capital improvements and fixtures are subject to the provisions of Section 3.5.3 of the RFP.
- 6.10.4 The City will not consider Proposals that request or require reimbursement to the Concessionaire of any portion of Concessionaire's capital improvement cost if the Concession Agreement is terminated following an Event of Default or a Force Majeure Event before the end of the Term.
- 6.10.5 If the City renews the Concession Agreement for one or more Renewal Terms in accordance with Section 3.1 above, then the Concessionaire shall submit to the City any plans the Concessionaire has for making fixed equipment, non-fixed equipment and/or improvements to Lloyd Hall ("**Renewal Term Facility Improvement Plan**") during the upcoming Renewal Term. The Concessionaire shall submit its Renewal Term Facility Improvement Plan reasonably promptly following the Concessionaire's receipt of the City's Renewal Notice. The Concessionaire's Renewal Term Facility Improvement Plan may be implemented upon receipt of the City's written approval and shall be subject to the provisions of this Section 6.10.

#### **6.11 Pro-Forma**

Each Respondent must include in its proposal a pro -forma projection of the revenue and Concession Fees for the Initial Term and Renewal Terms (i.e., a four-year projection) for the Café. The pro-forma projection must include explanations of the assumptions used in its formulation.

#### **6.12 Operating Plan**

- 6.12.1 All Proposals must include a detailed operating plan for management and operation of the Café ("**Operating Plan**"). At a minimum, the following must be included in the Operating Plan:
- 6.12.1.1 A detailed description of how the Respondent would manage and operate the Café, including but not limited to: an Operating Schedule, staffing requirements and equipment needs. Despite Section 3.3.2 of the RFP and the City's suggesting Operating Schedule, each Respondent may submit a proposed Operating Schedule that the Respondent believes is appropriate for the Café. The Respondent's proposed Operating Schedule may include extended hours to accommodate morning and evening traffic, or either of them, or operating hours between November 1st and March 31st.
- 6.12.1.2 Sample café menus that demonstrate quality, variety and price points reflecting the casual, recreational atmosphere at Lloyd

Hall.

- 6.12.1.3 Business development and marketing plan for maximizing the number of guests at the Rental Facilities, including but not limited to the development of clientele for private events and meetings and use of the Patio for barbequing/grilling.
  - 6.12.1.4 Sample catered event menus that demonstrate quality, variety and a range of price points for varied types of private events.
  - 6.12.1.5 Identification of Respondent's on-site management team and description of the team's background and experience.
  - 6.12.1.6 An estimated number of employees and the positions the employees will fill in Concessionaire's management and operation of the Café.
  - 6.12.1.7 The customer service standards Respondent deems necessary to manage and operate the Café.
  - 6.12.1.8 Description of any other requirements not mentioned in Section 3 of this RFP that are required to ensure the safe, sanitary and legal management and operation of the Café.
- 6.12.2 If the City renews the Concession Agreement for one or more Renewal Terms in accordance with Section 3.1 above, then the Concessionaire shall submit to the Conservancy an updated Operating Plan ("**Annual Operating Plan**") for managing and operating the Café during the upcoming Renewal Term. The Concessionaire shall submit its Annual Operating Plan reasonably promptly following the Concessionaire's receipt of the City's Renewal Notice, but not later than 10 business days before the start of the upcoming Renewal Term. The Concessionaire's Annual Operating Plan is subject to the Conservancy's approval, which may be subject to conditions and changes the Conservancy reasonably requires.

### **6.13 Confidential Information**

- 6.13.1 If a Respondent chooses to include material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.
- 6.13.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under

Applicable Law. Respondents should include the following notice in the front of each copy of their Proposal:

#### NOTICE

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

#### 6.14 Objections

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

### **SECTION 7 – CONDITIONS REGARDING PROPOSALS; RESERVATION OF RIGHTS BY CITY; EFFECTIVENESS OF CONCESSION AGREEMENT**

#### 7.1 Conditions Regarding Proposals

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

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

7.1.2 It is Respondent’s responsibility to ensure that its Proposal is complete,

accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP;

- 7.1.3 Upon submission, Respondent's Proposal becomes the property of the City and will not be returned to the Respondent;
- 7.1.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References;
- 7.1.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent;
- 7.1.6 Respondent will promptly send representatives for interviews with City officials when requested by the City;
- 7.1.7 Respondent's Proposal shall remain open for acceptance by the City and in full effect for at least 120 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP;
- 7.1.8 Respondent may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the City;
- 7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the same manner and by the same person(s) who signed Respondent's initial Proposal, to the address specified on the cover page of this RFP for submitting Proposals.

## **7.2 Reservation of Rights**

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

- 7.2.1 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 the RFP, or it is otherwise in the City's best interest to do so;
- 7.2.2 To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the City's sole judgment, it is in the City's best interest to do so;

- 7.2.3 To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Respondents for negotiation;
- 7.2.4 To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal;
- 7.2.5 To request that some or all of the Respondents clarify, modify or supplement their respective Proposals, including information inadvertently omitted;
- 7.2.6 To request interviews or oral presentations from one or more Respondents;
- 7.2.7 To request recent financial statements from a Respondent as a means of verifying its capability to meet all the obligations of the Concessionaire;
- 7.2.8 To conduct investigations with respect to the qualifications of each Respondent and call a Respondent's references;
- 7.2.9 To enter into negotiations and discussions with any one or more Respondents regarding any aspect or provision of their Proposals; and
- 7.2.10 To make modifications to the responsibilities of the Concessionaire as set forth in this RFP that, in the City's reasonable discretion, are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other respondents to modify their Proposals is in the City's best interest.

### **7.3 Concession Agreement Effectiveness**

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

- 7.3.1 The Concession Agreement has been signed by the Respondent and approved by the City's legal counsel;
- 7.3.2 The Concession Agreement has been executed by the City; and
- 7.3.3 The Respondent has submitted certificates of insurance in accordance with Section 4.4 of this RFP and **Appendix 7**.

#### **7.4 Acceptance of the Provisions of this RFP**

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the City.

### **SECTION 8 – EVALUATION OF PROPOSALS**

#### **8.1 Selection Committee**

Those Proposals that the City determines in its sole discretion are responsive to this RFP will be reviewed by a “**Selection Committee**” comprised of City officials and employees.

#### **8.2 Proposal Evaluation Criteria**

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

8.2.1.1 Demonstrated experience at operating facilities that are similar in size and nature to the Lloyd Hall Café.

8.2.1.2 Proposed Concession Fee and Facility Improvement Plan.

8.2.1.3 Financial capacity to perform the services required by the RFP and presented in the Respondent’s Proposal.

8.2.1.4 The proposed Operating Plan.

8.2.1.5 Menu quality, variety and range of pricing points.

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

8.2.2 The Selection Committee may ask one or more Respondents to discuss their respective Proposals with the Selection Committee. Discussion may cover any matter related to this RFP or that the City deems relevant to the proposed Concession.

#### **8.3 Award of Concession Agreement**

The City will award the Concession Agreement to the Respondent whose proposal the City, in its sole discretion, determines best meets the goals of the City in issuing this RFP and is in the best interest of the City. For that reason, the City may not necessarily award the Concession Agreement to the Respondent

offering the highest Concession Fee .

#### **8.4 Amendments of Concession Agreement**

The City reserves the right, in its sole discretion, but subject to the Concessionaire's agreement, to amend the Concession Agreement in light of then-prevailing circumstances as a condition to renewing the Concession Agreement.

### **SECTION 9 – SIGNING OF PROPOSALS**

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

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



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

This \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
**Name of Respondent**

\_\_\_\_\_  
**Signature of Individual or Authorized Signer**

\_\_\_\_\_  
**Printed Name and Title of Signer**

\_\_\_\_\_  
**Additional Authorized Signer (if applicable)**

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

\_\_\_\_\_  
**Federal Employer Identification Number**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip Code**

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

This \_\_\_\_ day of \_\_\_\_\_, 2010

---

Corporate Name

---

Signature of Authorized Official

---

Printed Name and Title of Signer

---

Additional Authorized Signer (if applicable)

---

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

---

Federal Employer Identification Number

---

Phone Number

---

E-mail Address

---

Street Address

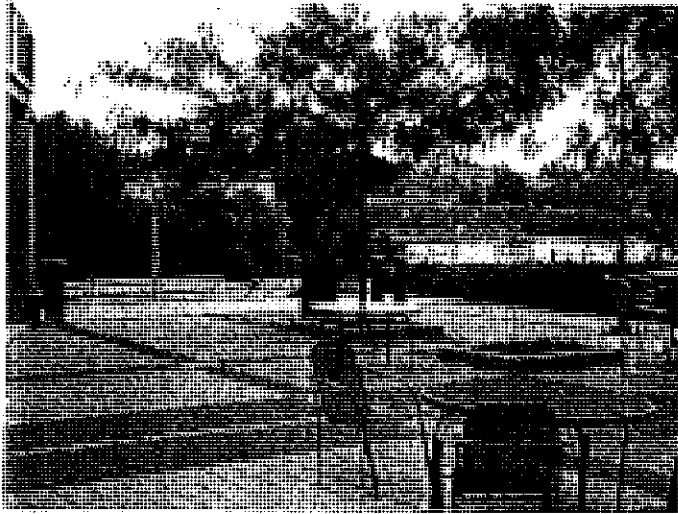
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City, State, Zip Code

# APPENDIX 1

APPENDIX 1

LLOYD HALL – PHOTOS



# APPENDIX 2



# APPENDIX 3

## APPENDIX 3

### LLOYD HALL – LEAGUE AND FREE SPORTS SCHEDULE



CITY OF PHILADELPHIA  
**FAIRMOUNT PARK**  
Lloyd Hall, #1 Boathouse Row,  
Kelly at Water Works Drive, Philadelphia, PA 19130  
215-685-3936/37 - fax: 685-3935

### Schedule December through March 2009/2010

#### Gymnasium

<b>Monday</b>	- 4:30 PM to 8:00 PM - 6:00 PM to 8:00 PM - 8:00 PM to 10:00 PM	-Free Play Basketball -IRS employees -Philadelphia Jugglers Club
<b>Tuesday</b>	- 4:30 PM to 6:00 PM - 6:00 PM to 8:00 PM - 8:00 PM to 10:00 PM	-Free Play Basketball -Palmer's Barber Shop -International Folk Dancing
<b>Wednesday</b>	- 4:30 PM to 6:00 PM - 6:00 PM to 10:00 PM	-Free Play Basketball -SEPTA League
<b>Thursday</b>	- 4:30 PM to 6:00 PM - 6:00 PM to 10:00 PM	-Free Play Basketball -Brother's United Basketball Fellowship
<b>Friday</b>	- 4:30 PM to 5:45 PM - 6:00 PM to 8:00 PM - 8:00 PM to 10:00 PM	-Free Play Basketball -Water Department Volleyball League -Adult Co-ed Free Play Volleyball
<b>Saturday</b>	- 9:00 AM to 5:00 PM	-Fairmount Sports Association
<b>Sunday</b>	- 9:00 AM to 1:00 PM - 1:00 PM to 4:45 PM	-Adult Free Play Basketball -Adult Co-ed Free Play Volleyball

Please Note:

To participate in a designated Adult activity you must be 18 years of Age. Proof of Age required on request.

Sneakers only.

## Bring your own Basketball



# APPENDIX 4

## APPENDIX 4

### 2009 SPECIAL EVENTS ALONG LLOYD HALL & KELLY DRIVE

Please note that events on the Kelly Drive Bike Path typically begin and end at Lloyd Hall (21 scheduled events for calendar year 2010).

Location	Event	Event Date	Event Day
Kelly Drive Bike Path	NERRC Winter 10K	7-Mar-10	Sunday
Kelly Drive/Schuylkill River	Manny Flick Regatta	14-Mar-09	Saturday
Kelly Drive/Schuylkill River	Manny Flick Regatta	21-Mar-10	Sunday
Kelly Drive/Schuylkill River	Manny Flick Regatta	28-Mar-10	Sunday
Kelly Drive/Schuylkill River	Murphy Cup Regatta	3-Apr-10	Saturday
Kelly Drive Bike Path	City Six 5K	3-Apr-10	Saturday
Kelly Drive Bike Path	Falcon Fun Run	10-Apr-10	Saturday
Kelly Drive/Schuylkill River	Manny Flick Regatta	11-Apr-10	Sunday
Kelly Drive Bike Path	Walk for Parkinsons	17-Apr-10	Saturday
Kelly Drive/Schuylkill River	Kerr Cup Regatta	17-Apr-10	Saturday
Kelly Drive/Schuylkill River	Manny Flick Regatta	18-Apr-10	Sunday
Kelly Drive Bike Path	Penn Relay 20K	18-Apr-10	Sunday
Kelly Drive Bike Path	American Genocide Walk	24-Apr-10	Saturday
Kelly Drive/Schuylkill River	Catholic Championship Regatta	25-Apr-10	Sunday
Kelly Drive/Schuylkill River	City Championship Regatta	2-May-10	Sunday
Kelly Drive/Schuylkill River	Dad Vall Regatta	8-May-10	Saturday
Kelly Drive/Schuylkill River	Dr. White Regatta	9-May-10	Sunday
Kelly Drive/Schuylkill River	Stotesbury Regatta	14-May-10	Friday
Kelly Drive/Schuylkill River	Stotesbury Regatta	15-May-10	Saturday
Kelly Drive Bike Path	SMA Run Walk & Roll	16-May-10	Sunday
Kelly Drive Bike Path	Mercy Votch	22-May-10	Saturday
Kelly Drive Bike Path	A Race Through Time	23-May-10	Sunday
Kelly Drive/Schuylkill River	Independence Dragon Boat Festival	5-Jun-10	Saturday
Kelly Drive/Schuylkill River	Schuylkill Navy Regatta	12-Jun-10	Saturday
Kelly Drive Bike Path	Prediction Run	17-Jun-10	Thursday
Kelly Drive Bike Path	Entrean Martyrs Walk	19-Jun-10	Saturday
Kelly Drive Bike Path	Liver Walk	19-Jun-10	Saturday
Kelly Drive Bike Path	Alpha Kappa Alpha Sorority 5K	26-Jun-10	Saturday
Kelly Drive/Schuylkill River	Independence Day Regatta	2-Jul-10	Friday
Kelly Drive/Schuylkill River	Independence Day Regatta	3-Jul-10	Saturday
Kelly Drive/Schuylkill River	Independence Day Regatta	4-Jul-10	Sunday
Kelly Drive/Schuylkill River	Philadelphia Youth Regatta	17-Jul-10	Saturday
Kelly Drive	Quakercity Masters Regatta	31-Jul-10	Saturday
Kelly Drive	Granfondo	8-Aug-10	Sunday
Kelly Drive	Bayada Nurses Regatta	28-Aug-10	Saturday
Kelly Drive Bike Path	Miles for Migraines	12-Sep-09	Saturday
Kelly Drive/Schuylkill River	Hutchinson Cup Regatta	25-Sep-10	Saturday
Kelly Drive Bike Path	Stroll & Roll	28-Sep-09	Sunday
Kelly Drive/Schuylkill River	Dragon Boat Festival	2-Oct-10	Saturday
Kelly Drive Bike Path	Philly Health Cares 5K	3-Oct-10	Sunday
Kelly Drive Bike Path	Temple Public Health	3-Oct-10	Sunday
Kelly Drive/Schuylkill River	Navy Day Regatta	9-Oct-10	Saturday
Kelly Drive/Schuylkill River	Row for the Cure Regatta	10-Oct-10	Sunday
Kelly Drive Bike Path	SFDV	10-Oct-10	Sunday
Kelly Drive/Schuylkill River	Head of the Schuylkill Regatta	24-Oct-10	Saturday
Kelly Drive/Schuylkill River	Head of the Schuylkill Regatta	25-Oct-10	Sunday
Kelly Drive Bike Path	MDA Walk	6-Nov-10	Sunday
Kelly Drive Bike Path	Hydrocephalus Walk	7-Nov-10	Sunday
Kelly Drive/Schuylkill River	Frostbite Regatta	13-Nov-10	Saturday
Kelly Drive Bike Path	Tower of Hope	13-Nov-10	Saturday
Kelly Drive/Schuylkill River	Bill Braxton Memorial Regatta	14-Nov-10	Sunday
Kelly Drive Bike Path	Roman Run	14-Nov-10	Sunday

Total 2009 Events	65
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\* Events highlighted in yellow require a portion of Kelly Drive to be closed. However, vehicular access to Lloyd Hall may be made via a short alternative route through East Park.

\*\* Events highlighted in pink may impact the availability of public parking at Lloyd Hall.

\*\*\* Events highlighted in green require closure of Kelly Drive. Only pedestrian access will be available at Lloyd Hall

# APPENDIX 5

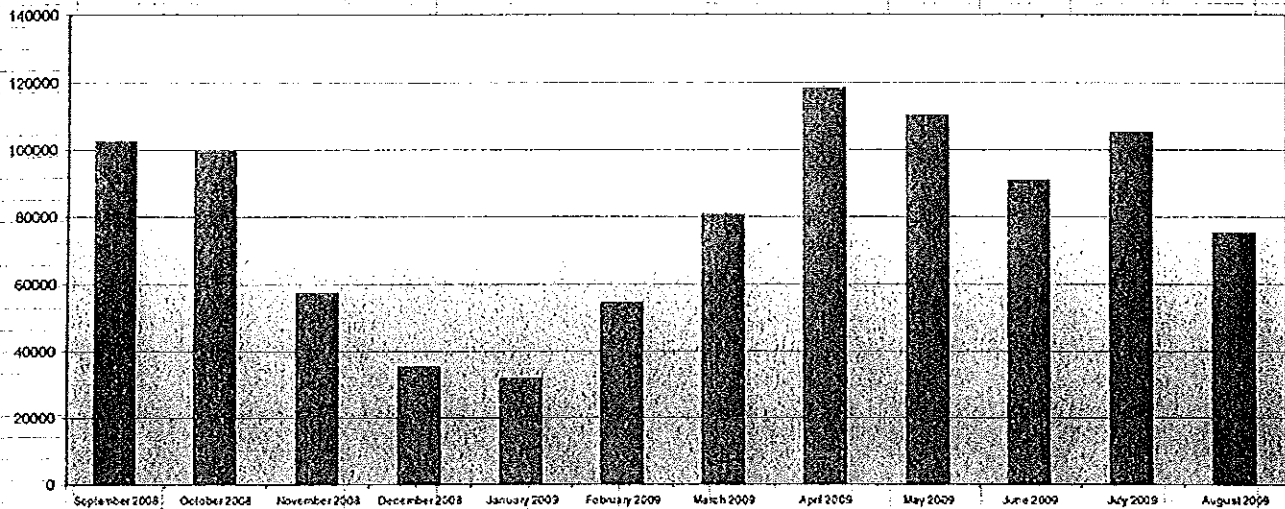
## APPENDIX 5

### ACTIVITY LEVELS AT KELLY DRIVE & ART MUSEUM AREA

Provided below is a report that highlights the activity levels along the Kelly Drive multi-use trail (the "Trail"). Information is collected by a counter placed along the Trail. The chart breaks down users by month with the peak month being April, totaling just under 120,000 individuals. Additional information is provided concerning hourly, daily, weekly and weekend traffic.

**TRAFx REPORT:**

Project: BoathouseRow.fulldata      Start: September 2008      Location:  
 Counter: BoathouseRow.fulldata      Finish: August 2009      Comment:



Hourly Average	
00:00	3.7
01:00	2.4
02:00	1.6
03:00	2.4
04:00	12.8
05:00	41.2
06:00	86.7
07:00	117.1
08:00	147.3
09:00	168.6
10:00	182.6
11:00	183.9
12:00	183.6
13:00	181.3
14:00	189.7
15:00	214.3
16:00	239.5
17:00	249.3
18:00	206.3
19:00	132.2
20:00	55.9
21:00	20.1
22:00	10.7
23:00	7.0

Daily Weekday Average:	2242.4
Daily Weekend Average:	3613.2
Monday Average:	2471.8
Tuesday Average:	2361.6
Wednesday Average:	2157.6
Thursday Average:	2067.1
Friday Average:	2149.3
Saturday Average:	3440.4
Sunday Average:	3786.1

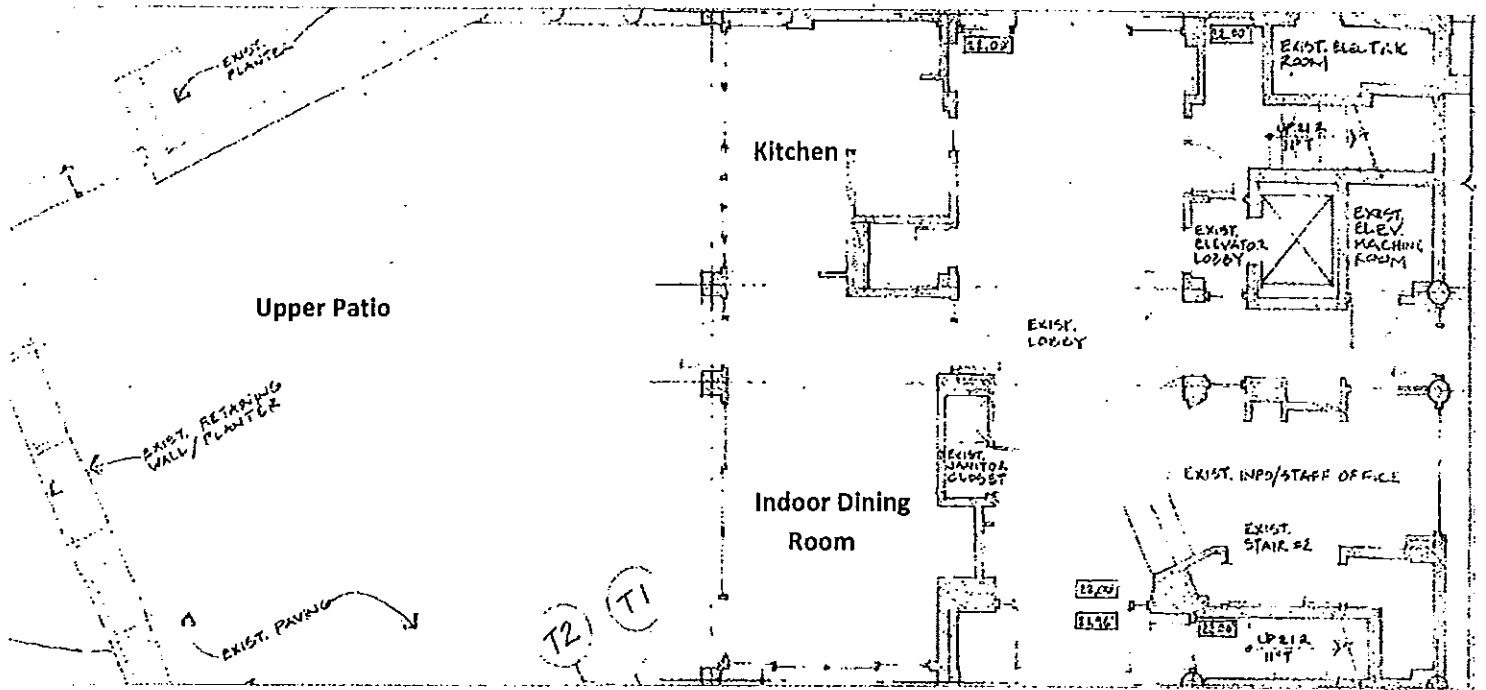
Total Weekday:	585269
Total Weekend:	375777
Daily Max Weekday:	6322 / 159
Daily Max Weekend:	11639 / 287
Average per Month:	80066
Average per Peak Season (March):	97861

# APPENDIX 6

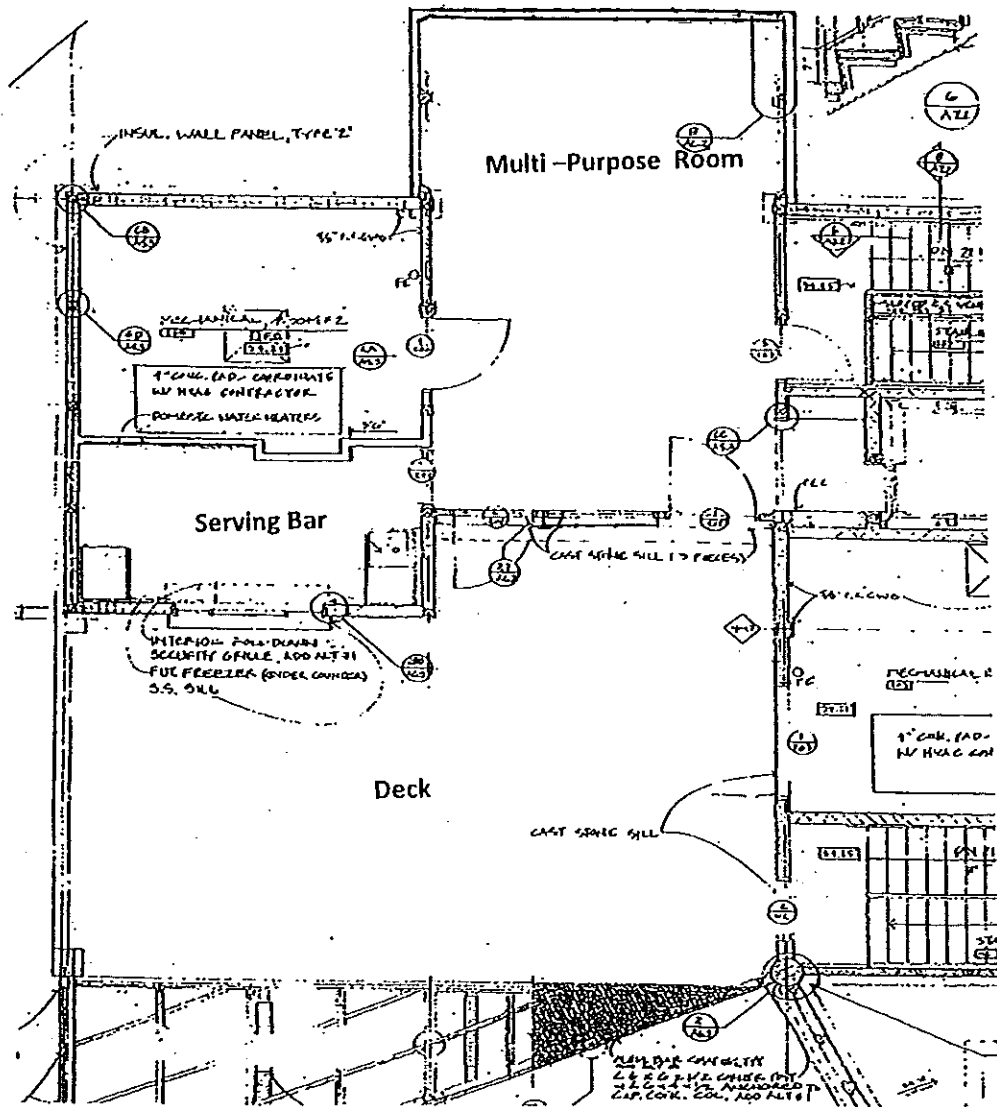
**APPENDIX 6**

**LLOYD HALL – FLOOR PLAN**

Lloyd Hall  
Ground Floor Partial Interior and Exterior Floor Plan

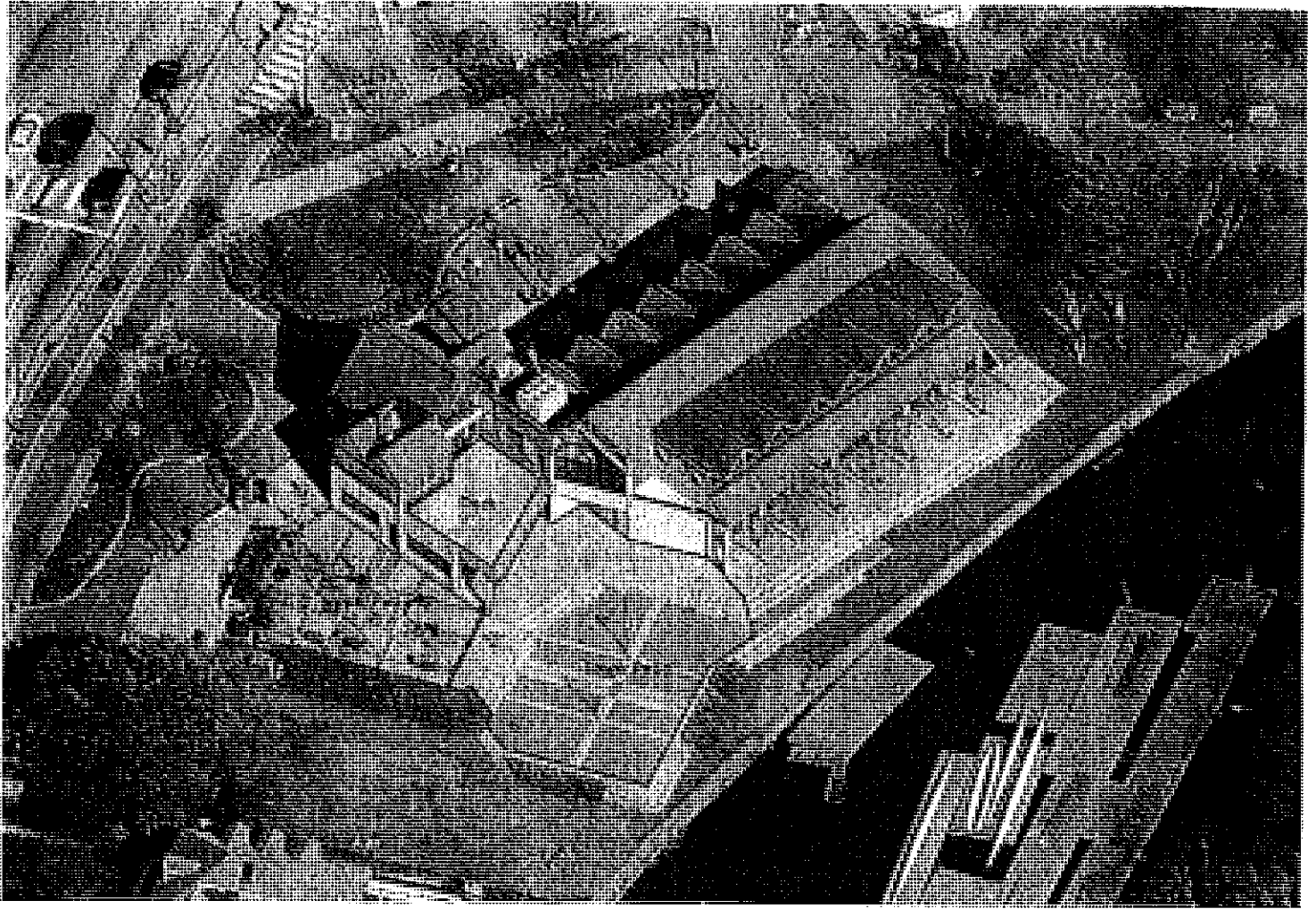


Second Floor Interior and Exterior of Lloyd Hall





Exterior View of Lloyd Hall



## APPENDIX 7

### INDEMNIFICATION, RELEASE AND INSURANCE

#### 1. **Indemnification**

Concessionaire shall promptly indemnify, defend, hold harmless the Fairmount Park Conservancy (the "Conservancy") and the City of Philadelphia (the "City") from and against all claims, suits, causes of actions, cost recovery actions, costs, interest and expenses, demands, judgments, liabilities, damages, liens, mechanics or materialmen's liens and claims of lien (including reasonable attorney's fees and costs) (individually, a "Claim" and collectively the "Claims"), arising in whole or in part from the Concessionaire's or any of its contractors' or subcontractors', employees', invitees', agents', successors' and assigns' entry onto and use of Lloyd Hall, including but not limited to property damage and personal injury (including death). In the event of any Claim, Concessionaire shall promptly defend the Claim on behalf of the Conservancy and the City, and Concessionaire shall pay, perform and discharge any judgment, order or decree entered or agreed to on account of the Claim. Concessionaire may not settle any Claim without the prior written approval of the Conservancy and the City. Despite the previous provisions of this Appendix 7 Paragraph 1, the Conservancy and City each have the right, but not the obligation, to defend itself with respect to a Claim and appoint its own counsel to defend the Claim. The provisions of this Appendix 7 survive the expiration or sooner termination of the Concession Agreement.

#### 2. **Release**

In consideration of the Concession and License given to the Concessionaire by Conservancy, Concessionaire, for itself and its officers, directors, employees, agents, sub-licensees, contractors and subcontractors, successors and assigns, and any person claiming by, through, or under them, or any of them (collectively, the "Releasors"), remises, quitclaims, releases and forever discharges the Conservancy and the City, and their respective officials, officers, directors, employees, boards, commissions, agents, successors and assigns (acting officially or otherwise) (collectively, the "Releasees"), from any and all, and all manner of, actions and causes of action, suits, claims, liabilities and demands whatsoever in law or in equity which the Concessionaire or any of the Releasors may have against the Conservancy, the City or any of the Releasees, relating in any way to any condition in, on, or about Lloyd Hall during the exercise of the Concession and License, the entry onto or use of Lloyd Hall pursuant to the Concession Agreement and the RFP, or relating in any way to the exercise of any rights or performance of any obligations under the Concession Agreement or the RFP.

#### 3. **Insurance**

A. On or before the Commencement Date, the Concessionaire shall promptly procure and throughout the Term shall maintain, at its sole cost and expense, the types and minimum limits of insurance coverage specified below. Concessionaire shall procure all insurance required below from reputable insurers who are acceptable to the Conservancy and the City and who are authorized to do business in the Commonwealth of

Pennsylvania. Concessionaire shall cause the insurance policies to provide for at least thirty (30) days prior written notice to be given to the Conservancy and the City in the event coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All insurance required in this Appendix 7 must be written on an "occurrence" basis and not a "claims-made" basis, unless otherwise noted below.

- i. Worker's Compensation and Employers' Liability
  - a. Workers Compensation – Statutory Limits;
  - b. Employers Liability:  
\$100,000 Each Accident – Bodily Injury by Accident;  
\$100,000 Each Employee – Bodily Injury by Disease;  
\$500,000 Policy Limit – Bodily Injury by Disease;
  - c. Other states endorsement including Pennsylvania.
- ii. General Liability Insurance
  - a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$100,000 per occurrence for damage to rented premises; \$1,000,000 personal and advertising injury; and \$2,000,000 products and completed operations aggregate.
  - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations) liability.
- iii. Auto Liability Insurance
  - a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - b. Coverage: Owned, non-owned, hired, rented or leased vehicles.
- iv. Professional Liability Insurance (only applicable for Concessionaire's architectural and engineering consultants)
  - a. Limit of Liability: \$1,000,000 per occurrence, with a deductible not to exceed \$50,000.
  - b. Coverage: Architectural and engineering services errors and omissions including liability assumed under contract.
  - c. This coverage may be written on a "claims-made" basis provided that coverage for occurrences happening during the performance of the services required under this contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after the completion of the services.

- v. **Umbrella Liability Insurance** at limits totaling \$5,000,000 per occurrence when combined with insurance required under i. through iii. above.
- vi. **Liquor Liability Insurance**  
Limit of liability: \$2,000,000 per occurrence combined single limit for liability arising out of the manufacture, distribution, sale or service of alcoholic beverages, if applicable.
- vii. **Property Insurance ("All Risk")**  
Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control, or used by Concessionaire under the Concession Agreement and RFP, in an amount equal to the full replacement cost with no penalty for coinsurance. The City shall be named as loss payee.
- viii. **Builders Risk/Installation Floater**  
During any period of construction, Concessionaire (or Concessionaire's contractors or subcontractors) shall maintain "all risk" builder's risk insurance in an amount equal to the anticipated completion value of the project under construction. The coverage shall remain in full force and effect during any period of construction or improvements.
- ix. **Business Interruption Insurance**  
Concessionaire shall maintain coverage for loss of earnings, the annual Concession Fee (in an amount equal to annual Concession Fee for one year) and necessary continuing expenses due to interruptions of business operations.
- x. Conservancy and the City of Philadelphia, and their respective officials, officers, directors, employees and agents must be named as additional insureds on all policies required above except the Workers Compensation and Employers' Liability. All such policies must include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.
- xi. Original certificates of insurance evidencing the required coverage and the Conservancy's and City's status as additional insureds must be delivered to (i) the Conservancy and (ii) the City of Philadelphia, Risk Manager, One Parkway Building, 14<sup>th</sup> Floor, 1515 Arch Street, Philadelphia, Pa 19102, Attention: Nella Goodwin, with a copy to the Commissioner of the Department of Parks and Recreation, and (iii) the Fairmount Park Conservancy, Executive Director, 1617 John F. Kennedy Boulevard, Suite 1670, Philadelphia, PA 19102, at least five (5) business days prior to entry onto Lloyd Hall by Concessionaire. Concessionaire must furnish copies of the original policies of all insurance required under this Agreement at any time within ten (10) days after written request by Conservancy.
- xii. Concessionaire and its contractors and subcontractors shall not permit any lapse in or termination or cancellation of the insurance coverage required under this **Appendix 7**, the RFP, and the Concession Agreement. Concessionaire must

ensure that replacement coverage meeting the requirements of this **Appendix 7** are in effect prior to the expiration of the policy period.

- xiii. If Concessionaire fails to procure and maintain such insurance, the Conservancy and the City are not limited in the proof of any damages which the Conservancy or the City may claim against the Concessionaire or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance. The Conservancy and the City may also be entitled to recover damages from the Concessionaire for such breach, the uninsured amount of any loss, damages and expenses of suit and costs, including without limitation, reasonable collection fees, suffered or incurred during any period when Concessionaire, its contractors or subcontractors shall have failed or neglected to provide the insurance as required herein.

**B. Self Insurance**

The Concessionaire may not self-insure any of the coverage required under this **Appendix 7**, the RFP, or the Concession Agreement, without the prior written approval of the City's Risk Manager. In the event that the Concessionaire wants to self-insure any of the coverages listed above, it shall submit to the City's Risk Manager, prior to the Commencement Date, a certified copy of Concessionaire's most recent audited financial statement, and other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the City's Risk Manager. If the City's Risk Manager approves the Concessionaire's proposed self-insurance, Concessionaire acknowledges and agrees that the Conservancy and City, and their respective officials, officers, directors, employees, agents, successors and assigns are entitled to receive the same coverages and benefits under Concessionaire's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City of Philadelphia. If at the time of the Commencement Date Concessionaire self-insures its workers' compensation and employers' liability coverage, Concessionaire may, in lieu of the foregoing, furnish the Conservancy and the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate.

**C. Insurance Not a Limit of Liability.** The insurance requirements set forth in this **Appendix 7** do not modify, limit or reduce the Concessionaire's and its contractors and subcontractors indemnifications of the Conservancy and the City under this **Appendix 7**, the RFP, and the Concession Agreement, or limit any of their respective liability under this **Appendix 7**, the RFP, and the Concession Agreement to the limits of the policy(ies) of required insurance.

**D. Proceeds for Property Damage.** Concessionaire shall cause all proceeds of property damage and Builder's Risk policies to be payable to the City to use for the restoration or repair of Lloyd Hall.

**E. Waiver of Subrogation.** Concessionaire shall cause each policy of insurance required under this **Appendix 7**, excepting Worker's Compensation policies, to include a provision for a waiver of subrogation in favor of the Conservancy and the City.

**F. Fidelity Bond.** Concessionaire shall, at its sole cost and expense obtain and maintain during the Initial Term and any Renewal Term(s) of the Concession Agreement, a fidelity bond in an amount equal to \$100,000, covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under the Concession Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of \$100,000. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the Conservancy and the City as a beneficiary. The Concessionaire shall submit evidence of the existence of the fidelity bond or crime insurance to the Conservancy and the City prior to Commencement Date.

**G. Increase in Insurance Amounts.** From time to time, but not more than once each year, the Conservancy or the City may, in its reasonable discretion, require the Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Concessionaire is obligated to obtain and maintain under this Appendix 7, Paragraph 3.

# APPENDIX 8

**APPENDIX 8**

**City of Philadelphia  
Office of Economic Opportunity (OEO)  
Mayor's Executive Order 02-05**

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**INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE PARTICIPATION OF  
MINORITY, WOMAN AND DISABLED  
OWNED BUSINESS ENTERPRISES (M/W/DSBEs)  
in City Contracts**

The Concession Agreement is subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the OEO Office) are hereby incorporated in and made a part of any contract resulting from the RFP.

Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the requirements specified in the RFP for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBES (collectively, ("M/W/DSBEs") as those terms are defined in Executive Order 02-05.

Respondent shall submit a "**Solicitation for Participation and Commitment Form**" (**S & C Form**) identifying its solicitations and any commitments made with M/W/DSBEs to participate in the contract. Respondent is also required to submit documentation of its "Good Faith Efforts" (as more fully described below), whether or not it has achieved any commitments with M/W/DSBEs.

This information, the S&C Form identifying Respondent's solicitations and commitments of M/W/DSBEs and documentation of Respondents' Good Faith Efforts, must be submitted with the Proposal, although the OEO reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of this information is an element of responsiveness to the RFP and failure to do so may result in the rejection of the Respondent. Respondent hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by the Respondent is subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

**M/W/DSBE PARTICIPATION**

<b>MBE RANGES</b>	<b><u>5% TO 10%</u></b>
<b><u>AND/OR</u></b>	
<b>WBE RANGES</b>	<b><u>5% TO 10%</u></b>
<b>DSBE RANGES</b>	<b><u>BEST EFFORTS</u></b>

Under the authority of the Mayor's Executive Order 02-05, in addition to participation ranges, the RFP is subject to Good Faith Efforts for the inclusion of MBEs, WBEs and DSBES in the contract. "*Good Faith Efforts*" are those efforts, the scope, intensity and



appropriateness of which would reasonably be expected to achieve meaningful M/W/DSBE participation in the contract. 'Good Faith Efforts' include but are not limited to:

- Efforts made to solicit through all reasonable and available means the interest of OEO-certified businesses that have the capability to perform the work detailed in the RFP. Such efforts include use of the OEO Directory of Certified Firms, attendance at the Pre-Proposal Meeting, advertising in minority focused publications, written mailings to certified M/W/DSBEs. Respondents should determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations.
- Efforts made to allocate a portion of the services to an MBE, WBE, and/or DSBE even when Respondent might otherwise prefer to perform these services with its own forces. The OEO may consider for approval a joint venture arrangement between Respondent and a M/W/DSBE for performance of the contract. Any such joint venture arrangements must identify the M/W/DSBEs division of work and its share in risk and profits; these arrangements shall be memorialized in writing and are subject to the OEO's approval.
- Evidence that Respondent has provided interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner and to assist them in responding to a solicitation.
- Efforts to assist interested M/W/DSBEs in obtaining any necessary licensure, obtaining lines of credit, manufacturer training, and access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the services.
- Efforts made to negotiate in good faith with interested M/W/DSBEs. A Respondent using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the City's Antidiscrimination Policy into consideration.
- Efforts to provide an appropriate balance of both certified MBEs, WBEs and DSBEs in the project.

**A. Solicitation for Participation and Commitment.**

1. The Solicitation for Participation and Commitment Form ("S & C Form") shall contain:
  - The company name, address, contact name, telephone number, fax number and OEO certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBEs or if Respondent makes solicitations of MBE(s), WBE(s) or DSBEs but receives no quotations, these MBE(s), WBE(s) or DSBEs must also

be identified on the S & C Form.

- A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBE. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the Respondent. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom the Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBE), a detailed description of the services, and dollar amount of the subcontracted services.
- The dollar amount and percentage of commitment made reflected by the quotation provided to the Respondent by each identified MBE, WBE and/or DSBE.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBE.

Upon completion of the S & C Form(s), Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business.

#### **B. Documentation of Good Faith Efforts**

1. Respondent must document its Good Faith Efforts by submitting a brief narrative, on its company's letterhead, documenting all of Respondent's efforts made to solicit M/W/DSBE participation in the contract. The narrative shall contain and discuss, at a minimum, the following:
  - If no commitment resulted from Respondent's solicitation(s), please explain what good faith efforts were made and why they were unsuccessful. Explain what type of service or supply effort Respondent made solicitations for.
  - Did Respondent attempt to negotiate price and scope with any interested M/W/DSBEs (please be specific, attaching any dated price quotations and correspondence)?
  - Did Respondent offer any business assistance to M/W/DSBEs (e.g., introduction to manufacturer, helped provide access to line of credit, etc.)?
  - Were efforts made to provide to M/W/DSBEs information about the

scope of work required?

- Is Respondent awarding/subcontracting any work or supply effort in connection with the contract to a non-M/W/DSBE? If so, please explain why. Identify the name of the awarded firm(s), provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

### **C. Evaluation of Good Faith Efforts**

OEO will review Respondent's submission and any other evidence OEO deems relevant to its evaluation to determine whether Respondent made adequate good faith efforts to include M/W/DSBEs in contracting opportunities associated with the contract. OEO will make a recommendation to the Executive Director or President of the Conservancy or his/her designee. If the Executive Director or President of the Conservancy or his/her designee, after review of the OEO's recommendation and supporting documentation, concurs that Respondent did not make good faith efforts, Respondent will be deemed not responsible and its Proposal rejected.

### **GENERAL PROVISIONS**

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the OEO in accordance with Executive Order 02-05 in order to receive consideration towards Respondent's Good Faith Efforts.
2. M/W/DSBE subcontractor(s) must perform a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with the RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of the S & C Form that the work described on the form does not constitute a CAF, the participation will not be considered in the evaluation of the Respondent's good faith efforts.
3. Listing of an M/W/DSBE as a subcontractor on the S & C Form, constitutes a representation by Respondent, that such M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Respondent has made a binding commitment with the firm prior to the submission of the S & C Form. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the S & C Form, unless the Conservancy alters the scope of services prior to the commencement of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any

additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met:
  - The MBE, WBE or DSBE partner(s) must be certified by the OEO;
  - The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
  - The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as proposing, planning, staffing and daily management;
  - The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the OEO Office). This form should be submitted with the Proposal and the form will be reviewed by the OEO for approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the OEO, the arrangement will not be considered in the evaluation of the Respondent's good faith efforts.

5. In calculating the percentage of participation by a M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.
6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and DSBE or WBE and DSBE), will only be credited in one category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBE) Business Enterprise; Respondents will designate on the S & C Form which category, MBE, WBE or DSBE, is submitted for consideration.
7. Certification of a business by the OEO shall not be a representation of the firm's financial or technical ability to perform specified work. The Conservancy reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.
8. If Respondent is a certified M/W/DSBE submitting a RFP as a prime, Respondent must still respond to the OEO requirements specified in the RFP and demonstrate its Good Faith Efforts.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or **Joint Venture Eligibility Information Form**, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.
  - a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the OEO, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the OEO in writing with appropriate justification.
  - b) The OEO may from time to time request revised form(s) or other documentation from the successful Respondent to ensure satisfaction of Respondent's commitments.
10. In the event the scope of the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to maintain the participation levels committed to on the increased scope of its contract.
11. The successful Respondent agrees to cooperate with the OEO in its compliance monitoring efforts and to submit, within the time limits prescribed by the OEO, all documentation which may be requested by the OEO, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the OEO, including reports through IMPACT, the City's electronic payment verification system, as deemed necessary by the OEO to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.
12. It is understood and agreed that the successful Respondent's compliance with the requirements for M/W/DSBE participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Neighborhood and Business Services or his designee determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, the Conservancy and the City may, in addition to any other rights and remedies the Conservancy and the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:
  - a) Terminate the contract, in whole or in part.
  - b) Suspend the successful Respondent from proposing on and/or participating in any future Conservancy or City contracts for a period of up to three (3)

years.

- c) Recover as liquidated damages, an amount equal to one percent of the total dollar amount of the Concession Fee for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBE commitment.

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***Should you have any questions related to the Contract Provisions, please contact Julie Simmons of the OEO staff at (215) 686-6390 or fax (215) 686-3878.***

***Form A: Solicitation for Participation and Commitment Form***

**FORM A**

**SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (CONCESSION) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises</i>					COMMERCE DEPARTMENT <i>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</i>						
BID TITLE - Operation & Management of Lloyd Café				Name of Respondent		Proposal Submission Date					
RFP C-101-11											
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.											
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE    Work to be Performed    Date Solicited    Commitment Made    Give Reason(s)											
Company Name				By Phone		By Mail		Yes (If Yes, give date)		NO	
Address				Quote Received		Amount Committed To				If No Commitment	
Contact Person				YES		NO		Dollar Amount			
Telephone Number				Fax #				\$			
MBEC CERTIFICATION #								Percent of Total Proposal			
								%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE    Work to be Performed    Date Solicited    Commitment Made    Give Reason(s)											
Company Name				By Phone		By Mail		Yes (If Yes, give date)		NO	
Address				Quote Received		Amount Committed To				If No Commitment	
Contact Person				YES		NO		Dollar Amount			
Telephone Number				Fax #				\$			
MBEC CERTIFICATION #								Percent of Total Proposal			
								%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE    Work to be Performed    Date Solicited    Commitment Made    Give Reason(s)											
Company Name				By Phone		By Mail		Yes (If Yes, give date)		NO	
Address				Quote Received		Amount Committed To				If No Commitment	
Contact Person				YES		NO		Dollar Amount			
Telephone Number				Fax #				\$			
MBEC CERTIFICATION #								Percent of Total Proposal			
								%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE    Work to be Performed    Date Solicited    Commitment Made    Give Reason(s)											
Company Name				By Phone		By Mail		Yes (If Yes, give date)		NO	
Address				Quote Received		Amount Committed To				If No Commitment	
Contact Person				YES		NO		Dollar Amount			
Telephone Number				Fax #				\$			
MBEC CERTIFICATION #								Percent of Total Proposal			
								%			

REV. 09/06

rev-07/06



**FORM B**

**CONSESSION FEE PROPOSAL FORM**

Concession Fee (MAG) for operation, management and maintenance of the Facilities:

2010: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG at least \$10,000

***Renewal Terms (if applicable)***

2011: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG at least \$10,000

2012: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG at least \$10,000

2013: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG at least \$10,000



# **ADDENDUM 1**

# **REQUEST FOR PROPOSAL**

## **For the Management and Operation of the Lloyd Hall Café**

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Issued By:

The City of Philadelphia

Philadelphia Parks & Recreation  
Michael DiBerardinis, Commissioner

&

Procurement Department  
Hugh Ortman, Commissioner

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### **ADDENDUM # 1**

**Dated: August 20, 2010**

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**It is the sole responsibility of the Respondent to ensure it has received  
all addenda to the Request For Proposal.**

Philadelphia Parks & Recreation's Request for Proposal for

**The Management and Operation of the Lloyd  
Hall Café**

is amended as set forth in two parts below. Except as expressly amended by this Addendum # 1, the RFP is unchanged.

Except as otherwise defined in this Addendum #1, capitalized words and phrases used in this Addendum # 1 have the meanings assigned to them in the RFP.

**Part 1**

1.1. The "Deadline for Submitting Proposals" under the RFP is changed to 3:00 p.m., local time, September 10, 2010.

1.2. The City encourages potential Respondents to propose significant capital improvements to the Lloyd Hall Café. The City understands that the Concessionaire would want the assurance of a long-term agreement in order to recapture its capital investment. Therefore, the City has determined to offer an Initial Term under the Concession Agreement of five years, with an additional five-year Renewal Term. Accordingly, Section 3.1 of the RFP is amended to read as follows:

**3.1 Term of the Concession Agreement**

The "Initial Term" of the Concession Agreement will start on the date the City executes the Concession Agreement and all the conditions set forth in Section 7.3 of this RFP have been completely satisfied (the "Commencement Date"). The Initial Term is five years and expires at 5:00 p.m. the day before the 5<sup>th</sup> anniversary of the Commencement Date. The City, at its sole discretion, may renew the Concession Agreement for a five-year period (the "Renewal Term"). If the City desires to renew the Concession Agreement, then the City will consult the Concessionaire at least 180 days before expiration of the Initial Term to renew the Concession Agreement.

1.3. Section 3.8.2 of the RFP contained a word processing error and omitted some words. As corrected, the Concessionaire's promotional material must clearly state that the café "is a Fairmount Park property operated by Philadelphia Parks & Recreation." Therefore, for example only, the Concessionaire's promotional material could read as follows: "The Boathouse Row Café at Lloyd Hall is a Fairmount Park property operated by Philadelphia Parks & Recreation."

1.4. Sections 3.14.2.1 of the RFP is deleted and Section 3.14.2 of the RFP is amended to read as follows:

3.14.2 The Concessionaire, or its contractors or subcontractors, may serve alcoholic beverages in the Rental Facilities for private events. It is a condition precedent to the right of the Concessionaire and its contractors and subcontractors to serve alcoholic beverages during events in the Rental Facilities that they have all permits and licenses required under Applicable Laws for the serving of alcoholic beverages. For purposes of this RFP and the Concession Agreement, liquor and malt or brewed beverages are those beverages defined as liquor or malt or brewed beverages in the Pennsylvania Liquor Code, currently codified at 47 P.S. §§ 1-101 et. seq.

1.5. Section 6.2.4 of the RFP is amended to insert an additional numbered requirement (12) and now reads as set forth below. (The inserted requirement is identified by underline. No other changes are made to the section.)

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

1. Signed cover letter;
2. Description of company profile, organization, and personnel (see 6.4);
3. Management Experience and Qualifications, and at least three references (see 5.2 and 6.4.7);
4. Completed Solicitation for Participation and Commitment Form (see 6.5);
5. Financial Information (see 6.6);
6. Statement of Understanding of the Purpose of this RFP (see 6.7);
7. Completed Concession Fee Proposal Form (see 6.8);
8. Completed Rental Fee Schedule Proposal Form (see 6.9);
9. Facility Improvement Plan, if applicable (See 6.10);
10. Pro-Forma (see 6.11);
11. Operating Plan (see 6.12).
12. Statement of Intended Public Opening Date of the Cafe.

1.6. Section 8.2.1 of the RFP is amended to insert a new subsection 8.2.1.6 and now reads as follows, with newly inserted words identified by underline:

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

8.2.1.1 Demonstrated experience at operating facilities that are similar in size and nature to the Lloyd Hall Café.

- 8.2.1.2 Proposed Concession Fee and Facility Improvement Plan.
- 8.2.1.3 Financial capacity to perform the services required by the RFP and presented in the Respondent's Proposal.
- 8.2.1.4 The proposed Operating Plan.
- 8.2.1.5 Menu quality, variety and range of pricing points.
- 8.2.1.6 M/W/DSBE participating percentages.
- 8.2.1.7 Any other factors the Selection Committee considers relevant to the evaluation to the Proposal.

1.7. **Appendix 8** "Participation of Minority, Woman and Disabled Owned Business Enterprises Participation in City Contracts" is amended and now reads as provided in Exhibit A.1 of this Addendum #1.

## Part 2

2.1 In accordance with the RFP, Philadelphia Parks & Recreation ("Department") conducted a mandatory Pre-Proposal Meeting at Lloyd Hall on August 3, 2010. At the meeting, attendees asked questions about the RFP and Lloyd Hall. Also, some potential Respondents submitted questions in writing to the Department. This Addendum # 1 incorporates into the RFP questions from the Pre-Proposal Meeting and questions submitted to the Department in writing and the Department's answer to each question.

**Question No. 1:** Will the City provide the last six years of information related to Form B and Form C of the RFP?

**Department Answer:** The most recent operator of the Café, from July 2005 through March 2010, was required to pay the monthly sum of \$250 for the months of November through April and \$1,000 for the months of May through October.

From 1998 to 2004, the Lloyd Hall Café was operated under a concession agreement providing multiple food and beverage service locations throughout the Fairmount Park system. That concession agreement required the concessionaire to pay a percentage of gross revenue to the City. The City does not have a breakdown of concession fees by concession location under that agreement.

**Question No. 2:** Can the City provide the financial information and or revenues of previous concessionaires?

**Department Answer:** The City and the Fairmount Park Conservancy did not receive financial information about the most recent café operator's revenues from operation of the Lloyd Hall Café, which covers the period from July 2005 through

March 2010.

Prior to 2005, from 1998 through 2004, the Fairmount Park system-wide concessionaire provided combined financial information for several concessions. The City does not have financial information related specifically to the Lloyd Hall Café for that period and cannot determine it in any meaningful way.

**Question No. 3:** Will the City provide the last six years of OEO participation for previous concessionaires?

**Department Answer:** From September 2005 through March 2010 the operator of Lloyd Hall operated under a sub-license agreement with the Fairmount Park Conservancy that did not provide specific recommendations for participation by minority, women, or disabled-owned businesses.

**Question No. 4:** Can the City increase the participation ranges for minority, women, and disabled-owned businesses under the RFP and remove the word “or” from the participation requirements between the ranges for minority-owned and women-owned businesses?

**Department Answer:** The City’s Office of Economic Opportunity (“OEO”) has changed the range of participation goals under the Concession Agreement for minority, women, and disabled-owned businesses to be consistent with participation ranges that the OEO now requires generally for projects in the City. The OEO also eliminated the word “or” from the participation range goals. See Part 1.7 of this Addendum and the accompanying Exhibit A.1.

**Question No. 5:** Will the percentage participation requirements for minority, women, and disabled-owned businesses be considered for the selection criteria?

**Department Answer:** The percentage participation ranges are not strict requirements. Rather, they are goals the City hopes the Concessionaire, based on its Proposal as Respondent, will achieve for the participation of minority, women, and disabled-owned businesses under the Concession Agreement. Each Respondent is required, however, to use its “Good Faith Efforts” to achieve those goals.

If a Respondent cannot achieve the participation goals, the Respondent must explain the efforts it used to try and achieve the participation goals. A Respondent’s achievement of the participation goals, or its demonstration of its Good Faith Efforts to achieve those goals, will be one factor in the City’s selection of a Respondent to be the Concessionaire.

See Part 1.7 of this Addendum below and the accompanying Exhibit A.1 for a more detailed explanation of the percentage participation goals and what is considered “Good Faith Efforts” to achieve those goals.

**Question No. 6:** Can you provide a copy of the list of attendees for the Pre-Proposal Meeting?



**Department Answer:** Yes. A copy of the sign-in sheet from the Pre-Proposal Meeting is attached as Exhibit A.2 to this Addendum. The list includes the attendees' contact information.

**Question No. 7:** Can you provide contact information for previous operators of the Lloyd Hall Café?

**Department Answer:** Yes. The contact information for the most recent operator of the Lloyd Hall Café is:

Michael A. Karloutsos  
MAK Consulting  
712 Pemberton Street  
Philadelphia, PA 19147  
[michael@thewaterworksrestaurant.com](mailto:michael@thewaterworksrestaurant.com)  
[www.thewaterworksrestaurant.com](http://www.thewaterworksrestaurant.com)

The City believes that the organization which was the concessionaire who operated the Lloyd Hal Café from 1998 through 2004 no longer exists.

**Question No. 8:** Is the Concessionaire required to hire union employees or match union wages?

**Department Answer:** No.

**Question No. 9:** Can we name the café something other than "Lloyd Hall Café" and substitute that marketing language?

**Department Answer:** Yes, the Concessionaire may use a different name than "Lloyd Hall Café," but the new name must refer to the location of the café (for example only, "Boathouse Row Café at Lloyd Hall"). Please see Part 1.3 of this Addendum above about the statement that the Concessionaire is required to include in its promotional materials, whatever name the Concessionaire chooses to call the café.

**Question No. 10:** Would an RFP be required after the third, final Renewal Term of the Concession Agreement (that is, after four years of operation)?

**Department Answer:** Yes, after the Term of the Concession Agreement expires, including any Renewal Term, the City intends to issue a new RFP for a person or firm to operate the café. The Concessionaire under this RFP may submit a new proposal at that time. Please note, however, that the Term of the Concession Agreement has been changed by Part 1.2 of this Addendum above.

**Question No. 11:** What are the criteria for renewing the Concession Agreement after the Initial Term?

**Department Answer:** The Term of the Concession Agreement has been changed by Part 1.2 of this Addendum above. The criteria for renewing the Term are described in Part 1.2 as well.

**Question No. 12:** Can the Concessionaire approach City Council with a request to during any Term of the Concession Agreement to extend the contract greater than four total years?

**Department Answer:** No. While City Council approval is needed initially for the City to enter into any concession agreement with a term greater than one year, City Council does not have the power to extend the term of a concession agreement.

**Question No. 13:** Are there any plans to regulate illegal vendors near or in close proximity to Lloyd Hall?

**Department Answer:** Park Rangers of the Department and other Department staff members require illegal vendors to immediately leave the site when they are observed operating in a Fairmount Park location. Authorized park vendors receive a written permit which they must clearly display at their vending location at all times.

The Department's Property and Concessions Management Division works with the Philadelphia Department of Licenses and Inspections and the Philadelphia Police Department to report and take action against illegal vendors. Repeat offenders may have their goods and vending cart(s) confiscated. Property and Concessions Management is also working with the Department of Licenses and Inspections on possible regulatory and policy changes to improve the Department of Licenses and Inspection's ability to manage and respond to illegal vending at Fairmount Park locations.

The City, however, cannot guarantee that it will immediately detect all illegal vendors or be able to cause them to be immediately removed from their vending location.

**Question No. 14:** Can the City please disclose the contract terms with the food vendors operating in front of Boathouse Row and the Philadelphia Museum of Art, respectively?

**Department Answer:** Yes, those contract terms are set forth immediately below.

Boathouse Row Food Vendor

The vendor has operated for more than 10 years in front of the boathouses on Kelly Drive. The vendor operates there from May through November each year. He provides beverages, soft pretzels and candy. The Department authorizes the vendor to operate at this location in exchange for his providing 15% of gross monthly revenues. The vendor paid \$3,680 in fees to operate at this location in calendar year 2009.

Philadelphia Museum of Art Food Vendor

The vendor operates in the vicinity of the Rocky statue in front of the Philadelphia Museum of Art under the terms of a competitively bid concession agreement, now in its second year. He is permitted to sell hot dogs, water ice, and cold beverages. The vendor pays \$1,000 a month from March through November to operate at that location.

The City does not believe that either of these vendors are significant competitors to a full service café operation at Lloyd Hall Café.

**Question No. 15:** Can the City provide a list of approved vendors?

**Department Answer:** A description of the vendors who operate in the vicinity of Lloyd Hall is provided above in the answer to Question No.14.

**Question No. 16:** Can the Concessionaire sell liquor on a daily basis as opposed to just special events?

**Department Answer:** Currently the sale of liquor or malt or brewed beverages on a daily basis at Lloyd Hall is not permitted. Respondents, at their sole discretion, may include in their Operating Plan the sale of non-event liquor or malt or brewed beverages on a daily basis. However, Proposals, specifically the Respondent's Pro-Forma, should not include the assumption for sale of liquor or malt or brewed beverages on a daily basis. The City will evaluate Proposals based on the assumption that liquor or malt or brewed beverages on a daily basis is not permitted. See Part 1.4 of this Addendum for additional information.

Under RFP Section 4.4 and RFP **Appendix 7**, Section 3.A.vi, if the Concessionaire will sell, serve, or otherwise distribute alcoholic beverages in the Rental Facilities the Concessionaire shall obtain and maintain Liquor Liability Insurance, as more specifically provided in Section 4.4 and **Appendix 7**. The same requirements specified in Section 4.4 of the RFP and **Appendix 7** shall also apply to the sale of liquor or malt or brewed beverages on a daily basis at Lloyd Hall.

The City strongly recommends that each potential Respondent consult the Pennsylvania Liquor Control Board or the Respondent's private attorney for information about appropriate licensure and permits

**Question No. 17:** Is liquor allowed at Lloyd Hall?

**Department Answer:** Please see Question No.16 above and the corresponding answer regarding the Concessionaire's right to sell or serve alcoholic beverages in the Lloyd Hall Café.

**Question No. 18:** Can a year round liquor license be obtained under a non-profit liquor

license?

**Department Answer:** Please see Question No. 16 above and the corresponding answer regarding the Concessionaire's right to sell or serve alcoholic beverages in the Lloyd Hall Café. The City strongly recommends that each potential Respondent consult the Pennsylvania Liquor Control Board or the Respondent's private attorney for information about appropriate licensure and permits to serve or sell alcoholic beverages as permitted under RFP Section 3.14.2.1.

**Question No. 19:** Will the City support a "BYOB" operation at Lloyd Hall?

**Department Answer:** The City understands "BYOB" to mean "bring your own beer" or "bring your own booze." See Question No. 16 and the corresponding answer regarding the Concessionaire's right to sell or serve alcoholic beverages in the Lloyd Hall Café. The City strongly recommends that each potential Respondent consult the Pennsylvania Liquor Control Board or the Respondent's private attorney for information about the permissibility of BYOB operations at the Lloyd Hall Café and appropriate licensure and permits. The City also reminds Respondents to review the insurance requirements in Section 4.4 and **Appendix 7** to the RFP.

**Question No. 20:** Will the City commit in the Concession Agreement to support the Concessionaire's application to obtain a special event catering liquor license?

**Department Answer:** Yes. The City will include a provision in the Concession Agreement that the City will support the Concessionaire's application for the appropriate liquor license or permit.

**Question No. 21:** Have concessionaire vendors' MAGs (minimum annual guarantees) been renegotiated in the past, and can they be renegotiated for this contract after the first year of operation?

**Department Answer:** The annual payment for the most recent operator of the Lloyd Hall Café was not negotiated. Many aspects of the park-wide concession agreement of 1998 were negotiated, but those negotiations took place so long ago that Department staff do not have useful information about those negotiations.

The City does not intend to renegotiate the MAG set forth in the RFP. Respondents are free to propose a MAG greater than the minimum annual guarantee specified in the RFP; that is, a MAG in excess of \$10,000 per year.

Nevertheless, after the first year of operation, the City, at its sole discretion, may consider a request from the Concessionaire to renegotiate the MAG so long as the Concessionaire provides the City with documentation supporting a renegotiation of the MAG.

**Question No. 22:** Will the City give preference to a Respondent whose residency or business is in Philadelphia?

**Department Answer:** No.

**Question No. 23:** Is there a plan for amortization of furniture, equipment and or fixtures and potential buyout of the Concessionaire at the Concession Agreement Ending Date?

**Department Answer:** No. Under RFP Section 6.10.2, all furniture and equipment purchased for the Café by the Concessionaire remains the property of the Concessionaire. Capital improvements to the Cafe and fixtures become the property of the City upon completion or installation. The City does not intend to buyout any equipment, capital improvements, or fixtures provided by the Concessionaire. Please see Section 3.5.3 of the RFP for additional information about fixtures.

Please note, however, that under Part 1.2 of this Addendum the City has changed the Term of the Concession Agreement to allow much more time for the Concessionaire to recapture its capital investment in the Café.

**Question No. 24:** Can the City provide a schedule of events that took place during the previous calendar year?

**Department Answer:** A list of special events that took place at or in proximity to Lloyd Hall during calendar year 2009 is set forth in **Appendix 4** of the RFP.

**Question No. 25:** Can the City provide a current schedule of community events?

**Department Answer:** Yes. A schedule of community events held at Lloyd Hall this year is set forth in Exhibit A.3 of this Addendum # 1.

**Question No. 26:** Will the City provide access to Lloyd Hall for a tour of the facility prior to the Deadline for Submitting Proposals?

**Department Answer:** Yes, Respondents may schedule a tour of Lloyd Hall prior to the Deadline for Submitting Proposals by contacting Marc Wilken, Project Manager, at [marc.wilken@phila.gov](mailto:marc.wilken@phila.gov) or by telephone at 215-683-0232.

**Question No. 27:** Is the Concessionaire permitted to erect exterior signs at Lloyd Hall?

**Department Answer:** Under Section 3.15 of the RFP, the Concessionaire shall not at any time erect, hang, or paint any sign on or about the interior or exterior of Lloyd Hall without the prior approval of the Commissioner. The Commissioner, through Department officials, intends to work with the Concessionaire to determine the location and design of signs to promote and market the Café to park users and passersby.

**Question No. 28:** Do approvals by the Philadelphia Art Commission and L&I (the Philadelphia Department of Licenses and Inspections) apply to Section 3.15 of the RFP?

**Department Answer:** Yes.

**Question No. 29:** How will utilities be handled in the shared spaces?

**Department Answer:** Under RFP Section 3.7.2, the Concessionaire shall promptly pay all charges and fees when and as they become due for all public utilities and utility service used at the Café, including but not limited to: gas, steam, heat, light, electricity, telephone, sewer rents, water meter and water charges. Because only the Kitchen and Indoor Dining Room are separately metered for gas and electric services, however, the Concessionaire is only responsible, for paying those separately metered gas and electric services. See RFP Section 3.7 of the RFP for additional information.

**Question No. 30:** Does the City have data available for utility usage at Lloyd Hall?

**Department Answer:** No.

**Question No. 31:** Are there limitations to structural improvements at Lloyd Hall?

**Department Answer:** No. Under RFP Section 6.10, each Respondent must provide information about all fixed equipment, non-fixed equipment and/or improvements the Respondent plans to make at Lloyd Hall during the Initial Term of the Concession Agreement, which are defined as the “**Facility Improvement Plan**”. The City also encourages each Respondent to include in its Proposal information about long-term capital improvements that would enable the Concessionaire to better serve park users. See Section 6.10 of the RFP concerning improvements to Lloyd Hall.

**Question No. 32:** Can the City provide an image of the design for the planned bridge to the island across from Lloyd Hall.

**Department Answer:** Yes. Please see Exhibit A.4 of this Addendum #1 for images of the bridge design.

**Question No. 33:** Can the Concessionaire offer the Lloyd Hall gymnasium for rent for special events?

**Department Answer:** No.

**Question No. 34:** From 1998 to 2004, the former café operators hosted and served approximately eight special events per year. Can you provide statistical data for those events?

**Department Answer:** No. The City no longer has information about special events held at Lloyd Hall from 1998 to 2004.

**Question No. 35:** Of the approximately 80 late afternoon meetings held at Multi-

Purpose Room in 2009, what percentage were Lloyd Hall or City events? And what percentage were prior vendor's private events?

**Department Answer:** The majority of the 80 meeting events that took place in the Multi-Purpose Room during 2009 were community organized events; the City believes that only two or three were private functions. None of the community organized meetings or private events were scheduled or catered by the previous Lloyd Hall Café concessionaire.

**Question No. 36:** Does the concessionaire have to charge a rental fee for the facilities?

**Department Answer:** No. The Concessionaire is not required to charge a rental fee for the Rental Facilities and should indicate this business decision on Form C.

**Question No. 37:** When access to public parking at Lloyd Hall is reduced for special events, can the Concessionaire place a temporary stand near the event premises?

**Department Answer:** Although access to public parking at Lloyd Hall may be limited during some special events, the Lloyd Hall Café may remain open to serve park users and event attendees. Some special event sponsors provide opportunities for food service and other types of vendors to operate a booth or vending cart at the site of the event. The Concessionaire may contact a special event sponsor directly for permission to provide a temporary food service stand or cart at the site of the special event.

**Question No. 38:** Is the kitchen and equipment considered "move in" ready and fully functional? If not, would the City be willing to pay to fix or replace the equipment they own?

**Department Answer:** The City makes no representations or warranties about the state of readiness or functionality of the kitchen or the equipment at the Lloyd Hall Café. The Concessionaire shall accept the use of the Lloyd Hall Café and all the equipment in it in its "AS IS" condition. The Concessionaire at its sole cost and expense shall pay to fix or replace equipment in the Kitchen. Refer to RFP Sections 3.5 for additional information.

**Question No. 39:** Since RFP Section 1.5 states each Respondent "must demonstrate substantial experience in managing and operating a café and the financial capacity to operate and manage the Café at the highest level," what is defined as the highest level? Can you please give examples of what is expected?

**Department Answer:** By "highest level" of operation and management of the Café, the City means that it seeks a Concessionaire that can operate the Café to meet – or even exceed – the needs and desires of park users and visitors with excellent food, beverages, and service. Also, the City wants a Concessionaire that operates and manages the Café so that the Café itself attracts people to it and to

East Fairmount Park.

The City asks that Respondents provide a description of their professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals or firms with that expertise. Respondents must also provide information that substantiates their ability to fund the Facility Improvement Plan and to provide sufficient working capital to support Café operations. See RFP Section 6 regarding Proposal Submission Requirements for additional information.

**Question No. 40:** The Concessionaire would be required to maintain security within the Café. Does that imply video surveillance, security guard, or both?

**Department Answer:** No, the RFP does not require that the Concessionaire provide specific security measures. The Concessionaire shall determine what measures are necessary or prudent to fulfill its obligations under RFP Section 3.16 to maintain security at the Café and Lloyd Hall.

**Question No. 41:** Would the Concessionaire have the opportunity to negotiate the terms of paragraphs one and two of Appendix 7 of the RFP regarding "Indemnification, Release and Insurance" before starting the Concession Agreement? It seems the Concessionaire will be 100% responsible for any and all claims including those situations where insurance may not protect the Concessionaire's interest.

**Department Answer:** As provided in Section 6.14 of the RFP, "a Respondent may state objections to the requirements of this RFP. Any objections must be stated in a separate section of the Proposal, must identify the specific provisions and language of this RFP that Respondent objects to, must state the reason(s) for each objection, and must propose alternative provisions." Refer to RFP Section 6.14 for additional information.

**Question No. 42:** During the Term of the Concession Agreement and or for a period of time after the Concession Agreement Ending Date, in the event of an audit, would the Concessionaire or the City will be responsible for paying the cost of an audit?

**Department Answer:** The City is responsible only for the cost it incurs to conduct routine audits of the Concessionaire's Books and Records. The Concessionaire shall at its sole cost and expense pay to prepare Accounting Reports and other reports required under the RFP and Concession Agreement as well as responding to the City's routine inquiries to the Concessionaire for financial and other information.

**Question No. 43:** Can you provide a sample of a full service café menu dated 2004?

**Department Answer:** No. The City does not have a full service café menu from Lloyd Hall Café operations from 2004.



**Question No. 44:** Can you please provide an example of the rental fee schedule(s) for your rental facilities for 2009-2010?

**Department Answer:** No. The most recent operator of the Café did not solicit opportunities for renting the facility.

**Question No. 45:** Did the former food service vendor have a standing union contract; and if so, is that contract grandfathered for the Concessionaire? If so, can you provide a copy of the union bargain contract?

**Department Answer:** The City believes that the most recent operator of the Lloyd Hall Café did not have a standing union contract.

**Question No. 46:** Does City staff clean the public areas of the Café and around exterior decks or is the Concessionaire required to do so?

**Department Answer:** The Concessionaire shall clean and maintain the facilities identified in Section 2.5.1 of the RFP. The Concessionaire also shall clean and maintain the facilities identified in Section 2.5.2 of the RFP as the Concessionaire uses them in connection with its operation of the Café.

**Question No. 47:** Will City staff clean the Rental Facilities or is the Concessionaire required to do so?

**Department Answer:** See the answer to Question No.46.

**Question No. 48:** Is the Concessionaire responsible for cleaning public restrooms available for park users?

**Department Answer:** No.

**Question No. 49:** Can a non-minority business subcontract with a certified or non-certified minority owned business in order to be considered as a potential bidder? If so, can you give an example of what is the criteria used?

**Department Answer:** The City will enter into to a concession agreement only with the Café operator. The City will not entertain any Proposal that is based on a subcontract agreement with the person or organization that will actually operate the Café. A Respondent may, however, be a partnership, joint venture, or other form of business association between a non-minority-owned business and a minority-owned business. For a business to count toward the participation goals established by the OEO, the business must be certified by the OEO. See Part 1.7 and Exhibit A.1 to this Addendum #1 for more information.

**Question No. 50:** Does each page of the Proposal need to be initialed?

**Department Answer:** No.

Exhibit A.1

**AMENDMENT: APPENDIX 8 “PARTICIPATION OF MINORITY,  
WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES  
PARTICIPATION IN CITY CONTRACTS”**

**City of Philadelphia**  
**Office of Economic Opportunity (OEO)**  
**Mayor's Executive Order 02-05**

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**INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE PARTICIPATION OF  
MINORITY, WOMEN AND DISABLED  
BUSINESS ENTERPRISES (M/W/DSBEs)  
on City Concession Contracts**

The Concession Agreement is subject to the **Mayor's Executive Order 02-05**. By this memo, the following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the OEO Office) are incorporated in and made a part of any contract resulting from this bid.

Each Respondent is subject to the provisions of Mayoral Executive Order 02-05. Each Proposal must respond to the requirements specified in this bid for participation in the Concession Agreement by Minority Business Enterprises ("**MBE**"), Woman Business Enterprises ("**WBE**") and Disabled Business Enterprises ("**DSBE**"; collectively with MBE and WBE, "**M/W/DSBEs**") as those terms are defined in Executive Order 02-05.

Each Respondent must submit a "**Solicitation for Participation and Commitment Form**" ("**S & C Form**") that identifies its solicitations and any commitments Respondent made with M/W/DSBEs to participate in the Concession Agreement. Each Respondent must also submit documentation of its "Good Faith Efforts" to achieve those commitment goals. "Good Faith Efforts" are more fully described below.

The information in this memo, the S&C Form identifying a Respondent's solicitations and commitments of M/W/DSBEs, and documentation of a Respondent's Good Faith Efforts, must be submitted with the Respondent's Proposal. The OEO may request those documents as well as any additional or clarifying information at any time prior to award of the Concession Agreement. The submission of the S & C Form and documentation of a Respondent's Good Faith Efforts is an element of responsiveness to this RFP and a Respondent's failure to do so may result in the rejection of the Respondent.

By submitting a Proposal with the S & C Form and evidence of its Good Faith Efforts, a Respondent certifies that all forms, information and documentation it submits to the OEO are true and correct. The submission of false information by a Respondent is subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

## **M/W/DSBE PARTICIPATION**

<b>MBE Range -</b>	<b>15% TO 25%</b>
<b>WBE Range -</b>	<b>10% TO 15%</b>
<b>DSBE Range -</b>	<b>BEST EFFORTS</b>

## **GOOD FAITH EFFORTS**

Under the authority of the Mayor's Executive Order 02-05, in addition to participation ranges, this bid is subject to the requirement for Good Faith Efforts to include MBEs, WBEs and DSBEs in the Concession Agreement. "Good Faith Efforts" are efforts whose scope, intensity and appropriateness would reasonably be expected to achieve meaningful M/W/DSBE participation in the Concession Agreement. "Good Faith Efforts" include but are not limited to:

1. Efforts made to solicit through all reasonable and available means the interest of OEO-certified businesses that have the capability to perform the work detailed in the RFP. Those efforts include use of the OEO Directory of Certified Firms, attendance at any pre-proposal meetings, advertising in minority focused publications, written mailings to certified M/W/DSBEs. Each Respondent should determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations.
2. Efforts made to allocate a portion of the services under the Concession Agreement to an MBE, WBE, and/or DSBE even when the Respondent might otherwise prefer to perform these services with its own forces. The OEO may consider for approval a joint venture arrangement between a Respondent and a M/W/DSBE for performance of the Concession Agreement. Any joint venture arrangement must identify the M/W/DSBE's division of work and its share in risk and profits. Those arrangements must be memorialized in writing and are subject to the OEO's approval.
3. Evidence that Respondent has provided interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the Concession Agreement in a timely manner and to assist them in responding to a solicitation.
4. Efforts to assist interested M/W/DSBEs in obtaining any necessary licensure, obtaining lines of credit, manufacturer training, and access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the services.
5. Efforts made to negotiate in good faith with interested M/W/DSBEs. A Respondent using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the City's

Antidiscrimination Policy into consideration.

6. Efforts to provide an appropriate balance of both certified MBEs, WBEs and DSBEs in the project.

**A. Solicitation for Participation and Commitment.**

The Solicitation For Participation and Commitment Form – the S & C Form – must contain:

1. The company name, address, contact name, telephone number, fax number and OEO certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If a Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBEs, or if a Respondent makes solicitations of MBE(s), WBE(s) or DSBEs but receives no quotations, those MBE(s), WBE(s) or DSBEs must also be identified on the S & C Form.
2. A detailed description of the services or supplies for which the Respondent made the solicitation and the quotation it received for each MBE, WBE or DSBE. The description must include each service or the supply for which the solicitation was made and quoted for (if it received a quote), and describe the service or supply effort as it relates to a distinct element of the Concession Agreement as determined by the Respondent. Each Respondent should avoid using one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
3. Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom the Respondent has a commitment intends to subcontract more than 10% of the work described, each Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s), identify whether it is or is not an MBE, WBE or DSBE, describe the services, and the dollar amount of the subcontracted services. In the case of service contracts, the measure of 10% of the work does not including the cost of materials, equipment or supplies incident to the performance of services.
4. The dollar amount and percentage of commitment made reflected by the quotation provided to the Respondent by each identified MBE, WBE and/or DSBE.
5. If the Respondent solicited MBEs, WBEs, and/or DSBEs but did not obtain any commitments or did not receive any quotes, name of each MBE, WBE, and DSBE the Respondent solicited and the reason(s) the Respondent did not receive any commitment or quote.

Upon completing its S & C Form(s), each Respondent must indicate at the bottom of each form the total percentage commitment made to the type of business; that is, to MBEs, WBEs, and DSBEs.

## **B. Documentation of Good Faith Efforts**

Each Respondent must document its Good Faith Efforts by submitting a brief narrative, on its company's letterhead, explaining all of Respondent's efforts made to solicit M/W/DSBE participation in the Concession Agreement. At a minimum, the narrative must contain and discuss the following:

1. If no commitment resulted from Respondent's solicitation(s), what good faith efforts were made and why they were unsuccessful. Describe the type of service or supply that Respondent made solicitations for.
2. Whether Respondent attempted to negotiate price and scope with any interested M/W/DSBEs. Include specific information and attach any dated price quotations and correspondence.
3. Whether Respondent offered any business assistance to M/W/DSBEs (for example, introduction to a manufacturer, help to obtain access to a line of credit, etc.).
4. Whether Respondent provided information to M/W/DSBEs about the scope of work required.
5. Whether Respondent is awarding or subcontracting any service or supply in connection with the Concession Agreement to a non-M/W/DSBE. If so, why. Identify the name of each firm given the award or subcontract, provide the each firm's quotation and any price adjusted quotations, the scope of work, and the firm's experience providing that type of work.

## **C. Evaluation of Good Faith Efforts**

OEO will review each Respondent's submission and any other evidence OEO deems relevant to its determine whether each Respondent made Good Faith Efforts to include M/W/DSBEs in contracting opportunities associated with the Concession Agreement. OEO will make a recommendation to the head of the operating department for which the City issued the RFP (or the department head's designee). If the head of the department, after review of the OEO's recommendation and supporting documentation, concurs that a Respondent did not make Good Faith Efforts, then that Respondent will be deemed not responsible and its Proposal will be rejected.

## GENERAL PROVISIONS

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the OEO in accordance with Executive Order 02-05 in order to receive consideration towards a Respondent's Good Faith Efforts.
2. M/W/DSBE subcontractor(s) must perform a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when (a) it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP); (b) the distinct element is worthy of the dollar amount of the subcontract value; and (c) where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices, and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during OEO's review of the S & C Form that the work described on the form relating to an MBE, WBE, or DSBE does not constitute a CAF, the participation of that MBE, WBE, or DSBE will not be considered in the evaluation of the Respondent's Good Faith Efforts.
3. Listing of an M/W/DSBE as a subcontractor on the S & C Form is a Respondent's representation that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Respondent has made a binding commitment with the firm prior to the submission of the S & C Form. A listing is also a Respondent's representation that if awarded the Concession Agreement the Respondent will subcontract with the listed firm(s) for the work described and for the dollar and percentage amount(s) set forth on the S & C Form, unless the City alters the scope of services prior to the start of the Concession Agreement. The Concessionaire shall maintain M/W/DSBE percentage commitments throughout the term of the Concession Agreement, and the percentage commitments apply to the total dollar amount of the Concession Agreement and any additional increases.
4. If a Respondent has entered into a joint venture arrangement with an MBE, WBE or DSBE, the following criteria must be met:
  - a. The MBE, WBE or DSBE partner(s) must be certified by the OEO;
  - b. The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
  - c. The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the Concession Agreement, including but not limited to the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;

- d. The business arrangement must be customary (that is, each partner contributes working capital and other resources, shares in the risk and profits of the joint venture commensurate with their ownership interests, etc).

If a Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a “**Joint Venture Eligibility Information Form**” (available at the OEO Office). The form should be submitted with the Respondent’s Proposal. OEO will review the form for approval or disapproval of the joint venture arrangement under the criteria discussed above. If the joint venture arrangement is not approved by the OEO, the arrangement will not be considered in the evaluation of the Respondent’s Good Faith Efforts.

5. In calculating the percentage of participation by an M/W/DSBE, each Respondent must apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.
6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (for example, an MBE and WBE, or an MBE and DSBE, or a WBE and DSBE), will only be credited in one category (that is, either as an MBE), a WBE, or a DSBE. Each Respondent must designate on its S & C Form which category each firm is submitted for consideration.
7. The OEO’s certification of a business is not a representation by OEO of the firm’s financial or technical ability to perform any specified work. The City reserves the right to evaluate a firm’s ability to satisfy financial, technical or other criteria separate and apart from the OEO’s certification before or after selection of the successful Respondent or award of the Concession Agreement.
8. If a Respondent is a certified M/W/DSBE submitting a bid as a prime, the Respondent must still respond to the OEO requirements specified in this bid and demonstrate its Good Faith Efforts.
9. Except as otherwise provided in this memo, a Respondent may not change the participation arrangements specified on its S & C Form or Joint Venture Eligibility Information Form, including but not limited to the firms listed, the work described, and the dollar and percentage amounts listed.
  - a. Following execution of the Concession Agreement, the Concessionaire may, under appropriate circumstances and with the prior written approval of the OEO, make changes or modifications to the participation arrangements contained in its original Proposal. The Concessionaire must submit a requests for such changes or modifications to the OEO in writing with appropriate justification.



- b. The OEO may from time to time request revised form(s) or other documentation from the Concessionaire to ensure satisfaction of Concessionaire's commitments.
10. If the scope of the Concessionaire's contract is increased by an amendment, the Concessionaire shall maintain the participation levels it committed to on the increased scope of its contract.
11. Concessionaire shall cooperate with the OEO in its compliance monitoring efforts and submit, within the time limits prescribed by the OEO, all documents which may be requested by the OEO, including but not limited to copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. The Concessionaire shall maintain the documents for a period of three years following the City's acceptance of Concessionaire's final payment under the Concession Agreement. The Concessionaire shall submit reports and other documents to the OEO, including reports through IMPACT, the City's electronic payment verification system, as deemed necessary by the OEO to ascertain the Concessionaire's fulfillment of its M/W/DSBE participation commitments.
12. The Concessionaire's compliance with the requirements for M/W/DSBE participation is material to the Concession Agreement. Any failure by the Concessionaire to comply with these requirements is a substantial breach of the Concession Agreement. If the Director of the OEO Neighborhood and Business Services or the Director's designee determines that the Concessionaire has failed to comply with the requirements for M/W/DSBE participation, the City may exercise the remedies listed below, in addition to any other rights and remedies the City may have under the Concession Agreement, any bond or other Proposal Security filed in connection with the Concession Agreement, or at law or in equity, all of which are cumulative and concurrent:
  - a. Terminate the Concession Agreement, in whole or in part.
  - b. Suspend the Concessionaire from proposing on and/or participating in any future City contracts for a period of up to three years.
  - c. Recover as liquidated damages an amount equal to one percent of the total dollar amount of the Concession Fee for each one percent (or fraction of a percent) of the shortfall toward the applicable M/W/DSBE commitment.

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*If you have any questions related to the Contract Provisions, please contact Julie Simmons of the OEO staff at (215) 686-6390 or fax (215) 686- 3878.*

*Attachment: Solicitation and Commitment form*

**Exhibit A.2**

**LIST OF ATTENDEES FOR THE PRE-PROPOSAL MEETING**

Lloyd Hall Pre-Proposal Meeting  
August 3, 2010, 10:30 a.m.

Company Name	Principal(s)	Street Address	Phone	E-Mail	Website
Sedo Sanchez Enterprises	Mercedes Sanchez	1211 N. 2nd ST. Phila PA 19122	517 210 Sedo Sanchez com	215-634-0400 ainalade@aol.com	
Pronobanca	Maya Bhargava	2401 Pennsylvania Ave Philadelphia PA 19106	973-951 5984	MayaBhargava@ johoo.com	
Great Counts Hospitality	Larry Cohen Brooklyn	520 North Columbus 3162 Philadelphia	215 922 3200	John@Moxley Catering.com	
Project HOME	Lisa Kavanagh	1515 Fairmount Ave Philadelphia 19103	215 320 6191	Lisa.Kavanagh (a) ProjectHome.org	projecthome org
Cosmic Catering	Ann De	521 Fairmount Ave Phila PA	215 284 9224	—	
Tobacco Cafe		7629 Germantown Ave	267 253 3968		
MAK Consulting VSA Purchasing Water Works Restaurant	Anastasia Kantantzis	640 Water Works Restaurant Phila. 19130	215.820. 1440	askariboutsos@ gmail.com	
JADA creative	Carl Bullock	950 Mt. Holy Rd. Edgewater PA NJ	609 835-4314 ext 5010		www. JADAcreative .com

09010 609 835

5354

Lloyd Hall Pre-Proposal Meeting  
August 3, 2010, 10:30 a.m.

Company Name	Principal(s)	Street Address	Phone	E-Mail	Website
Consultations Ltd	Bernard Lopez S. Jones	Post Office Box 36779 Phila., PA. 19107	(215) 313-9134	consultationsltd@usn.com	
Frog Commissary	C. STERNER L. STERNER	222 N. 20th ST Phila PA 19103	215- 448-1100	LSSTERNER@ FROGCOMMISSARY.COM	WWW.FROG COMMISSARY.COM
Capriceio Cafe	D. WAGAMAN S. BARRILE	110 N. 16th ST Phila PA 19102	215-735- 9797	David@CapriceioCafe. com	CapriceioCafe. com
Consultant	Hartford JONES	2849 N 27th ST 19132	609 864 4756		
Customs By Mike	Mike Lynch	2040 Lombard ST Phila Pa 19146	215 8608282	Mike@CustomsByMike.com	CustomsByMike.com
CAKES & CANDIES	J. STERNER	29 E BALTIMORE AVE	410 462-6103	<del>CAKES &amp; CANDIES</del> A.D.L. CO.	CAKES & CANDIES.COM
The Budget Green	Claudette MILES	24 South Highland	267 267-5465	womenofwar@ Yahoo.com.	
McNally's Tavern	Joe Pic'	8834 Germantown AVE Phila Pa 19118	215 808-8167	Joe@mcnallystavern.com	- same -

Lloyd Hall Pre-Proposal Meeting  
August 3, 2010, 10:30 a.m.

Company Name	Principal(s)	Street Address	Phone	E-Mail	Website
Cosmic Catering	PEB BOTTO	8229 Germantown Phila, PA	610 324 5256	PEB@cosmicfoods.com	www.cosmicfoods.com
Bomah Asset Mgt.	Hink Beckman	415 Conshohocken State Rte Bala Cynwyd, PA 19004	610-653 8636	Kirk.Beckman@ verizon.net	—
R.A	Jim Demarzo Chris Frey	300 South Lakeside PA 19343	610 846-9007	JDemarzo@ RestaurantAssociates.com	www.R.A. .com
<del>MAX &amp; ME</del>					
MAX+ME	LARRY CHAN BARRY CHAN	520 W. Columbus Blvd SUITE 300 PHILA, PA 19123	215-922 3200	LARRY@MAXANDMECATERING.COM BARRY@	
Trolley Car	Ken Weinstein	2619 Germantown Ave.	215 848- 1133	Ken@trolleycar diner.com	
J. Cabot Catering	Joe Burke	301 Callowhill St Phila., Pa 19123	215 574 0887	JCabotCatering @ad.com	www.jcabot catering.com
JARE'S	Denise Landon	3647 Market Ave Phila, PA	215- 498-6369	DLindsay@Union	

her

**Exhibit A.3**

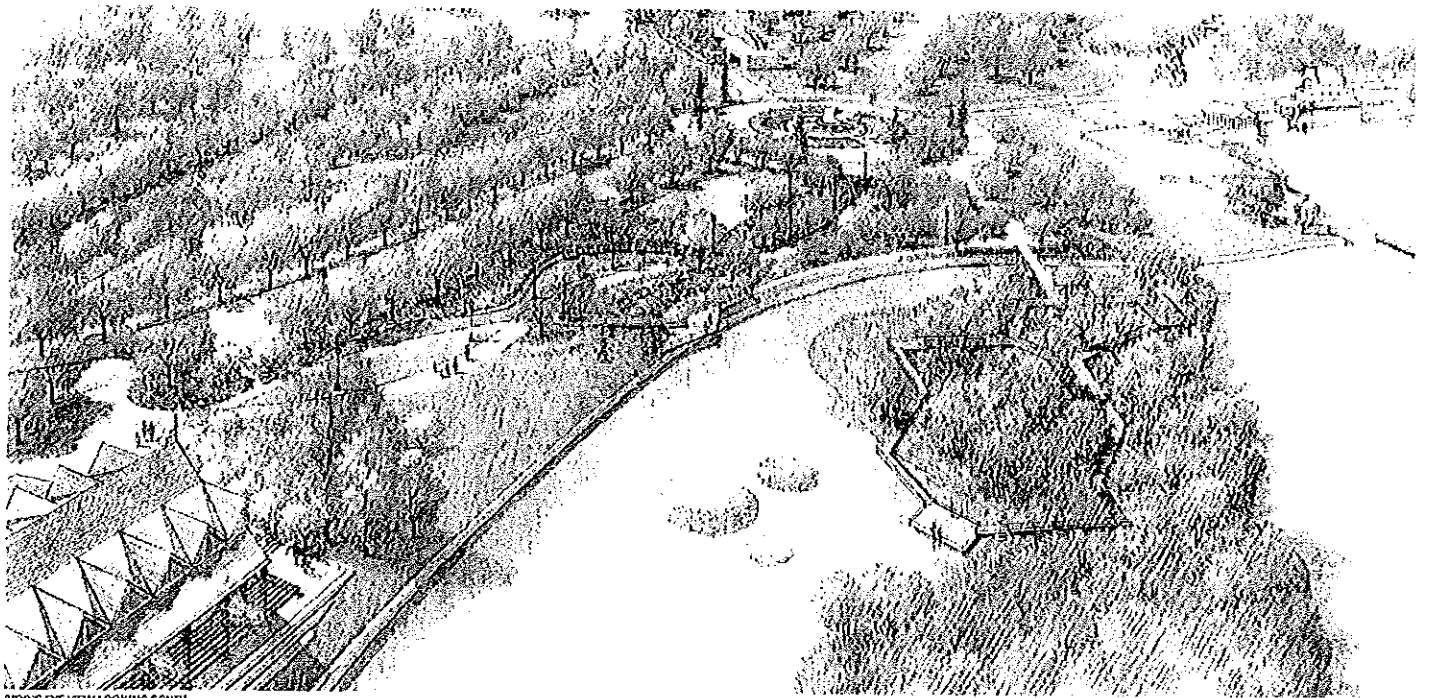
**CURRENT SCHEDULE OF COMMUNITY EVENTS**

Guest	Occupied Space	Event Date	Time
Diamonds and Pearls	Multi-Purpose Room	Every Friday (September - November)	6:00pm - 8:00pm
No Kill Philla	Multi-Purpose Room	First Wednesday of Every Month	7:30pm - 9:30pm
Keepers of the Culture	Multi-Purpose Room	Third Saturday of Every Month	12:00pm - 4:00pm
Fairmount Soccer Association	Multi-Purpose Room	Second Monday (September - December)	8:00am - 9:30am

**Exhibit A.4**

**BRIDGE DESIGN IMAGES**





BIRD'S EYE VIEW LOOKING SOUTH

Conceptual Design Fall 2009



Conceptual Design Fall 2009

**ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF RECEIPT**  
\_\_\_\_\_, 2010

**PHILADELPHIA PARKS & RECREATION  
REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND OPERATION OF  
THE LLOYD HALL CAFÉ**

I have carefully read Addendum No. 1 and certify that I have received all pages listed in Addendum No. 1 for the Request for Proposal for the Management and Operation the Lloyd Hall Café.

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Signature/Title

# EXHIBIT B

# **EXHIBIT B**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**Concessionaire's Proposal**



September 9, 2010

Mr. Marc Wilken  
Park Concessions Manager  
Philadelphia Parks & Recreation  
One Parkway building – 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, Pa 19102

Dear Committee:

It is with pure excitement that I submit the following proposal in response to The City of Philadelphia's, Request for Proposal C-101-11 for the Management and Operation of the Lloyd Hall Café.

Cosmic Catering, LLC feels strongly that the City would reap much more than monetary returns if Cosmic Catering is chosen as the concessionaire for Lloyd Hall Café. Cosmic Catering, been in business since 2000, operating a catering, wholesale and retail sale of prepared foods business out of a 3-day-a-week farmer's market in Chestnut Hill. With the management of Lloyd Hall Café, Cosmic Catering will be realize their 2020 goal of developing a successful triple bottom line business to be owned and managed by our employees.

We believe the time is right for the City of Philadelphia to align itself with a successful triple bottom line, local and sustainable small business. If you agree, Cosmic Café at Lloyd Hall will become a place to enjoy great fresh food in a casual relaxed atmosphere. The Café will highlight the natural surrounding further enhancing this great city asset.

The Cosmic Catering team thanks you for this exciting opportunity. We look forward to presenting our ideas in person.

Sincerely,

Chief/Peg Botto  
Cosmic Catering, LLC





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#### **COMPANY PROFILE, ORGANIZATION AND PERSONNEL (SECTION 6.4)**

Cosmic Catering was formed as an LLC, incorporated in the Commonwealth of Pennsylvania in September, 2000. Peg Botto is the sole owner and operator of the business. The LLC has two members, Chef Peg Botto and her husband Jerry Botto. They reside at 219 East 5<sup>th</sup> Avenue, Conshohocken, PA 19428. Federal ID No 23-3038569.

Copies of Articles of Incorporation are provided as **Appendix 1**.

Along with Peg and Jerry Botto, Cosmic Catering currently employs 2 part-time chefs; 1 full-time chef's assistant; 1 full-time dishwasher/helper, for a total of 5.5 full time equivalent employees. Cosmic Catering also employs a total of 10 experienced food service workers for seasonal catering and festival events.

For the past 10 years, Cosmic Catering has been operating out of the Chestnut Hill Farmers Market and has four established lines of business. Of the \$248K revenue in 2009, prepared foods (eat-in or take-out, 3 days a week) accounted for 50%; Catering for 35%; Festivals 10% and Wholesale 5%.

In 2010 as a result of winning the Fairmount Park's lottery, we added the Cosmic Cart, serving tasty vegetarian fare. If awarded, the License, the Cosmic Cart will serve as a business development feeder for the Café at Lloyd Hall.

Cosmic Catering's current operation is fully serviced out of a 300 sq. ft. kitchen. Upon acceptance of this proposal, we will move our operation from the Chestnut Hill Farmer's Market to the Café at Lloyd Hall. If additional kitchen space is needed to fulfill catering jobs, we will utilize a fully-licensed community kitchen in the city.

#### **MANAGEMENT EXPERIENCE & QUALIFICATIONS (SECTION 5.2 & 6.4.7)**

After graduating with a degree in Finance, from 1978 through 1988, Peg worked as a qualified mentally retarded specialist, where she managed and supervised group homes for special needs adults.

Please refer to Peg Botto's Resume Appendix 2.

As a 1988 graduate of The Restaurant School, Peg began her second career with the goal of owning her own business. After 10 years as lead chef in a variety of food service businesses, in January 2000 Peg formed Cosmic Catering, LLC located in the Chestnut Hill Farmers Market. Peg has developed a strong and growing following of loyal customers. She has remained solvent through the economic challenges



of an ever changing retail landscape. With the addition of Cosmic Café at Lloyd Hall, Peg will be able to realize her long-term goal of turning a well-respected and sustainable company over to her loyal employees.

Jerry Botto ran a successful construction and carpentry business up until 2007, when Peg needed him full-time on the catering business. Jerry can and does utilize his construction and carpentry skills in many aspects of the current business and will be a great asset at Lloyd Hall enhancing the facility while keeping costs low. Jerry also manages the vehicles and works as the expeditor for festivals and catering events, and fills in as-needed.

Reference from the following individuals are provided in Appendix 3

Katherine Gajewski, Director of Sustainability for the City of Philadelphia, One Parkway Building, 1515 Arch Street, 13th Floor, Philadelphia, PA 19102; e-mail: Katherine.Gajewski@phila.gov, 215.686.3495

Patricia Blakeley, Executive Director, The Merchants Fund, 1616 Walnut Street, Suite 802, Philadelphia, PA 19103; e-mail: info@merchantsfund.org, 215.399.1339

Leanne Krueger-Braneky, Executive Director, The Sustainable Business Network of Greater Philadelphia, 1528 Walnut Street, Philadelphia, PA 19102; e-mail: Leanne@sbnphiladelphia.org, 215.922.7400

Ezra Small, Program Assistant, Delaware Valley Green Building Council, One Penn Center, 1617 JFK Blvd., Suite 999, Philadelphia, PA 19103; e-mail: esmall@dvghc.org, 215.399.5790

Susan Pingree, 8711 Shawnee Street, Philadelphia, PA 19118, e-mail: susan.pingree@comcast.net, phone: 215.247.7774

If awarded, Cosmic Catering will replace their Chestnut Hill Market location with the Cosmic Café at Lloyd Hall. The estimated initial investment of capital expenditures and other start-up costs estimated at \$35,000 will be funded through personal funds and a no interest personal loan from a family member.

We expect the revenue from current catering, festivals, wholesale and the cart to continue to increase slightly year over year. This revenue sustains the owners and current employees and will be sufficient, to seed the start-up and growth of the Café at Lloyd Hall.



### **COMPLETED SOLICITATION FOR PARTICIPATION AND COMMITMENT (SECTION 6.5)**

Please see completed Solicitation for Participation and Commitment Form attached as Appendix 4.

Cosmic Catering values diversity and strives to include all currently or formally disenfranchised community members in the service of our community.. Cosmic's current staff includes a racially diverse mix representing all of the races reflected in our city.

In 2011, with or without this award, Cosmic Catering will engage Gypsy Lane Technology, a certified woman- and minority-owned technology agency, to implement an internet marketing campaign that will include an on-line ordering system.

Gypsy Lane Technologies, capability statement is attached as Appendix 5;  
PA MBE Certification as Appendix 6.

If awarded, we will advertise for new employees in neighborhood-based local papers and websites that reach a diverse community. Our vendors are local farmers and small food purveyors. We will continue to outreach to certified woman and minority owned businesses when looking for new vendors.

Cosmic Catering, itself, qualifies as a woman owned business and will pursue certification as appropriate.

### **FINANCIAL INFORMATION (SECTION 6.6)**

See Appendix 7 Cosmic Catering, LLC Financial Statements and Appendix 8 Cosmic Catering, LLC 2009 Federal Tax Return.

Financial statements are provided by our accountant, Bill Ruiz, CPA, Integrity Partners, 1000 Walnut Street, Suite 110, Lansdale, PA 19446 Phone: 215.412.2440

### **CREDIT REFERENCES**

Please contact any or all of the following credit references:

W. E. Ryan, Contact Larry, 2325 North American Street, Philadelphia, Phone: 215.427.3030  
Lancaster Farm Fresh Coop, Contact Casey, 48 Eagle Drive, Leola, PA 17540, Phone: 717.656.3533  
Glengarry Properties, Contact Joan, 300 Hogan Boulevard, Mill Hall, PA Phone: 570.726.7030  
Doug Kogel, Beef Farmer, Telford, PA Phone: 215.732.0398  
Norris Sales, Contact Dana, 1300 Ridge Pike, Norristown, Phone 800.457.7368  
LeBus Bakery, 479 Shoemaker Street, King of Prussia, 610.337.1444



Canada Dry Beverages, Account # 828945, Contact Joan Ext. 4575, 800.533.1991  
Gemini Linens, 610 Public Road, Palmyra, NJ 08065-1716, Phone: 856.786.7776  
Beneficial Savings Bank, 530 Walnut Street, Philadelphia, PA 19106 215.864.6017  
\$2500 Line of Credit, Account # 001514000577

#### CITY CONTRACTS

Cosmic Catering has recently catered two events for the City of Philadelphia, Mayor's Office of sustainability. Katherine Gajewski, Director of Sustainability, City of Philadelphia 215-686-4471

#### **STATEMENT OF UNDERSTANDING (SECTION 6.7)**

The Cosmic Catering team fully understands the goals and objectives of this solicitation. We believe our overlapping goals of attracting customers to the café and visitors to the park will generate sufficient income to share between both partners.

Peg, Jerry and the Cosmic team have developed a loyal and growing following of locavores. We see the movement toward all things green and sustainable accelerating as the city's residents continue to experience the punishing economics of peak oil.

Cosmic Catering will strive to over-deliver to the City by providing extremely high quality, healthy food and beverages in a relaxed and inviting atmosphere to new and current park users. We are confident that our good food and good karma will be one of the main reasons why someone would spend time and return to the Lloyd Hall section of the park.

We believe the Fairmount neighborhood demographic is known for their support of local independent restaurants and will embrace the Cosmic brand. We will also target commuters, pedestrians and out-on-the-town visitors who normally pass through without stopping.

If accepted, Cosmic Catering at Lloyd Hall; in consideration of L&I and the Health Department's process, will target a soft opening on or around February 15, 2011 for a **March 1, 2011 Grand Opening**.

We will operate Cosmic Café at Lloyd Hall, 7 days a week, from 7:00 a.m. to 8:00 p.m. We will monitor park attendance during winter months and adjust the schedule accordingly.

Café managers will wear crisply pressed polo shirts displaying the Cosmic Café at Lloyd Hall logo. Line employees will wear crisply pressed and clean Cosmic Café T-Shirts. Shirts will be provided by the



company. Employees are expected to purchase and wear black trousers or skirts in the winter and khaki trousers or skirts during the summer months.

We strive to develop employees who are polished, professional and outrageously courteous, fun and friendly. Our current crew have become family. This coming January will be the fifth year that most of our crew and even some of our vendors and customers hit the airport with the Botto/Naulty family for a one-week tropical vacation.

Cosmic Catering will install and provide all equipment, material and supplies necessary for the safe, efficient and successful management and operation of the Café.

Please see "Equipment List" attached as Appendix 9.

The Café décor will highlight the river and the beautiful native herbs and edible plants that can be found in and around the Schuylkill River Valley. We plan to create a casual and warm atmosphere, a place of nature, a place to escape to, a destination inviting all visitors to enter, sit, relax and eat.

We will build raised beds around the perimeter of the upper patio. We'll work with park staff to bring in native edible plants and kitchen herbs, as well as native grasses, and flowers to accent the beds.

With our current partners, Foundations, Seeds of Learning, at the Marin Luther King High School Farm we will build a program around these plantings that educates city kids and their families about the importance of cultivating food sources in their communities.

Early capital improvement plans include a permanent outdoor grill area which will be built into the landscape on the Upper Patio, using complimentary stones. The BBQ will be visible from the street and the walking path. The aroma of BBQ will be an invitation for folks to stop in and check us out. After the first year, we will assess the need for a retractable patio cover and will consult with parks and recreation staff and L&I to plan and install a mutually agreed-upon patio cover. We also plan to install outdoor heaters to allow the BBQ season to start early in the spring and extend as late into the fall as possible.



Cosmic Catering has a sizable following of loyal customers who tell us that they like the quality and consistency of our food. We believe many of our current customers will follow us to Fairmount, making it their destination for a relaxing meal and to pick up their take-out order of seasonal favorites from Peggy's kitchen.

Along with the standard menu, we will create special menus to be served three nights a week. The menus will accompany a cadre of seasonal events designed to create community and draw newcomers to the Café. We are connected to many local musicians and entertainers and plan to accent some of our evenings with live music and entertainment.

We are excited about the menu we've created for Cosmic Café at Lloyd Hall. We believe there is something for everyone's palate and purse. There are two items on the menu created with the atmosphere of the Café at Lloyd Hall in mind .

For a snack or dessert, we'll offer a make-your-own smores kit, complete with your own table top hibachi and the finest graham crackers, chocolate and marshmallows. We also plan to feature a complete picnic in a basket! Perfect for folks who want to take their meal and enjoy an area of the park away from the café.

Please see proposed menus attached as Appendix 10.

Upon opening, Cosmic Catering will follow all liquor control guidelines and, at a later date, would consider seeking a liquor license through the non-profit status.



**CONCESSION FEE PROPOSAL FORM – MAG AND GROSS REVENUE PERCENTAGE FEE (SECTION 6.8)**

Cosmic Catering proposes a \$1,300 month, as well as a percentage of revenue paid out as follows:

Café Revenue	Percentage of Revenue Paid to the City
Up to \$349,999	5%
\$350,000 to \$499,999	6%
\$500,000 to \$649,999	7%
\$650,000 +	8%

Form B is attached as Appendix 11

**FACILITY IMPROVEMENT PLAN (SECTION 6.10)**

We propose the following improvements to the facility:

**Pre-Opening** We will install a permanent BBQ Grill and Serving Bar.

Install permanent raised beds around the perimeter of the upper and lower deck. One raised bed already exists on the path side of the upper deck. We will plant and maintain these beds as agreed upon with relevant authorities.

We will paint current outdoor seating and fill-in with additional complimentary seating as needed. Seating will be designed for comfort and in keeping with natural aesthetic.

**One year after opening**, we will consider installing a retractable awning to cover patio area in the upper deck. Furniture will be added and replaced as needed.

**VISION FOR THE CAFÉ**

The Cosmic Café at Lloyd Hall will become a favorite eating and meeting spot for many Philadelphians and Visitors who will be attracted by the great food, great service and great atmosphere; here, in the unique surroundings of Fairmount Park’s Lloyd Hall. The above facility improvements will contribute to our vision for the Café of becoming a place of nourishment and refuge in nature. As part of our social mission, we see the Café as a great platform for teaching and learning about sustainability and food.



### **PRO FORMA (SECTION 6.11)**

We estimated revenues from retail and on-site catering sales conservatively and feel confident we can reach or exceed these goals. Because we purchase mainly local, organic, fair trade and humanely raised ingredients, Cost of Goods Sold is estimated on the high side at 35%. Owner's cash will sustain the business through the first 3 to 6 months of operation. We made a "best guess" on utilities expense.

We calculate yearly totals based on 361 days per year.

Refer to Appendix 11, for 4-Year Pro Forma.

### **MARKETING**

Cosmic Catering will immediately engage our marketing consultant to plan and implement a solid campaign for showcasing the city's true bounty found close to home, in Fairmount Park.

The marketing mix will include Signage, Public Relations, Print Advertising, Internet Marketing, Events and Printed Materials to publicize the opening and continuation of the Café. We are committed to the continual effort it takes to attract and retain an audience of current and potential park visitors, neighbors and commuters. Our marketing team, led by Kim Miller, along with Tesia Barone and JC Lamkin, will work with the Conservancy to leverage all available resources and coordinate pre- and post-launch campaigns to maximize all available resources. Both Kim Miller and Tesia Barone are women owned marketing consultancy firms located in Mt. Airy.

JC Lamkin is the owner and founder of Gypsy Lane Technologies, a certified MBE with the Commonwealth of Pennsylvania located in Germantown. With the acceptance of this proposal, we will move forward with a plan to implement a social networking campaign that will include a smart phone ordering system to service the many professionals passing through on their way to and from work and play.

We believe take-out orders of Peg's famous prepared foods will be an increasing portion of our business. We will make it convenient and pain free to grab a healthy home-cooked meal to take home or eat on the go. We will work with the parking authority to designate a short-term parking space for picking up take-out.





We budgeted approximately \$35,000 for marketing the Café in FY2011.  
All marketing vendors will be paid on a negotiated terms.

2011	Jan Feb Mar	Apr May Jun	Jul Aug Sep	Oct Nov Dec
<b>Signage</b>	\$800			
<b>Public Relations</b>				
PR Placement	\$1000	\$1500	\$500	\$1000
Press Events	\$200			
<b>Print Advertising</b>	\$3000	\$5000	\$3000	\$5000
<b>Internet Mktg.</b>	\$2500	\$2500	\$1100	\$1300
Web-Based Ordering				
E-Newsletter				
Social Media				
Philly-Based				
<b>Events/Shows</b>				
Grand Opening	\$500			
Event Planners		\$300	\$300	
<b>Printed Materials</b>				
Menu	\$300			
Catering Menu	\$100			
Flyers	\$200	\$300	\$150	\$150
Business Cards	\$160			
Stationary/Signs	\$500			

As well as maintaining our membership at The Sustainable Business Network of Greater Philadelphia, Fair Food Philadelphia and The Green Restaurant Association, we plan to join the Fairmount Business Association. We will work in partnership with the Fairmount CDC, FBA and other organizations to become an intricate player in the area's business community.



It is Cosmic Catering's practice to regularly donate to the hungry and we also support local organizations with generous donations of food and supplies for fundraising events. Our generosity will now pour out to Fairmount.

Cosmic Catering, LLC agrees to include the paragraph Lloyd Hall Café is a Fairmount Park property operated by Philadelphia Parks and Recreation in all relevant communications.

### **FACILITY RENTAL**

Cosmic Catering has relationships with many organizations who hold regular meetings. We will publicize the use of the rental facility at Lloyd Hall and believe we will immediately attract several of our regular customers to use this space. Proposed pricing for the rental will be as follows: Under \$500 in catering, charge for the room is \$200. Over \$500 in catering, room rental is included. We believe this will help promote the use of this great city asset.

### **Cleaning, Trash Collection, Recycling & Environmentally / Friendly Products & Practices**

Cosmic Catering has long been using biodegradable tableware. We are committed to the environment and responsibly handle all waste. We plan to continue our arrangement with Philly Compost (another woman-owned business) who pick up all compostables on a regular basis. We will contract with a responsible waste hauler for all other waste management. We use only green cleaning supplies manufactured locally by Sun & Earth.

### **MENU**

Please see our Proposed Café Menu Appendix 10.

Cosmic Catering will purchase a Point of Sale system which is compatible with current bookkeeping on QuickBooks. We contract a bookkeeper who will tally reconciled revenue and expenses on a monthly basis.



**OPERATING PLAN (SECTION 6.12)**

**6.12.1.1** Peg Botto will act as owner and operator of Cosmic Café at Lloyd Hall. Cosmic Café will hire two kitchen managers and 3 part time staff to cover the 2 shifts of opening hours. We will operate the Café at Lloyd Hall 7 days a week, from 7 a.m. to 8 p.m. .

COSMIC CAFÉ AT  
LLOYD HALL

STAFFING SCHEDULE: Full Day = 2 8-Hr. Shifts

	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Total</u> <u>Hrs.</u>
Chef/Owner			10	10	10	10	10	50
Chef/Manager	16	16	8	8	10	10	10	78
Helper	16	16	16	16	16	16	16	112
<b>Total Daily Manhours</b>	<b>32</b>	<b>32</b>	<b>34</b>	<b>34</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>190</b>

For the first 3 years of operation the owners will be paid thru Cosmic Catering 's other revenue sources, catering, festivals and wholesale. (Last year total revenue from these sources was \$124K). By year four, Peg expects to be paid a percentage of gross profits. At this time, we will also implement an employee profit-sharing model.

Bins Compost, Recycle and Trash will be available for use by customers and we will made visible with mutually agreed-upon educational and branding signage.

We are prepared to move all applicable utilities, gas, electric and water, under the name Cosmic Catering, LLC.

**EQUIPMENT NEEDS**

Cosmic Catering already owns equipment and some of it will be usable at the Café at Lloyd Hall. We anticipate having to purchase the following equipment and materials. It is our common practice to



purchase used items which are always available, especially in these economic times. The estimated costs reflect, in most cases, purchasing used or making ourselves.

Purchase or Make	Estimated Cost
POS System	\$3,000
6 Burner Gas Stove	\$3,000
1 Gas Fryer	\$1,500
1 Meat Grinder	\$1,000
1 Slicer	\$1,200
Bakery Case	\$1,000
Juice Machine	\$1,000
Tables & Chairs as needed	\$1,000
1 Drip and 1 Cappuccino Machine (lease with coffee purchase)	\$500
Material for Raised Beds & Outdoor Stone Grill with Serving Bar	\$2,000
Miscellaneous	\$1,600

**Total \$16,800**

Please See Cosmic Café Equipment List Appendix 9.

Cosmic Catering owns a large quantity of re-usable white melamine plates and silverware to be utilized at the Café. We use only compostable packaging, plates and silverware for our take-out orders.

#### SAMPLE MENUS (SECTION 6.12.1.2)

We have designed a seasonal menu to accommodate many price points, reflecting the casual and recreational atmosphere at Lloyd Hall.

#### BUSINESS DEVELOPMENT AND MARKETING PLAN FOR THE RENTAL FACILITY (SECTION 6.12.1.3)

Cosmic Catering has a list of current customers who hold regular meetings. We will offer Lloyd Hall as a venue for these meetings. We will include hall rental and catering in our all of our marketing communications, including but not limited to: Public Relations, Print Advertising, Internet Marketing,



Social Networking, Events and Printed Materials. We will invite event planners and the press to special events throughout the year that will showcase the facility and our catering talents.

#### CATERING MENUS (SECTION 6.12.1.4)

Cosmic Catering can serve any type or size of private event. Our Catering Menu can be adapted to any budget.

Refer to 3 Sample Catering Menus, Appendix 13.

#### ON-SITE MANAGEMENT TEAM (SECTION 6.12.1.5)

We are pleased that two of our current catering managers will join us at the Café at Lloyd Hall. Along with Chef Peg, Aaron Seiz and Shannon Mazzei will pour their heart, soul and talents into creating a memorable experience for everyone who visits the Cosmic Café at Lloyd Hall.

Shannon Mazzei rocks as Peg's sous chef. "Our customers love Shannon's knowledge of nutrition through healthy eating. She is often asked to talk about the food. Shannon is a qualified nutritionist. She talks about the farms and tells our client's guests how the animals are kept and how the plantings are tended. She explains why local and organic are important to their overall health and the health of the planet. Shannon believes that nutrition should come from food." "We agree."

Aaron is an excellent cook, and an even *better* pastry chef! He has an eye for the aesthetic and keeps us on point with "presentation".

Peg Botto, will manage the Café. Shannon Mazzei and Aaron Seiz will work with Peg and act as on-site managers when Peg is not in the Café.

See Resumes enclosed as Appendix 14.

#### EMPLOYEES (SECTION 6.12.1.6)

Along with the 3 managers, Peg Botto, Shannon Mazzei and Aaron Seiz and Jerry Botto, we estimate we will hire 3 to 4 part-time employees with the title of kitchen staff who will perform the following tasks:



wait on customers, help with food prep and cleanup, stock refrigerated cases, bus tables and wash dishes.

**CUSTOMER SERVICE STANDARDS (SECTION 6.12.1.7)**

We look for honest, reliable, courteous and clean employees. We will conduct regular staff meetings and trainings to ensure staff keep the highest standards expected by Cosmic Catering and the Fairmount Park System. Cosmic Catering employees tell us they remain loyal because of the respect they are shown.

**RENEWAL OF THE ANNUAL OPERATING PLAN (SECTION 6.12.2)**

If the City renews the Concession Agreement for 1 or more renewal terms we will submit to the Conservancy an updated Operating Plan for managing the Café during the upcoming Renewal Term. We will submit our Annual Operation Plan reasonably and promptly following our receipt of the City's renewal notice, but no later than 10 business days before the start of the upcoming Renewal Term. We understand that the Annual Operating Plan is subject to the Conservancy's approval, which may be subject to conditions and changes the Conservancy reasonably requires.

Cosmic Catering is a Limited Liability Corporation.

Appendix 15 is the Signature of Authorized Official. Page 48 of 48 of the original RFP.

  
Peg Botto, Owner/Operator

Date: 9-9-10

---

Cosmic Catering, LLC  
c/o 219 East 5th Street  
Philadelphia, PA 19428

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

This 9 day of September, 2010

Cosmic Catering, LLC  
Name of Respondent

Peg Botto  
Signature of Individual or Authorized Signer

Peg Botto, OWNER OPERATOR  
Printed Name and Title of Signer

N/A  
Additional Authorized Signer (if applicable)

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

23-3038569  
23-3038569  
Federal Employer Identification Number

610-324-5256  
Phone Number

Peg@cosmicfoods.com  
E-mail Address

219 E. 5<sup>th</sup> ST.  
Street Address

Conshohocken, PA 19428  
City, State, Zip Code

**ADDENDUM NO. 1**  
**ACKNOWLEDGEMENT OF RECEIPT**  
SEPTEMBER 9, 2010

**PHILADELPHIA PARKS & RECREATION**  
**REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND OPERATION OF**  
**THE LLOYD HALL CAFÉ**

I have carefully read Addendum No. 1 and certify that I have received all pages listed in Addendum No. 1 for the Request for Proposal for the Management and Operation the Lloyd Hall Café.

COSMIC CATERING, LLC  
Name of Respondent

219 E 5<sup>th</sup> AVE. CONSHOHOCKEN, PA 19428  
Address

610-324-5256  
Telephone/Fax

  
Signature/Title





Microfilm Number \_\_\_\_\_

SEP 07 2000

Appendix 1

Filed with the Department of State on \_\_\_\_\_

Entity Number \_\_\_\_\_

296/377

Articles of Incorporation

*Kim Pizzigallo*  
Secretary of the Commonwealth

**CERTIFICATE OF ORGANIZATION-DOMESTIC LIMITED LIABILITY COMPANY**  
DSCB:15-8913 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby state(s) that:

1. The name of the limited liability company is: Cosmic Catering, LLC

2. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 219 East Fifth Avenue Conshohocken PA 19428 Montgomery  
Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

3. The name and address, including street and number, if any, of each organizer are:

NAME	ADDRESS
<u>Peg Botto</u>	<u>219 East Fifth Avenue, Conshohocken, PA 19428</u>

4. (Strike out if inapplicable): ~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

5. (Strike out if inapplicable): ~~Management of the company is vested in a manager or managers.~~

6. The specified effective date, if any is: N/A  
month day year hour, if any

7. (Strike out if inapplicable): ~~The company is a restricted professional company organized to render the following restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach on 8 1/2 x 11 sheet.

**Appendix 1**  
**Articles of Incorporation**

DSCB:15-8913 (Rev 95)-2

IN TESTIMONY WHEREOF the organizer(s) has (have) signed this Certificate of Organization this 5th day of September, 2000.

Ray Botto  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

## **Appendix 2**

### **Peg Botto**

219 E. 5<sup>th</sup> Avenue  
Conshohocken, PA 19428  
215-753-1991 or 610-324-5256

### **Education**

The Restaurant School  
Philadelphia, PA  
1988 to 1990  
Chef Certificate

University of West Florida  
1985 Graduate Bachelors of Science  
Financial Management

### **Relevant Work Experience**

Cosmic Catering  
Chef/Owner  
Philadelphia, PA  
2000 to Present

Aramark Corporation  
Chef/Manager  
Oaks, PA  
1995 to 2000

Tavern on Green  
Executive Chef  
Philadelphia, PA  
1993 to 1995

Trolley Stop  
Executive Chef  
Skippack, PA  
1990 to 1993

THE CITY OF PHILADELPHIA  
MAYOR'S OFFICE OF  
SUSTAINABILITY

**Cosmic Catering  
Appendix 3  
References**

August 30, 2010

Ms. Peg Botto  
Cosmic Catering  
8229 Germantown Avenue  
Philadelphia, PA 19118

Dear Ms. Botto:

I enthusiastically support Cosmic Catering's application in response to RFP C-101-11 to operate the café at In Fairmount Park's Lloyd Hall Café. Your work at Cosmic Catering helps the Office of Sustainability progress toward multiple goals in *Greenworks Philadelphia*, the City's comprehensive sustainability plan. Your commitment to offsetting 100% of your carbon footprint helps improve the City's air quality, and your pledge to compost and recycle 100% of your waste helps meet our goal of diverting 70% of our waste from the landfill by 2015. Additionally, your commitment to source your food from within 50 miles of Philadelphia helps us meet our goal of having local food within a 10 minute walk of 75% of residents by 2015.

The Mayor's Office of Sustainability has had the pleasure of working with Cosmic Catering on multiple occasions, and we have always received courteous and professional customer service. The food you served was fresh, local, delicious, and reasonably priced, and the guests at our events always reported enjoying the food.

I believe that this is a perfect opportunity for the City to show our support of small businesses who are working with us toward the goal being the greenest city in America.

Sincerely,



Katherine Gajewski, Director  
Mayor's Office of Sustainability



The  
Merchants  
Fund

17 August 2010

**Cosmic Catering  
Appendix 3  
References**

Mark Milken  
Park Concessions Manager  
Philadelphia Parks & Recreation  
1515 Arch Street, 10<sup>th</sup> Floor  
Philadelphia, PA 19102

Dear Mr. Milken:

It is with great pleasure that I write in support of the application of **Peg Botto of Cosmic Catering** in response to **RFP C-101-11 to operate the café at Lloyd Hall Café.**

The Merchants Fund provides small grants to small businesses in Philadelphia. In the fall of 2008 we granted \$10,000 to Cosmic catering to undertake a strategic marketing campaign focusing on sustainable practices, upgrading finance technology and expanding catering and delivery. Grants are very competitive, and only about 50% of applicants are funded. We continue to track the progress of Cosmic Catering and we are proud to include it in our portfolio of Philadelphia-based companies. Below I would like to outline why Cosmic Catering stands head and shoulders above the competition.

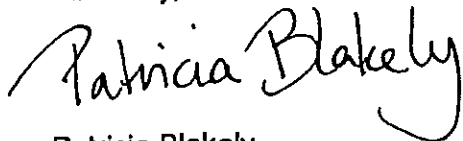
- **Sustainable:** The restaurant industry can be one of the "dirtiest" in its impact on the environment. Cosmic Catering was an early adapter of green strategies to reduce their carbon footprint including using biodegradable packaging, plates, cups and utensils for takeout food. Cosmic Catering composts and recycles 100% of their waste. Peg has direct relationships with local farmers and suppliers and sources local and organic whenever possible.
- **Employee Practices:** Cosmic Catering was the winner of the Sustainable Business Network's (SBN) Triple Bottom Line Business of the Year in 2006: People, Planet and Profit. She provides living wages to her employees. She also employs and trains mentally challenged adults.
- **MWDSBE:** Peg Botto is the majority owner of Cosmic Catering and is pursuing woman-owned certification.
- **Location:** The Fairmount Neighborhood is restaurant-friendly and is a destination for locals and tourists looking for high-quality, locally sourced food. By choosing a chef who knows how to cook for a locavore community there will be an opportunity to tie the neighborhood to Lloyd Hall. Peg will join a strong community of restaurateurs who cross promote and support each other. As a Fairmount resident I will personally make the necessary introductions to bring her into the community. I have reached out to the Executive Director of Fairmount

CDC and she is delighted to know that a high quality concessionaire will be joining the neighborhood and she looks forward to including them in her activities and promotions.

- **Existing Client-Base:** Cosmic Catering has a reputation as a local sustainable caterer. She will bring her many years of experience promoting a successful catering company. Her promotional material and marketing are of the highest quality and uses green printing methods.
- **Grow It Local:** Parks and Recreation has the opportunity to support and grow Philadelphia-based companies with concession contracts. Implicit in any City project should be the goal to grow the local economy and support small business with valuable contracts such as this one. Working closely with the Commerce Department, TMF ran a demonstration project funding local companies and we have ample data to show that City contracts and funded opportunities can be transformative both for the small business owner as well as the economy.
- **Peg is Cosmic Catering:** Peg is not just going to open up another location in her empire. She is looking for a destination which will be the extension of her personality and her kitchen. I have watched Peg work at Chestnut Hill Farmer's Market and she has created a destination built on her personal charm and customer-focused approach. She is bidding for Lloyd Hall Café to establish and remain in business.

I welcome any questions about Cosmic Catering and Peg Botto during the review process.

Sincerely,



Patricia Blakely  
Executive Director



**Cosmic Catering  
Appendix 3  
References**

Peg Botto  
Cosmic Catering  
8229 Germantown Ave.  
Philadelphia, PA 19118.  
August 23, 2010

Dear City of Philadelphia,

I am writing to strongly voice my support for Cosmic Catering in the company's effort to operate the food service in the café in Lloyd Hall. I couldn't think of a more sustainable, hard-working, and community minded business to operate this venue. For many years the Delaware Valley Green Building Council has been contracting Cosmic to cater our educational and membership events, both large and small, and each time Peg and her crew exceed expectations and each time it has been more than a pleasure to work with her friendly staff and eat their delicious food.

Cosmic catering is making a difference every day in creating a better community and saving the environment by making noble yet simple choices within their operations. Cosmic trains and employs youthful interns from the "special needs community" and by purchasing from local farmers whenever possible and using all compostable cutlery they have successfully become one of the few, true green caterers in Philadelphia. I can't say how refreshing not only their organic mint tea is, but to see absolutely no waste created from the catering by the end of one of our green building events. Cosmic essentially allows our organization to walk the walk each and every event that we have when Cosmic provides their services.

To conclude, I enthusiastically suggest that the City of Philadelphia consider Cosmic Catering as the operator of Lloyd Hall café. By choosing Cosmic, your decision will not only help the community, but it will have positive effects on our local economy, and the health of our environment and food patrons of Philadelphia.

Thank you ,

Ezra Small  
Programs Assistant

*DVGBC is an independent 501(c)(3) organization and your contribution is tax exempt to the extent allowed by law.*





**Appendix 3  
Cosmic Catering  
References**



September 7, 2010

Dear Michael DiBerardinis:

I am pleased to write this letter in support of Cosmic Catering's application to become the operator of the cafe in Lloyd Hall. Cosmic Catering has been a member of the Sustainable Business Network for over six years and has served as a catering vendor for many of our events. Given their success at the Chestnut Hill Farmer's Market, I strongly recommend that they be considered for this opportunity.

Cosmic Catering won SBN's Triple Bottom Line Award in 2007 in recognition of their strong social and environmental practices. Peg Botto is honest and hard working with an awesome infectious personality. She employs a dedicated team of young chefs, assistants, and servers. Cosmic Catering pays a living wage to their employees and trains and employs interns from "special needs community". Cosmic Catering buys from local sources and supports local farmers whenever possible, composts their food waste, and uses only compostable paper products, cups and cutlery.

Given Philadelphia's commitment to become the greenest city in the country, you should choose a vendor with demonstrated green credentials. Cosmic Catering demonstrates strong environmental practices, supports their local community, and would be a great partner on this project.

Sincerely,

Leanne Krueger-Braneky, Executive Director  
Sustainable Business Network of Greater Philadelphia

**Appendix 3**  
**Cosmic Catering**  
**References**

SUSAN PINGREE  
8711 SHAWNEE ST.  
PHILADELPHIA, PA 19118

---

Michael DiBerardinis, Commissioner  
City of Philadelphia Department of Parks and Recreation  
1515 Arch St., 10<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19102-1587

Re: City of Philadelphia RFP #C-101-1  
Management of Lloyd Hall Café

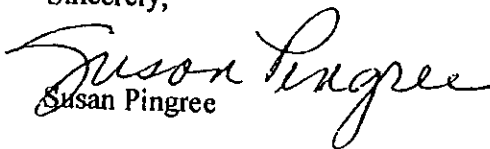
Dear Commissioner DiBerardinis:

I am writing in support of the application by Peg Botto of Cosmic Catering to manage the Lloyd Hall Café. I have been a regular customer of Cosmic Catering since Ms. Botto opened her business at the Chestnut Hill Farmers' Market ten years ago. During that time I have gotten to know Ms. Botto and have observed her business practices as well as her interactions with customers, vendors and other market merchants. I can say with confidence that she conducts herself in a professional yet approachable manner, and consistently shows a strong work ethic. She has high standards for the conduct of her business as well as the quality of her food, and holds herself and her employees to those standards.

I have seen many businesses in the Chestnut Hill Farmers' Market come and go in the 23 years I have lived in Philadelphia. Cosmic Catering continues to be one of the busiest and most popular food purveyors in the market. The quality of the food, Ms. Botto's longstanding commitment to using organic and locally grown products, and the reliability of her business has earned Cosmic Catering a regular and loyal customer base at the market. At the same time, its catering business has grown significantly.

I am happy to recommend Cosmic Catering for this undertaking without qualification. Please let me know if I may provide any additional information.

Sincerely,

  
Susan Pingree

---

susan.pingree@comcast.net  
215-247-7774

**Cosmic Catering  
Appendix 4  
Solicitation for Participation**

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (SIF)		COMMERCE DEPARTMENT OFFICE OF ECONOMIC OPPORTUNITY (OEO)			
Minority (MSE), Women (WSE), and Disabled (DSE) Business Enterprise		Date of Bid Opening			
SIF Number		Name of Bidder			
<input type="checkbox"/> MSE <input type="checkbox"/> WSE <input type="checkbox"/> DSE Bidder Name: <b>Cosmic</b>		Work to be Performed: <b>INTERNET MARKETING SERVICES</b>			
Bidder Address: <b>67 Pysylane Technologies, 5117 Knox St. Phila PA 19144</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
Contact Person: <b>Mrs. CLARKIN</b>		Quote Received: <b>YES</b> / <b>NO</b>		Amount Committed To: <b>Dollar Amount</b> / <b>Percent of Total Bid</b>	
Telephone Number: <b>866-362-5734</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
SIF Certification # <b>1106306Pysyla</b>		Bidder Name: <b>11</b>		Work to be Performed: <b>11</b>	
Bidder Address: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
Contact Person: <b>11</b>		Quote Received: <b>YES</b> / <b>NO</b>		Amount Committed To: <b>Dollar Amount</b> / <b>Percent of Total Bid</b>	
Telephone Number: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
SIF Certification # <b>17A: 440006092</b>		Bidder Name: <b>6</b>		Work to be Performed: <b>11</b>	
Bidder Address: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
Contact Person: <b>11</b>		Quote Received: <b>YES</b> / <b>NO</b>		Amount Committed To: <b>Dollar Amount</b> / <b>Percent of Total Bid</b>	
Telephone Number: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
SIF Certification # <b>11</b>		Bidder Name: <b>11</b>		Work to be Performed: <b>11</b>	
Bidder Address: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	
Contact Person: <b>11</b>		Quote Received: <b>YES</b> / <b>NO</b>		Amount Committed To: <b>Dollar Amount</b> / <b>Percent of Total Bid</b>	
Telephone Number: <b>11</b>		Date Solicited: <b>By Phone</b> / <b>By Mail</b>		Commitment Made: <b>Yes (If Yes, per day)</b> / <b>No</b>	

<sup>1</sup> BIDDERS listed above must be certified by the OEO prior to bid submission date.  
<sup>2</sup> Failure to give reasons for an commitment may result in rejection of your bid.

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

Bid Number: **C-101-11**      Name of Bidder: **Cosmic Catering, LLC**      OFFICE OF ECONOMIC OPPORTUNITY (OEO)  
 COMMERCIAL DEPARTMENT

Date of Bid Opening: **September 10, 2010**

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

Company Name	Address	Telephone Number	OEO CERTIFICATION #	Date Solicited		Commitment Made	Give Reason(s) if No Commitment
				By Phone	By Mail		
<b>Cosmic Catering</b>	<b>219 E 5th Avenue Conshohocken, PA 19328</b>	<b>Peg Botto</b>	<b>610-324-5256</b> Fax # <b>215-753-1991</b>	<input checked="" type="checkbox"/>		<b>9-9-10</b>	

Work to be Performed				Date Solicited		Commitment Made		Give Reason(s) if No Commitment	
				By Phone	By Mail	By Phone	By Mail		
<b>Cafe Operations and Catering at Lloyd Hall</b>									
Quote Received									
YES				NO		NO			
Dollar Amount									
Percent of Total Bid									
% <b>100</b>									

Work to be Performed				Date Solicited		Commitment Made		Give Reason(s) if No Commitment	
				By Phone	By Mail	By Phone	By Mail		
Quote Received									
YES				NO		NO			
Dollar Amount									
Percent of Total Bid									



**JC Lamkin, CNA, PMP**

President

Gypsy Lane Technologies, EIN: 23-2814940

5117 Knox Street, Philadelphia, PA 19144

E: Jc.lamkin@gltMYpc.com

O: (866) 362-5734 x700

F: (215) 843-1039

W: <http://gltmypc.com>**CORE COMPETENCIES****DUNS Number:**

090141743

**Areas of Expertise**

- Computer Consulting
- IT Project Management
- Risk assessment and mitigation
- Change Management

**Years in Industry**

Over 15 years in IT management and project management

**Certifications**

1. M/WBE: 7980054HC
2. M/WBE: 110630Gypsy La
3. ITQ: 4400006092

**NAICS CODES**

541513  
 512199  
 519130  
 541512  
 541618  
 454111  
 516110  
 518111  
 518112  
 518210  
 541511  
 518  
 611420  
 611430

**Summary**

Established March 23, 1998, Gypsy Lane Technologies (GLT) is a professional I.T. Project development company. We specialize in best-in-class IT project management, cabling, networking, programming, database development, website development, online marketing, and media. GLT features an integrated team of project managers, consultants, creative designers, writers, programmers and technicians who know how to get results.

**Services**

- Consulting Services – IT General
- Consulting Services – IT Project Management
- Commercial Off-The-Shelf (COTS) Software Services
- IT Integrator Services
- IT Training – Classroom/Non-Classroom
- Software Development Services
- Cabling Services
- Media

**Most Recent Engagements**

- ❖ Pennsylvania Liquor Control Board
- ❖ Pennsylvania Labor & Industry
- ❖ Sallie Mae, GRC



Be it hereby known  
Gypsy Lane Technologies

A

Woman/Minority Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 6/18/2009

EXPIRATION DATE: 6/30/2011

*Kathryn Watson Perry*  
Kathryn Watson-Perry, Director  
Bureau of Minority and Women  
Business Opportunities

Cosmic Catering  
Appendix 6  
MBE/WBE CERTIFICATION

## Appendix 9 Equipment List



### **Purchase Now**

POS System \$3,000  
6 burner gas stove \$3,000  
1 Gas Fryer \$1,500  
1 Meat Grinder \$1000  
1 Slicer \$1,200  
Bakery Case \$1,000  
Juice machine \$1,000  
Tables & Chairs as needed \$1,000  
1 drip coffee and 1 cappuccino machine \$500  
Miscellaneous \$1000

---

### **Jerry Will Build**

\$3,000  
Adirondack Chairs and Tables to Compliment  
Outdoor Stone Grill and Serving Bar  
Raised Beds

**Total \$13,200**

---

### **We Already Own**

2 ft. Flat Top Gas Grill  
1 Electric Rotisserie  
1 Convection Oven  
1 Deli Case 6 ft.  
1 Slicer  
2 Reach-In Refrigerators  
Drink Dispensers  
Bottled Beverage Case  
2 Cash Registers

---

### **Purchase Within 18 Months**

Signage  
Gas Powered Outdoor Heaters  
New Rotisserie Grill



Appendix 10  
Cosmic Catering  
Sample Café Menu



*Cosmic Catering*

AT LLOYD HALL

GOOD FOOD. GOOD KARMA.

**Cosmic Café at Lloyd Hall**  
**Open 7 Days a Week, 7am to 8 pm**

**Breakfast All Day**

Fair Trade Coffee and Tea  
Fresh Squeezed Orange Juice  
Freshly Baked Muffins \$2  
Vegan & Gluten Free Muffins \$2.50  
Assorted Danish \$2  
Bagels with Cream Cheese \$2  
Seasonal Fruit Salad \$4  
Quiche \$8  
With Side of Fruit Salad

Fresh Baked Belgian Waffles \$6  
Made with Local Organic Yogurt and Served with Local Maple Syrup and Butter

**Breakfast Sandwiches**

Served on Your Choice of LeBus or Conshohocken Bakery Breads:  
Bagel, Croissant, Multigrain, Rye, Kaiser, Long Roll or Country White

Green Meadows Smoked Ham, Martins Sausages, or Godshalls Turkey Bacon

**The Fairmount \$5**  
2 Eggs Any Style with your choice of breakfast meat and cheese

**The Fishtowner \$8**  
Smoked salmon served on a bagel with cream cheese, sliced tomato, and red onion

**Breakfast Burrito \$6**  
Scrambled Eggs, Peppers, Onions, Potatoes and Cheese Rolled in a 12" Whole Wheat Tortilla

**From The Deli**

Sandwiches Served on Bakery Fresh  
Kaiser, Italian Roll, Multigrain, Rye or Country White Bread  
With Lettuce, Tomato, and/or Red Onion

Sharp Provolone, Smoked Cheddar, or Swiss CHEESE \$1

**Fresh Roasted Organic Turkey Breast \$7**

**Local Smoked Sliced Ham \$7**  
Nitrate Free

**Organic White Meat Chicken Salad \$7**

**Organic Basil Chicken Salad \$7**  
Mayonnaise Free

**Organic Piedmontese Roast Beef \$8**

### **Hot Sandwiches**

#### **Slow Roasted Italian Style Pork \$7.95**

Served on a Conshohocken Long Italian Roll WITH HOT or Sweet Roasted PEPPERS AND Sharp Provolone  
Add Broccoll RABE \$8.95

#### **Local Organic Steak Sandwiches \$7.95**

Served on a Long Italian Roll with Choice of: Lettuce, Tomato, Caramelized Onion and Cheese

#### **Doug's Organic Piedmontese Beef Steak**

#### **Bell & Evans Organic Chicken Steak**

#### **Nature Soy Seitan**

#### **Cosmic Burgers \$7**

Served on Conshohocken Bakery Kaiser Roll or LeBus Golden Wheat  
With Lettuce, Tomato, Red Onion  
Sharp Provolone, Smoked Cheddar, or Swiss Cheese add \$1

#### **Doug's Piedmontese Local Ground Beef Burger**

#### **Bell & Evans Organic Chicken and Spinach Burger**

#### **Eberly Farm Local Turkey Mushroom Burger**

#### **Peg's Home-Made Veggie Burger**

#### **Hand Cut Cosmic Fries \$4**

Yukon Gold

Sweet Potato

Served with Choice of Organic Sauces:

Chipotle Aioli, Roasted Red Pepper Aioli, House Vinegar, Homemade Ketchup, or  
Spicy Barbecue,

### **Soups**

Small 8oz. \$3.95, Medium 16 oz. \$5.95 and Quart \$9.99  
Seasonal Home-Made Hot and Cold Soups

### **Farm-to-Table Salads**

#### **Fresh Local Greens, Add Chicken \$2**

#### **Garden Salad \$5**

Local Fresh Greens, with Ripe Tomatoes, Carrots and Cucumbers

#### **Caesar \$6**

Homemade Croutons and Parmesan Cheese

#### **Spinach Salad \$8**

Mushrooms, Red Onion, Tomatoes

#### **Roasted Beet and Arugula Salad \$8**

## **Sweet Endings**

\$ 4 to \$ 8

Chocolate Chip Pecan Cookies

Snickerdoodle Cookies

Double Chocolate Cayenne Cookies

Vegan Lemon Sugar Cookie

Red Velvet Cupcakes with Cream Cheese Icing  
Pound Cake Cupcakes with Lemon Cream Cheese Icing  
Carrot Cake Cupcakes with Cream Cheese Icing

Seasonal Fruit Cobbler

Seasonal Fruit Salad with Fresh Whipped Cream  
And Pound Cake Cubes

Chilly Philly Ice Cream

Vanilla

Vanilla Malt

## **Saturday and Sunday Brunch, All Day**

### **Omelets Made to Order**

Served with Toast, and Roasted Potatoes

### **The West Philly \$10**

Peppers, Onions, Local Ham, and Smoked Cheddar

### **The South Philly \$12**

Broccoll, Rabe, Roasted Peppers, and Sharp Provolone

### **The Kennett Square \$12**

Assorted Local Organic Mushrooms and Amish Swiss Cheese

### **The Society Hill \$10**

Spinach, Tomato, and Swiss Cheese

### **Franklin's Baked French toast \$8**

Served with Fruit

### **Organic Yogurt Parfait \$5**

Seasonal Fruit, Granola, with Strawberry Coulis

## **Seasonal Patio Specials**

### **Make Your Own Smores Tableside**

Smores Kit For 4 \$14

Smores Kit For 6 \$20

Enjoy making your own Smores by the river and enjoy spectacular city views all at the same time. Smores kits includes Graham Crackers, Marshmallows, Hershey® Chocolate Bars, and the Sticks for Roasting.

## **Picnic in the Park**

**Gourmet Picnic Basket for two \$35, for four \$65**

Have a picnic in beautiful Fairmount Park, order a complete meal and choose from a variety of items hot and cold. Picnic Basket lunch includes compostable plates, silverware, cups, napkins, and a picnic blanket to spread out. Reservations are required for this package. Subject to deposit and cancelation fee.

## **Seasonal Specials on the Patio**

**From 4:00-8:00pm**

### **Monday Night at Lloyd Hall**

#### **Mexican Night**

**\$12**

#### **Fajita Bar on the Patio**

**Grilled Beef**

**Grilled Chicken**

**Roasted Vegetables**

**Served with Beans and Rice**

**Garden Salad with Cilantro Lime Dressing**

### **Wednesday Night at Lloyd Hall**

#### **Barbecue Night**

**\$14 to \$18**

**Peg's Gourmet Burgers, Chicken, RIBS.**

**Barbecue Beans, Corn on the Cob, Potato and Macaroni Salad**

**Garden Salad**

### **Friday Night at Lloyd Hall**

#### **Seafood Night**

**\$15 to \$20**

**Seafood Night on the Patio with live Music**

**Peel 'n Eat Shrimp or Fish Fry**

**Seasonal Fish**

**All the sides to go along!**

Appendix 11  
Cosmic Catering

**FORM B**

**CONSESSION FEE PROPOSAL FORM**

Concession Fee (MAG) for operation, management and maintenance of the Facilities:

2010: \$ 15,600 plus 5-8 % of Gross Revenues.  
MAG at least \$10,000

*Renewal Terms (if applicable)*

2011: \$ 15,600 plus 5-8 % of Gross Revenues.  
MAG at least \$10,000

2012: \$ 15,600 plus 5-8 % of Gross Revenues.  
MAG at least \$10,000

2013: \$ 15,600 plus 5-8 % of Gross Revenues.  
MAG at least \$10,000



**Appendix 12**  
**Cosmic Cafe at Lloyd Hall**  
**Pro Forma**

<u>YEAR ONE</u>		<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Year 1</u>
<b>REVENUE</b>														
On Site Events			2	4	4	3	1	4	4	4	2	1	2	31
# of attendees			60	120	120	90	30	120	120	120	60	30	60	930
Catering Income Avg	\$17		1020	2040	2040	1530	510	2040	2040	2040	1020	510	1020	15,810
Café Food Sales		23,000	26,000	28,000	30,000	28,000	26,000	29,000	30,000	30,000	24,000	24,000	24,000	320,000
<b>Total Food Sales</b>		<b>23,000</b>	<b>27,020</b>	<b>30,040</b>	<b>32,040</b>	<b>27,530</b>	<b>26,510</b>	<b>31,040</b>	<b>32,040</b>	<b>32,040</b>	<b>25,020</b>	<b>24,510</b>	<b>25,020</b>	<b>335,810</b>
<b>EXPENSES</b>														
<b>COGS</b>	35%	8,050	9,457	10,514	11,214	9,636	9,279	10,864	11,214	11,214	8,757	8,579	8,757	117,534
Salaries		7,800	7,800	7,800	7,800	7,450	7,450	7,650	7,650	7,650	7,650	7,650	7,650	92,000
Taxes	8%	624	624	624	624	596	596	612	612	612	612	612	612	7,360
Overheads														
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	-
Utilities		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	15,600
Phone		200	200	200	200	200	200	200	200	200	200	200	200	12,000
Loan Repayment		250	250	250	250	250	250	250	250	250	250	250	250	2,400
Marketing		7,000	3,200	3,200	3,200	725	725	2,500	2,650	3,000	3,000	2,000	2,000	3,000
Insurance		550	550	550	550	550	550	550	550	550	550	550	480	6,460
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Legal & Accounting		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
<b>Total Expenses</b>		<b>27,994</b>	<b>25,506</b>	<b>26,583</b>	<b>27,269</b>	<b>22,832</b>	<b>22,475</b>	<b>26,051</b>	<b>26,551</b>	<b>26,901</b>	<b>24,444</b>	<b>23,198</b>	<b>23,374</b>	<b>303,149</b>
Payment to City	5%	1,150	1,351	1,502	1,602	1,377	1,326	1,552	1,602	1,602	1,251	1,226	1,251	16,791
<b>Cosmic Gross Profit</b>		<b>(6,144)</b>	<b>163</b>	<b>1,975</b>	<b>3,175</b>	<b>3,322</b>	<b>2,710</b>	<b>3,437</b>	<b>3,887</b>	<b>3,537</b>	<b>(675)</b>	<b>89</b>	<b>395</b>	<b>15,871</b>



Appendix 12  
Cosmic Cafe at Lloyd Hall  
Pro Forma

<b>YEAR TWO</b>		<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Seq</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Year 2</b>
<b>REVENUE</b>														
On Site Events		2	2	5	5	2	1	5	5	5	3	1	2	38
# of attendees		100	120	150	150	60	30	150	150	150	90	30	60	1,240
Catering Income Avg	\$17	1700	2040	2550	2550	1020	510	2550	2550	2550	1530	510	1020	21,080
Café Food Sales		26,500	29,000	31,000	32,000	26,500	26,500	30,000	30,000	29,000	26,500	26,500	26,500	340,000
		<b>28,200</b>	<b>31,040</b>	<b>33,550</b>	<b>34,550</b>	<b>27,520</b>	<b>27,010</b>	<b>32,550</b>	<b>32,550</b>	<b>31,550</b>	<b>28,030</b>	<b>27,010</b>	<b>27,520</b>	<b>361,080</b>
<b>EXPENSES</b>														
COGS	35%	9,870	10,864	11,743	12,093	9,632	9,454	11,393	11,393	11,043	9,811	9,454	9,632	126,378
Salaries		8,300	8,300	8,400	8,400	7,800	7,800	8,400	8,400	8,400	8,400	8,200	8,200	99,000
Taxes	8%	664	664	672	672	624	624	672	672	672	672	656	656	7,920
Overheads														
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,000	1,100	1,240	1,280	1,060	1,060	1,200	1,200	1,160	1,000	1,000	1,060	13,360
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Loan Repayment		250	250	250	250	250	250	250	250	250	250	250	250	3,000
Marketing		1,500	2,000	2,000	1,500	800	800	2,000	2,000	2,000	2,000	2,000	1,000	19,600
Insurance		565	565	565	565	565	565	565	565	565	565	565	565	6,780
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
<b>Total Expenses</b>		<b>24,669</b>	<b>26,168</b>	<b>27,295</b>	<b>27,185</b>	<b>23,156</b>	<b>22,978</b>	<b>26,905</b>	<b>26,905</b>	<b>26,515</b>	<b>25,123</b>	<b>24,550</b>	<b>23,788</b>	<b>305,233</b>
Payment to City	5%	1,325	1,450	1,550	1,600	1,325	1,325	1,500	1,500	1,450	1,325	1,325	1,325	17,000
<b>CC Gross Profit</b>		<b>506</b>	<b>1,382</b>	<b>2,156</b>	<b>3,216</b>	<b>2,019</b>	<b>2,198</b>	<b>1,596</b>	<b>1,596</b>	<b>1,036</b>	<b>53</b>	<b>626</b>	<b>1,387</b>	<b>17,767</b>

**Appendix 12**  
**Cosmic Cafe at Lloyd Hall**  
**Pro Forma**

<b>YEAR THREE</b>		<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Year 3</b>
<b>REVENUE</b>														
On Site Events		2	2	4	4	4	1	4	5	4	3	2	2	37
# of attendees		60	60	180	180	120	30	180	180	180	180	60	60	1,470
Catering Income	\$17.5	1050	1050	3150	3150	2100	525	3150	3150	3150	3150	1050	1050	25,725
Retail Food Sales		28,500	32,000	34,000	36,000	28,000	28,000	33,000	33,000	30,000	27,500	27,500	27,500	365,000
		<b>29,550</b>	<b>33,050</b>	<b>37,150</b>	<b>39,150</b>	<b>30,100</b>	<b>28,525</b>	<b>36,150</b>	<b>36,150</b>	<b>33,150</b>	<b>30,650</b>	<b>28,550</b>	<b>28,550</b>	<b>390,723</b>
<b>EXPENSES</b>														
<b>COGS</b>	35%	10,343	11,568	13,003	13,703	10,535	9,984	12,653	12,653	11,603	10,728	9,993	9,993	136,754
Salaries		8,400	8,500	8,500	8,500	7,900	7,900	8,400	8,400	8,400	8,400	8,200	8,200	99,700
Taxes	8%	672	680	680	680	632	632	672	672	672	672	656	656	7,976
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,280	1,280	1,360	1,440	1,120	1,120	1,320	1,320	1,200	1,000	1,000	1,100	14,540
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Marketing		1,750	2,000	2,000	1,750	750	750	1,750	1,750	1,750	1,750	1,000	1,000	18,000
Loan Repayment		250	250	250	250	250	250	250	250	250	250	250	250	3,000
Insurance		570	570	570	570	570	570	570	570	570	570	570	570	6,840
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Other		500	500	500	500	500	500	500	500	500	500	500	500	6,000
Gross Profit		2,816	5,878	8,463	9,933	6,018	4,994	8,211	8,211	6,381	4,956	4,557	4,457	74,870
Payment to City	6%	1,710	1,920	2,040	2,160	1,680	1,680	1,980	1,980	1,800	1,650	1,650	1,650	21,900

**Appendix 12  
Cosmic Cafe at Lloyd Hall  
Pro Forma**

<b>YEAR FOUR</b>		<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Year 4</b>
<b>REVENUE</b>														
On Site Events		3	4	4	4	4	1	4	6	4	2	2	2	40
# of attendees		120	160	220	120	120	30	250	260	120	60	100	60	1,620
Catering Income	\$18	2160	2880	3960	2160	2160	540	4500	4680	2160	1080	1800	1080	29,160
Retail Food Sales		35,000	35,000	36,000	38,000	30,000	30,000	36,000	36,000	32,000	30,000	29,500	29,500	397,000
		<b>37,280</b>	<b>38,040</b>	<b>40,180</b>	<b>40,280</b>	<b>32,280</b>	<b>30,370</b>	<b>40,750</b>	<b>40,940</b>	<b>34,280</b>	<b>31,140</b>	<b>31,400</b>	<b>30,640</b>	<b>427,780</b>
<b>EXPENSES</b>														
COGS	35%	13,048	13,314	14,063	14,098	11,298	10,700	14,263	14,329	11,998	10,899	10,990	10,724	149,723
Salaries		8,500	8,600	8,700	8,700	8,000	8,000	8,200	8,200	8,200	8,200	8,200	8,500	100,000
Taxes	8%	680	688	696	696	640	640	656	656	656	656	656	680	8,000
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,300	1,400	1,440	1,520	1,200	1,200	1,440	1,440	1,280	1,000	1,000	1,180	15,400
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Marketing		1,500	1,500	1,500	1,500	600	600	1,300	1,500	1,500	1,500	1,000	1,000	15,000
Loan Repayment		250	250	250	250	250	250	250	250	250	250	250	250	3,000
Insurance		575	575	575	575	575	575	575	575	575	575	575	575	6,900
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
<b>Total Expenses</b>		<b>28,373</b>	<b>28,752</b>	<b>29,649</b>	<b>29,764</b>	<b>24,988</b>	<b>24,390</b>	<b>29,109</b>	<b>29,375</b>	<b>26,884</b>	<b>25,308</b>	<b>25,096</b>	<b>25,334</b>	<b>327,218</b>
Payment to City	6%	2,237	2,282	2,411	2,417	1,937	1,834	2,445	2,456	2,057	1,868	1,884	1,838	25,667

Appendix 13  
Cosmic Catering  
Sample Catering Menu



*Cosmic Catering*

AT LLOYD HALL

GOOD FOOD. GOOD KARMA.

**Appendix 13  
Catering Menus**



[www.cosmicfoods.com](http://www.cosmicfoods.com)

Sliced Fresh Fruit  
Basket of Mini Sandwiches:  
Roasted Local Turkey with Cranberry Relish on Croissant  
Organic Chicken Salad on Brioche  
White Tuna on Whole Wheat

Roasted Potato Salad with Dijon Vinaigrette  
Local Organic Spring Mix Salad with Balsamic Dressing

Assorted Cookies and Brownies

Spring Water  
Mint Iced Tea with Honey  
Lemonade

Price \$20 per person  
Includes Food, Staff, Plates, Silverware and Glasses

**Appendix 13  
Catering Menus**



[www.cosmicfoods.com](http://www.cosmicfoods.com)

Local Fruit and Cheese Tray  
Basket of Fresh Vegetables  
Hummus  
White Bean and Sage Spread  
Caramelized Onion Tofu Dip  
Sundried Tomato and Basil Spread  
Assorted Olives  
Stuffed Grape Leaves  
Organic Salad Greens  
Basket of Garlic Toasts, and Crackers  
Cookies  
Brownies  
  
Mint Iced Tea Honey  
Water

Price \$15 Per person

**Appendix 13  
Catering Menus**



[www.cosmicfoods.com](http://www.cosmicfoods.com)

Sliced Fruit and Local Cheese Tray  
Soft Goat Cheese, Blue, Smoked Cheddar, Brie in Puff Pastry  
Cave Aged Cheese  
Basket of Fresh Vegetables  
Hummus  
Artichoke and Gruyere Dip  
Assorted Crackers, Garlic Toasts and Pita

Poached Dill Salmon with Lemon Dill Sauce on the Side  
Baked Oriental Vegetable Dumplings with Sesame Ginger Sauce  
Sausage Stuffed Mushrooms  
Clams Casino  
Ahi Tuna on Black Bread with Wasabi Cream

Dinner  
Organic Rotisserie Whole Chicken  
Herb Crusted Slow Roasted Organic Filet of Beef  
Rosemary, Parsley and Sage  
Served with Wild Mushroom or Horseradish Sauce  
Carved by Chef Amy

Fresh Dill Cole Slaw  
Quinoa Salad with Dried Fruits and Nuts  
Local Roasted Beet with Arugula Salad  
Grilled Seasonal Vegetables on a Tray  
Decadent Smashed Potatoes  
Creamy Spinach

Assorted Cookies and Brownies  
Pie Heaven  
Raspberry, Peach, Apple, Strawberry Rhubarb or Blueberry Crumb  
Vanilla Gelato

Mint Iced Tea with Honey  
Coffee

Price \$65 Per person

**Shannon Mazzei**  
**1929 Guernsey Ave**  
**Abington PA 19001**  
**215-900-2781 (Cell)**

### **Objective**

To obtain a position combining my strong culinary background, counseling experience, and excellent communication skills.

### **Overview**

- Reliable, enthusiastic, and detail-oriented
- Excellent communicator and listener
- Ability to work well both independently and as a team member
- Exceptional time management and organizational skills

### **Professional Experience**

#### **The Renfrew Center, Philadelphia, PA, *Inpatient Diet Technician 2005-present***

- Conducted nutritional assessment of each resident within 24-48 hours of admission
- Participated in daily rounds as part of an interdisciplinary team
- Established individualized food plans as needed to initiate patient into appropriate eating patterns
- Conducted nutritional groups to increase patients' awareness of nutrition and culinary skills
- Provided ongoing evaluation of menus
- Created demonstration cooking group to combine food history, nutrition, and life skills
- Met weekly with patients for nutrition counseling sessions
- Completed progress notes and treatment plans with nutritional goals and interventions

#### **The Renfrew Center, Philadelphia, PA, *Line Chef 2004-2005***

- Responsible for preparation and service of daily meals
- Preparation of special diets including Celiac, Kosher, Bland, Diabetic, and Mechanical Soft meals
- Prepared weekly meals for special groups
- Provided ongoing accuracy of portion sizes



**Feast Your Eyes Catering, *Event Chef/Boyd's Café* 2002-2004**

- Prepared and created daily menu items
- Managed culinary and wait staff for events of 200 guests
- Sanitation Certified
- Daily ordering and inventory lists

**Education**

Associates in Nutrition, Camden County Community College, 2003-2006

Registration by Commission of Dietetic Registration, February 2007

Culinary Arts, Community College of Philadelphia, 1994-1996

References available upon request

Aaron Seiz  
521 Fairmount Ave Apt. 3 Philadelphia, PA 19123  
215-284-9934  
seiaaro@hotmail.com

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**Qualifications**

- 3 years of quality customer service experience in fast paced hotel environment
- Strong customer service skills associated in the airline and hotel industry
- Experience in Microsoft Office: Word, Excel, and Access / 70wpm
- Ability to work all hours and shift work

**Professional Experience**

Cosmic Catering - Chestnut Hill, Philadelphia 2010-Present  
**PASTRY CHEF**  
Execute and plan wedding cakes, and other pastries for catering events.

- Wilton Certified in cake decoration.
- Interest in Gluten Free and Vegan pastries.

Hyatt Regency Penn's Landing - Philadelphia 2007 - 2010  
**HOST KEATING'S RIVER GRILL**  
Organized VIP and private parties for a large scale hotel restaurant.

- Responsible for the seating of a 200 person restaurant.
- Direct 2 hosts, 7 union servers and 4 union server assistants.

Airtran Airways - Philadelphia International Airport 2003 - 2006  
**FLIGHT OPERATIONS (2004 to 2007)**  
Managed flight schedule and performance for mini-hub operations of 32-23 flights daily.

- Responsible to ensure on-time departures and DOT delay postings for flight delays.
  - Supervised 30 ramp agents; directed 12 aircraft refuelers and contract maintenance staff.
  - Maintained all flight paperwork and rotational schedule in accordance with FAA policy.
- Calculated flight live and dead load for safe aircraft operations.
- Scheduled fuel load and deliveries, prioritized cargo loads for aircraft including passenger baggage, US Mail, private cargo, and live loads.

Served as communication liaison between corporate, airport operations, TSA, and FAA.

- Member of Airport Terminal Safety Committee, Ground Safety Coordinator for TSA No-Fly List, Terminal Evacuation Captain, and Snow Desk Information officer.

**Education**

Bachelor of Liberal Arts in Communication, *Lycoming College*, Williamsport, PA 2002

Diploma, *Souderton Area High School*, Souderton, PA 1998

**Professional**

Completed courses/seminars in hazardous material transport, safety, aircraft de-icing procedures and environmental impact, employee involvement, and leadership.



# EXHIBIT C

# **EXHIBIT C**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**Concessionaire's Proposal Revision – Form B  
[Concession Fee]**

**FORM B**

**CONCESSION FEE PROPOSAL FORM  
Cosmic Catering, LLC**

Cosmic Catering, LLC proposes a guaranteed monthly payment of \$1,300 for rent, as well as a percentage of revenue paid out as follows:

<b>Café Revenue*</b>	<b>Percentage of Café Revenue Paid to the City</b>
Up to \$349,999	5%
\$350,000 to \$499,999	6%
\$500,000 to \$649,999	7%
\$650,000 +	8%

Plus an additional 2% of Outside Business which comes from Catering, Festivals and Wholesale Revenue.

\*Café Revenue = Total of Inside Catering Revenue + Retail Sales made at the Café.

<b>Fiscal Year</b>	<b>Concession Fee (MAG)</b>	<b>Projected Café Revenue</b>	<b>% of Café Revenue</b>	<b>Projected Outside Catering, Festivals &amp; Wholesale</b>	<b>% of Outside Business</b>
2011	15,600	335,810	5%	106,000	2%
2012	15,600	361,080	6%	114,000	2%
2013	15,600	390,725	6%	120,000	2%
2014	15,600	427,660	6%	128,000	2%
2015	15,600	500,000	7%	132,000	2%
2016	15,600	510,000	7%	135,000	2%
2017	15,600	520,000	7%	135,000	2%
2018	15,600	530,000	7%	136,000	2%
2019	15,600	540,000	7%	136,000	2%
2020	15,600	550,000	7%	136,000	2%

# EXHIBIT D

# **EXHIBIT D**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**Concessionaire's Proposal Revision – Pro Forma**



Cosmic Cafe at Lloyd Hall  
Pro Forma

	YEAR ONE												Year 1	
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
<b>REVENUE</b>														
On Site Events		2	4	4	4	3	1	4	4	4	2	2	1	31
# of attendees		60	120	120	120	90	30	120	120	120	60	60	30	930
Inside Catering		1020	2040	2040	2040	1530	510	2040	2040	2040	1020	1020	510	15,810
Cafe Food Sales	\$17	23,000	26,000	28,000	30,000	26,000	26,000	29,000	30,000	30,000	24,000	24,000	25,020	335,810
Total Cafe Sales		23,000	27,020	30,040	32,040	27,530	26,510	31,040	32,040	32,040	25,020	24,510	25,020	335,810
Outside Catering		3,000	3,000	10,000	15,000	15,000	10,000	15,000	12,000	10,000	10,000	3,000	3,000	106,000
Total Sales		23,000	30,020	40,040	47,040	42,530	36,510	46,040	44,040	42,040	35,020	27,510	28,020	441,810
<b>EXPENSES</b>														
COGS	35%	8,050	10,507	14,014	16,464	14,886	12,779	16,114	15,414	14,714	12,257	9,629	9,807	154,634
Salaries		7,800	7,800	7,800	7,800	7,450	7,450	7,650	7,650	7,650	7,550	7,650	7,650	92,000
Owner's Salaries		5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Taxes	8%	1,064	1,064	1,064	1,064	1,036	1,036	1,052	1,052	1,052	1,052	1,052	1,052	12,640
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,000	1,100	1,200	1,200	1,060	1,060	1,200	1,200	1,200	1,200	1,200	1,200	13,820
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Marketing		3,500	3,500	3,500	3,500	2,900	2,900	3,500	3,500	2,500	2,500	1,000	1,000	33,800
Insurance		550	550	550	550	550	550	550	550	550	550	550	550	6,600
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Legal & Accounting		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
Total Expenses		30,184	32,646	36,253	38,703	36,007	33,900	38,191	37,491	35,791	33,334	29,206	29,384	411,089
% of Cafe Sales	5%	1,150	1,351	1,502	1,602	1,377	1,326	1,552	1,502	1,602	1,251	1,226	1,251	16,791
% of Outside Catering	2%	-	60	200	300	300	200	300	240	200	200	60	60	2,120
Cosmic Gross Profit		(8,334)	(4,037)	2,085	6,435	4,847	1,085	5,997	4,707	4,447	235	(2,981)	(2,675)	11,811

Cosmic Cafe at Lloyd Hall  
Pro Forma

REVENUE	YEAR TWO												Year2	
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
On Site Events	2	2	5	5	2	1	5	5	5	3	1	2	38	
# of attendees	100	120	150	150	60	30	150	150	150	90	30	60	1,240	
Inside Catering	1700	2040	2550	2550	1020	510	2550	2550	2550	1530	510	1020	21,080	
Café Food Sales	26,500	28,000	31,000	32,000	26,500	26,500	30,000	30,000	30,000	26,500	26,500	26,500	340,000	
Total Café Sales	28,200	30,040	33,550	34,550	27,520	27,010	32,550	32,550	32,550	28,030	27,010	27,520	361,080	
Outside Catering	10,000	15,000	13,000	10,000	10,000	10,000	15,000	15,000	15,000	4,000	6,000	3,000	114,000	
Total Sales	38,200	45,040	46,550	44,550	37,520	37,010	47,550	47,550	47,550	36,550	34,030	30,520	475,080	
<b>EXPENSES</b>														
COGS	35%	13,370	15,764	16,293	15,593	13,132	12,954	16,643	16,643	12,793	11,911	10,504	10,682	166,278
Salaries		8,300	8,300	8,400	8,400	7,800	7,800	8,400	8,400	8,400	8,400	8,200	8,200	99,000
Owner's Salaries		6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	81,600
Taxes	8%	1,208	1,208	1,216	1,216	1,168	1,168	1,216	1,216	1,216	1,216	1,200	1,200	7,920
Overheads														
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,000	1,100	1,240	1,280	1,060	1,060	1,200	1,200	1,200	1,000	1,000	1,060	13,400
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Marketing		1,500	2,000	2,000	1,500	800	800	2,000	2,000	2,000	2,000	2,000	1,000	19,600
Insurance		565	565	565	565	565	565	565	565	565	565	565	565	6,780
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Legal & Accounting		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
Total Expenses		35,463	38,362	39,139	37,979	33,950	33,772	39,449	39,449	35,599	34,517	32,894	32,132	432,701
Payment to City	5%-6%	1,410	1,502	1,678	1,728	1,376	1,351	1,628	1,628	1,628	1,402	1,351	1,487	18,165
	2%	200	300	260	200	200	200	300	300	80	120	60	60	2,280
CC Gross Profit		1,127	4,876	5,474	4,644	1,994	1,688	6,174	6,174	(756)	(2,008)	(4,294)	(3,159)	21,934

Cosmic Cafe at Lloyd Hall  
Pro Forma

		YEAR THREE												Year 3	
REVENUE		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
On Site Events	# of attendees	2	2	4	4	4	1	4	5	4	3	2	2	37	
Inside Catering	\$17.5	60	60	180	180	120	30	180	180	180	180	60	60	1,470	
Café Food Sales		1050	1050	3150	3150	2100	525	3150	3150	3150	3150	1050	1050	25,725	
Total Café Sales		28,500	32,000	34,000	36,000	28,000	28,000	33,000	33,000	30,000	27,500	27,500	27,500	365,000	
Outside Catering		29,550	33,050	37,150	39,150	30,100	28,525	36,150	36,150	33,150	30,650	28,550	28,550	390,725	
Total Sales		10,000	15,000	13,000	10,000	10,000	10,000	15,000	15,000	5,000	10,000	3,000	4,000	120,000	
		39,550	48,050	50,150	49,150	40,100	38,525	51,150	51,150	38,150	40,650	31,550	32,550	510,725	
<b>EXPENSES</b>															
COGS	35%	13,843	16,818	17,553	17,203	14,035	13,484	17,903	17,903	13,353	14,228	11,043	11,393	178,754	
Salaries		8,400	8,500	8,500	8,500	7,900	7,900	8,400	8,400	8,400	8,400	8,200	8,200	99,700	
Owner's Salaries		7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000	
Taxes	8%	1,232	1,240	1,240	1,240	1,192	1,192	1,232	1,232	1,232	1,232	1,216	1,216	14,696	
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-	
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600	
Utilities		1,280	1,280	1,360	1,440	1,120	1,120	1,320	1,320	1,200	1,000	1,000	1,100	14,540	
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400	
Marketing		1,750	2,000	2,000	1,750	750	750	1,750	1,750	1,750	1,750	1,000	1,000	18,000	
Insurance		570	570	570	570	570	570	570	570	570	570	570	570	6,840	
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995	
Legal & Accounting		200	200	200	200	200	200	200	200	200	200	200	200	2,400	
Total Expenses		36,195	39,433	40,248	39,728	34,592	34,041	40,200	40,200	35,530	36,205	32,054	32,504	440,925	
Payment to City	5%-6%	1,478	1,653	1,858	1,958	1,505	1,426	1,808	1,808	1,658	1,533	1,549	1,713	19,944	
	2%	200	300	260	200	200	200	300	300	100	200	60	80	2,400	
CC Gross Profit		1,678	6,665	7,785	7,265	3,803	2,858	8,843	8,843	863	2,713	(2,113)	(1,747)	47,457	

Cosmic Cafe at Lloyd Hall  
Pro Forma

		YEAR FOUR												
REVENUE		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Year 4
On Site Events		3	4	4	4	4	1	4	6	4	2	2	2	40
# of attendees		120	160	220	120	120	30	250	260	120	60	100	60	1,620
Inside Catering	\$18	2160	2880	3960	2160	2160	540	4500	4680	2160	1080	1800	1080	29,160
Cafe Food Sales		35,000	35,000	36,000	38,000	30,000	30,000	37,000	38,000	32,000	30,000	28,000	29,500	398,500
Total Cafe Sales		37,160	37,880	39,960	40,160	32,160	30,540	41,500	42,680	34,160	31,080	29,800	30,580	427,660
Outside Catering		10,000	15,000	15,000	15,000	10,000	10,000	13,000	12,000	10,000	12,000	3,000	3,000	128,000
Total Cosmic Sales		47,160	52,880	54,960	55,160	42,160	40,540	54,500	54,680	44,160	43,080	32,800	33,580	555,660
EXPENSES														
COGS	35%	16,506	18,508	19,236	19,306	14,756	14,189	19,075	19,138	15,456	15,078	11,480	11,753	194,481
Salaries		8,500	8,600	8,700	8,700	8,000	8,000	8,200	8,200	8,200	8,200	8,200	8,500	100,000
Owner's Salaries		7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	86,400
Taxes	8%	1,256	1,264	1,272	1,272	1,216	1,216	1,232	1,232	1,232	1,232	1,232	1,256	14,912
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-
Rent		1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Utilities		1,300	1,400	1,440	1,440	1,200	1,200	1,480	1,520	1,280	1,000	1,000	1,180	15,520
Phone		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Marketing		1,500	1,500	1,500	1,500	600	600	1,300	1,500	1,500	1,500	1,000	1,000	15,000
Insurance		575	575	575	575	575	575	575	575	575	575	575	575	6,900
Waste Management		420	325	325	325	325	325	325	325	325	325	325	325	3,995
Legal & Accounting		200	200	200	200	200	200	200	200	200	200	200	200	2,400
Other		600	600	600	600	600	600	600	600	600	600	600	600	7,200
Total Expenses		39,557	41,672	42,548	42,698	36,172	35,605	41,687	41,990	38,068	37,410	33,312	34,089	464,808
Payment to City	5-6%	1,858	1,894	1,998	2,008	1,608	1,527	2,075	2,134	1,708	1,727	1,788	1,835	22,160
	2%	200	300	300	300	200	200	260	240	200	240	60	60	2,560
CC Gross Profit		5,545	9,014	10,114	10,154	4,180	3,208	10,478	10,316	4,184	3,703	(2,360)	(2,404)	66,132

# **EXHIBIT E**

# **EXHIBIT E**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**Concessionaire's Proposal Revision –  
User Agreement Form**

## SITE USER AGREEMENT FOR LLOYD HALL

This Site User Agreement (“**Agreement**”) is made by Cosmic Catering, LLC, with the Site User identified below for the Event identified below.

1. **The date of this Agreement is:** \_\_\_\_\_

2. **The Site User is:** \_\_\_\_\_

Site User address: \_\_\_\_\_

\_\_\_\_\_

Principal contact person: \_\_\_\_\_

Contact Person’s phone: \_\_\_\_\_

Contact Person’s e-mail: \_\_\_\_\_

3. **Event Date and Time:** \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Expected number of guests: \_\_\_\_\_

### 4. Rental Facilities to be used for the Event.

\_\_\_\_\_ Indoor Dining Room      \_\_\_\_\_ Upper Patio      \_\_\_\_\_ Lower Patio

\_\_\_\_\_ Multi-Purpose Room      \_\_\_\_\_ Deck      \_\_\_\_\_ Serving Bar

### 5. Fees; Due Dates.

The Fees listed do not include applicable taxes.

Checks must be made payable to “**Cosmic Catering, LLC**”.

Site Rental Fee: \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

Catering Service Fee: \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

(Includes food and beverages. See **Exhibit A** for additional information.)

### 6. Additional Provisions.

6.1. Reservation Confirmation. Under this Agreement, the Site User will be entitled to exclusive use of those Rental Facilities in Lloyd Hall identified in

Section 4 above only if the Site User pays all the required Fees by their respective due dates.

6.2. Public Use of Lloyd Hall. Lloyd Hall is a public facility. No activity in connection with the Event may interfere with public use of Lloyd Hall, except during the time the Rental Facilities are being used under this Agreement.

6.3. Alcoholic Beverages. If the Event includes the service of alcoholic beverages, the Site User shall comply with all applicable laws regarding the service of alcoholic beverages. If there will be a bartender at the Event, the bartender may choose not to serve alcoholic beverages to any person in the bartender's sole discretion.

6.4. Damages to Lloyd Hall. If Lloyd Hall is damaged in connection with the Event, the Site User shall promptly pay all the costs to repair the damage. The Site User is not responsible to pay for repairs of damage that is caused exclusively by Cosmic Catering.

6.5. Cancellation. If the Site User cancels the event three or more months before the Event, Cosmic Catering will return 50% of the Site Rental Fee. If the Site User cancels the Event less than three months before the Event, Cosmic Catering is not obligated to return any portion of the Site Rental Fee.

6.6. Insurance. If the Site User is a corporation, limited liability company, partnership, non-profit, or other form of legal entity, then at least two weeks before the Event Date the Site User must provide a certificate of insurance for the types and amounts of coverage required by the City of Philadelphia's Risk Management Department and naming the City of Philadelphia and Cosmic Catering, LLC as additional insureds. The certificate will be incorporated in this Agreement as Exhibit B.

6.7. Limitation of Liability. If for any reason Cosmic Catering defaults under this Agreement, Cosmic Catering's liability to the Site User and the Site User's guests is strictly limited to the amount of Fees paid by the Site User. Cosmic Catering is not liable to the Site User or any of the Site User's guests for any consequential, special, or indirect damages.

6.8. City Is Not Responsible. The City of Philadelphia is not responsible in any way for Cosmic Catering's performance under this Agreement or for the condition of Lloyd Hall. By signing this Agreement, the Site User irrevocably releases the City of Philadelphia from all claims that the Site User might have, at any time, arising from or related to the Event, the condition of Lloyd Hall, or Cosmic Catering's performance under this Agreement.



6.9. Place of Agreement. This Agreement is made in Philadelphia, Pennsylvania, and is governed by the law of the Commonwealth of Pennsylvania without giving effect to choice of law provisions.

Intending to be legally bound by this Agreement, Cosmic Catering, LLC and the Site User have executed this Agreement below.

**COSMIC CATERING, LLC**

**SITE USER**

\_\_\_\_\_  
Peg Botto, President

\_\_\_\_\_  
If Site User is a corporation, limited liability company, partnership, or other legal entity:

\_\_\_\_\_  
Title of signatory:

\_\_\_\_\_  
Attest: Name

\_\_\_\_\_  
Attest: Title

# EXHIBIT F

# **EXHIBIT F**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Cosmic Catering, LLC**

**Slavery Era Disclosure Affidavit**

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 PHILADELPHIA PARKS & RECREATION Department Contact Person MARC WILKEN 215-683-0232

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, PEG BOTTO, 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: 215 753 1991  
COSMIC CATERING  
 Business Entity Name Phone Fax  
219 E 5th AVE CONSHOHOCKEN PA 19428  
 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 2000 (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 1-7-11 at PHILADELPHIA PA  
 (Date) (City) (State)  
 Signature: Peg Botto Title: PRESIDENT

Notary \_\_\_\_\_

DEFINITIONS

- City means the City of Philadelphia.
- Business Entity means any individual, domestic corporation, foreign corporation, association, syndicate, joint stock company, partnership, joint venture, or unincorporated association, including any parent company, subsidiary, exclusive distributor or company affiliated therewith, engaged in a business or commercial enterprise.
- Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Philadelphia or the public, which is let, awarded or entered into with or on behalf of the City of Philadelphia or any Department or Agency of the City.
- Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment means to make use of an Enslaved Person for future benefits or advantages.
- Participation means having been a Slaveholder during the Slavery Era. Predecessor Business Entity means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Business Entity.
- Profit means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.
- Slavery means the practice of owning Enslaved Persons.
- Slavery Era means that period of time in the United States of America prior to 1865.