



## BARTRAM'S GARDEN

### REQUEST FOR PROPOSALS

Management and Operation of Event Planning and Catering at Bartram's Garden

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Issued By:  
Maitreyi Roy, Executive Director  
John Bartram Association  
5400 Lindbergh Boulevard  
Philadelphia PA 19143

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PRE-PROPOSAL MEETING & BARTRAM'S GARDEN TOUR AT 3 PM, JUNE 3, 2026:

5400 Lindbergh Boulevard  
Philadelphia, PA 19143

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PROPOSALS WILL BE RECEIVED UNTIL JULY 1, 2026 AT 5:00 PM

Questions regarding this Request for Proposals must be directed to:

Annemarie Vaeni, Director of Finance, [avaeni@bartramsgarden.org](mailto:avaeni@bartramsgarden.org)

Appendices to this RFP:

- A. Licensed Area Site and Utility Plan
- B. Form of Catering Agreement, including Rules of Use
- C. Concession Recognition Agreement
- D. Financial Proposal Template

Summary of RFP Schedule

<b>Schedule</b>	<b>Date/Deadline</b>
Pre-Proposal Meeting and Site Tour	June 3, 3PM at Bartram’s Garden
Deadline to Submit Questions	June 10, 5PM
Response to Questions	June 17
Proposal Deadline	July 1, 11:59 PM
Finalists notified	July 20
Interviews (at JBA option)	August 4-10
Caterer Selected	August 30

1. GENERAL INFORMATION

1.1. Purpose of this Request for Proposals

The John Bartram Association (“JBA”) is issuing this RFP as a part of selecting a caterer to provide private event planning and catering at Bartram’s Garden (the “Garden”). JBA requests proposals from all individuals and firms that would like to manage and operate private event services at Bartram’s Garden (“Event Planning and Catering”). By entering into an agreement for Event Planning and Catering, JBA intends to provide a high-quality event amenity for the Philadelphia community at the Garden, to promote the use of the Garden, and to generate additional revenue to support JBA’s mission.

In addition to providing high-quality private event services, JBA seeks a Caterer who will operate as a mission-aligned partner within a public garden setting. The selected Caterer will be expected to support Bartram’s Garden’s role as a free, public, community-centered space by contributing to inclusive access, participating in select public-facing programs, and operating in a manner consistent with the Garden’s environmental stewardship and community engagement values.

1.2. Respondents to this RFP; the Catering Agreement and Caterer

Each firm or individual that submits a proposal in response to this RFP (a “Proposal”) will be considered a “Respondent.” JBA intends to enter into negotiations for a written contract (the “Catering Agreement”) with the Respondent whose proposal JBA determines best serves the

objectives and meets the criteria set forth in this RFP. Upon execution of the Catering Agreement by JBA and the successful Respondent, the successful Respondent will become the “Caterer” under the Catering Agreement. The Catering Agreement will give the Caterer an exclusive right (the “License”) to operate and manage Event Planning and Catering in the Licensed Areas (defined below) at the Garden and the obligation to perform the duties described in this RFP and the Catering Agreement.

### 1.3. Proposed Caterer Summary

The Caterer will have complete responsibility for Event Planning and Catering at Bartram’s Garden for an initial term of five years, with an option to renew for an additional five-year term subject to the mutual agreement of JBA and the Caterer. This RFP, together with the attached Catering Agreement, set forth the responsibilities of the Caterer. In this RFP, the term “Event Planning and Catering” includes all functions typically performed by a comprehensive catering company, such as facility marketing and advertising; set up and staging for an event; bar tending and cocktail service; food and beverage purchases, food preparation, cooking and warming; buffet and food station operation, table wait service and bussing; related equipment rentals; take down and clean up after the event; and, when requested by clients, contracting for event supporting and supplemental services such as bands and other entertainment, lighting design, floral arrangements, photographers and videographers, coat check, site security, valet parking, and other services.

### 1.4. Respondent Qualifications

Respondents must demonstrate substantial experience in professional Event Planning and Catering and sufficient financial capability to operate and manage the Event Planning and Catering at the highest level.

### 1.5. Pre-Proposal Meeting and Tour of Bartram’s Garden

A “Pre-Proposal Meeting” will be held at Bartram’s Garden for all interested Respondents on the date, time and location stated on the cover page of this RFP. The purpose of the Pre-Proposal Meeting will be to review the requirements contained in this RFP and receive questions that potential Respondents may have. After the Pre-Proposal Meeting, JBA will conduct a tour of Bartram’s Garden.

### 1.6. Project Manager; Questions to this RFP

The project manager for this RFP is Annemarie Vaeni, Director of Finance, John Bartram Association. Her contact information is:

Email: [avaeni@bartramsgarden.org](mailto:avaeni@bartramsgarden.org)  
Mail: 5400 Lindbergh Boulevard  
Philadelphia, PA 19143

Questions concerning this RFP, including any questions concerning the Catering Agreement,

may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted to [avaeni@bartramsgarden.org](mailto:avaeni@bartramsgarden.org) no later than June 10, 2026.

JBA will answer all questions asked at the Pre-Proposal Meeting or timely submitted to JBA in writing by an addendum to this RFP on or about June 17, 2026. The addenda issued by JBA are the only official method for communicating information to all potential Respondents. Respondents should verify that they have reviewed the addenda relating to this RFP and must acknowledge the addenda in their Proposal.

### 1.7. No Obligation on JBA to Execute a Catering Agreement

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

### 1.8. Information and Data in this RFP Not Warranted

JBA has provided information and data in this RFP to help potential Respondents understand Bartram’s Garden, the purpose of the RFP and Catering Agreement, and to help each Respondent prepare a Proposal. JBA believes the information and data are reliable, but JBA 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 Bartram’s Garden, this RFP, the Catering Agreement, or their Proposal.

## 2. DESCRIPTION OF BARTRAM’S GARDEN

### 2.1. Background on Bartram’s Garden

Located on 50 acres on the Tidal Schuylkill River in Southwest Philadelphia, on land known by the indigenous Lenape as Lenapehoking, Bartram’s Garden (the “Garden”) is a free public park and National Historic Landmark welcoming more than 125,000 visitors annually. The site is named for John Bartram (1699–1777); he founded his family farm here in 1728, and his 15-acre specimen garden is the country’s oldest surviving botanic garden. Since 1893, the site has been cared for by the non-profit John Bartram Association in partnership with the City of Philadelphia Department of Parks & Recreation.

The Garden is in a period of tremendous organizational growth and maturation, thanks both to significant site and program investments and expansion as well as increased external development planned for our nearby Southwest Philadelphia neighborhood. In the last decade, our visibility and public renown have increased significantly as we have refined our vision and organizational priorities, thus nearly quadrupling our annual budget, annual visitation, and staff size.

With a reclaimed meadow, community farm, ecologically significant natural tidal wetlands, and

the neighborhood's only safe river access, we offer year-round free and low-cost programming focused on building equitable relationships among people and nature. As a free public park, we particularly seek to welcome, serve, and champion our nearest neighbors in Southwest Philadelphia, where more than 80% of residents identify as Black or African American. This commitment is a relatively recent change for our historic institution: for many years, our Board was composed entirely of Bartram family descendants, and staff and neighbors alike recall that until the early 2010s, the Garden was a mostly-white space perceived as a private estate. A visitation study conducted in 2022–2023 revealed that our visitors' racial and ethnic demographics echo those of Philadelphia as a whole, with roughly two-thirds of visitors identifying as people of color.

With the 2018 launch of the Southwest Philadelphia Community Leadership Team (SWLT), a stipended group of about 20 neighborhood leaders, the Garden began intentionally including local residents in large-scale organizational decision-making, beginning with a facilitated 18-month planning process that led to the development of our campus plan, finalized in 2020. In addition to their role in this planning process, we continue to partner with members of the SWLT on program priorities and site investments, and several members of the SWLT have subsequently joined the Garden's Board of Directors.

In keeping with recent efforts to reimagine the use of the land and historic buildings in the Garden, JBA seeks to evolve the historic interpretation of the site, making room for more storytelling about the Black, Indigenous, Immigrant communities and the industrial period while continuing to share the narrative of the Bartram family legacy. As part of this intentional reckoning with the historically untold aspects of our history, we are piloting a Lenape Research Fellowship to help us locate and internalize information about Indigenous Traditional Ecological Knowledge, incorporating this research into our land management practices as well as our historic interpretation.

The ambitions of the campus plan, as well as the inclusive process by which it was developed, marked a new phase in the understanding of this 50-acre site and its impact, especially in the context of our wider Southwest Philadelphia neighborhood, which is poised for transformation owing to more than \$550 million in planned external investment. In order to ensure that the Garden can remain both welcoming to and resilient to the increased visitation and programmatic use that comes not only from our own increased profile but also the impacts of the changing neighborhood and global climate change, the campus plan centers upon three major capital projects totaling roughly \$50 million in long-term site investment within or adjacent to the park's physical campus, as well as the Garden's support of an ambitious new facility led by a local partner. The neighboring Bartram Village is currently under redevelopment per their plans which can be found at [this link](#). Additionally, SEPTA is planning major trolley modifications along Lindbergh Boulevard which can be found at [this link](#). Additional details about the major projects and associated partnerships are available online at [Our Plans & Partners](#). Other related projects include redevelopment of the Garden's administrative and horticultural complex as well as improvements to the site's historic archives and public reading room. Together, these efforts—including both continued fundraising and partnership development as well as eventual groundbreaking and construction—will be key priorities in the coming years, significantly influencing the organization's use of resources, daily operations, and ecosystems care.

The selected Caterer will be expected to understand and operate within this context, recognizing that Bartram’s Garden functions as both a historic site and an active civic space serving Southwest Philadelphia and the city’s residents.

## 2.2. Location and Access

Bartram’s Garden is located in Southwest Philadelphia, less than 15 minutes from Center City Philadelphia, and is convenient to I-76 (Schuylkill Expressway) and I-95. The Garden is accessible by public transportation on Trolley T5 (#36). The address of Bartram’s Garden is 5400 Lindbergh Boulevard. Bartram’s Garden is located along the Tidal Schuylkill River.

The main pedestrian and vehicle entrance to the Garden is at 5400 Lindbergh Boulevard. Bartram’s Garden is also accessible via a bike trail that will connect the Garden to the Schuylkill Banks trails in Center City Philadelphia beginning in 2026.

The main vehicle entrance for visitors to Bartram’s Garden is located at 54th Street and Lindbergh Boulevard. The service entrance to the Garden is located off 56th Street. There is a rail overpass on 56th Street that restricts the height of service vehicles to 13 feet and should be noted for the purposes of planning deliveries to the Garden.

## 2.3. History and Previous Catering Use at Bartram’s Garden

Bartram’s Garden has been a destination for weddings and special events since 2000. In 2015 JBA issued its first RFP for exclusive catering agreement and Jamie Hollander Gourmet was selected and has been Bartram’s catering partner since. With the initial 5-year term, COVID era extension, and subsequent 5-year renewal coming to a close, JBA is issuing a new RFP. Sample photos can be found at [www.bartramsgarden.org](http://www.bartramsgarden.org).

As part of this first agreement with Jamie Hollander Gourmet, JBA invested in the construction of the Eastwick Pavilion including the interpretation of the historic Eastwick Mansion that once stood on the site. Using the mansion layout as inspiration, Eastwick Pavilion was created as a shared facility between the caterer and JBA with a negotiated calendar that allowed for private events along with a calendar of public and community events. JBA expects to continue to use Eastwick Pavilion in similar ways with the selected caterer.

	# Weddings	# Other Rentals	Total
2020	9	3	12
2021	53	18	71
2022	60	17	77
2023	46	12	58
2024	29	9	38
2025	34	10	44

## 2.4 Licensed Areas

Licensed Area” means the following areas within the Garden, as indicated on the Licensed Area Site and Utility Plan attached to this RFP as Appendix A:

- 1) Ann Bartram Carr Garden (cocktail hours and photos only)
- 2) Common Flower Garden and New Flower Garden (ceremonies, cocktail hours, and photos only)
- 3) Patio and lawn adjacent to Eastwick Pavilion
- 4) Barn and Lath House (available for wedding suites, ceremonies, photos, and cocktail hour only)
- 5) Bee Room (for cocktail staging only)
- 6) Restrooms adjacent to the Barn
- 7) Eastwick Pavilion
- 8) Bartram House bathrooms
- 9) Public Parking loop adjacent to meadow for 100 to 125 cars is available both for public parking as well as for events. Service parking for 2 trucks and 2 cars at Eastwick Hill.

## 3. OBLIGATIONS OF THE CATERER

### 3.1. Catering Agreement

The Caterer will execute a Catering Agreement with JBA substantially in the form attached to this RFP as Appendix B. Respondents should review the proposed Catering Agreement and include in their Proposal any objections or exceptions to the Agreement. If no exceptions are taken, JBA will assume that the proposed Agreement is acceptable to the Respondent. This Section 3 of the RFP highlights key obligations of the Caterer but Respondents should read the entire proposed Catering Agreement for a comprehensive understanding of the obligations required of the selected Caterer.

### 3.2 Community and Mission-Based Responsibilities

The Caterer shall operate in a manner that supports the mission and public role of Bartram’s Garden. These responsibilities are more fully set forth in Section 5.02 of the Catering Agreement

### 3.3 Term of the Catering Agreement; Recognition Agreement

- 3.3.1 The term of the Catering Agreement will start January 1, 2028 and will end on

December 31, 2032.

3.3.2 The Association has a long-standing year-to-year lease from the City. To assure the Caterer that the City will not disturb the Catering Agreement, the City has agreed to enter into a Concession Recognition Agreement substantially in the form attached as Appendix C.

3.2. Eastwick Pavillion

The selected Caterer will be responsible for installing and maintaining a three-season tent on the pavilion at Eastwick Hill. The design will be subject to the approval of JBA. The following is the design program for the pavilion:

- 3.3.1 Temporary tent structure that seats a maximum of 300 guests including space for presentations and food service. The structure shall be placed on a ‘pad’, an impervious surface that is constructed at the flattest portion of Eastwick Hill as shown on the map. The temporary tent structure will open out onto flagstone terraces overlooking the river and the Franklinia grove for outdoor event space. The tent structure may be heated or cooled if needed by the Caterer upon approval of the systems by JBA.
- 3.3.2 Adjacent to the tent, high quality temporary bathrooms to support the number of attendees.
- 3.3.3 Adjacent to the tent, indoor area for temporary kitchen space, storage and utilities.
- 3.3.4 The selected Caterer will be responsible for the following, as more fully set out in Article VII of the Catering Agreement:
  - 3.3.4.1 Design and construction team to develop the plans, costs and construction schedule.
  - 3.3.4.2 Funding to complete the tent structure, bathroom facilities, kitchen facilities, storage area
  - 3.3.4.3 All permits needed to complete construction
  - 3.3.4.4 Selection and management of contractors and vendors to complete the construction.
- 3.3.5 All Respondents must submit a schedule for completion of the Eastwick Pavillion which will ensure achievement of that completion date. The schedule will become a part of the Catering Agreement. Failure to meet the milestones in the schedule will be considered a default under the Catering Agreement and JBA will be permitted to terminate the Catering Agreement due to such default. Construction of the Eastwick Pavillion must be completed April 1, 2028.

### 3.4 Scheduling of Events

- 3.4.1 The scheduling of events in the Licensed Area will be managed through a jointly maintained Organizational Calendar. The details of how the Organizational Calendar will be managed are more fully set forth in the Catering Agreement. Caterer will add all their events and event holds to JBA Organizational Calendar. Before adding a respective event or hold, each party is responsible for identifying and resolving any preexisting calendar conflicts.
- 3.4.2 JBA reserves the use of the Licensed Area for the following events every year. Respondents should take this into account when preparing their proposals. In addition, JBA will be able to reserve the Licensed Area for its events on a rolling eight-month basis if the applicable date is not reserved by Caterer on the Organizational Calendar.

#### ANNUAL CALENDAR OF EVENTS

EVENT TYPE	DATES	LOCATION
Spring Fest	Last Weekend in April	Entire Garden
Juneteenth	Sunday proximate to holiday	Entire Garden
Twilight in the Garden	First Friday in October	Entire Garden
Indigenous People’s Day	Sunday adjacent to Monday holiday	Entire Garden
Harvest Festival	Second or Third Sunday in October	Entire Garden

In addition to the above large-scale events, JBA will schedule one Friday evening event each of the following months: April, May, July, and August.

- 3.4.3 The Caterer will agree to work cooperatively with JBA to provide catering services for JBA’s annual gala and summer fundraisers at rates that will help JBA ensure the financial success of the event. The annual gala is currently Twilight in the Garden, held the first Friday in October. The summer fundraiser will be scheduled at the convenience of the Caterer and JBA. Caterer’s commitment to the Annual Gala and the summer fundraiser must be included in its Proposal.

### 3.5 Storage Space

The Caterer may use storage space incorporated into the design of Eastwick Pavilion and service area. If additional storage space is required, the Caterer shall arrange for additional storage off-site from the Garden at the Caterer’s sole cost and expense.

### 3.6 Utilities

The current utilities servicing the Licensed Areas are shown on the Licensed Area and Utility Site Plan attached to this RFP as Appendix A. JBA makes no representations or warranties about the adequacy of the existing utilities for Event Planning and Catering.

Additional information regarding utilities is set forth in the Catering Agreement

### 3.7 Licenses and Permits

The Caterer shall, at its sole cost and expense, obtain and maintain during the Term all licenses and permits required under all Applicable Laws and related to the Event Planning and Catering. The Caterer shall, and shall cause all of its contractors and subcontractors, to procure and maintain all necessary approvals, permits and licenses for the lawful operation of its business.

### 3.8 Payment of Concession Fee.

The Caterer will pay the Catering Fee to JBA on a timely basis as required by the Catering Agreement. The details of the Catering Fee are described in Section 4 of this RFP.

### 3.9 Economic Opportunity Requirements

The Caterer should use reasonable efforts to advance cultural diversity within its organization, promoting the inclusion of employees and /or subcontractors from various social, racial and ethnic backgrounds. In the furtherance of the policies of antidiscrimination and economic inclusion, JBA strongly encourages Proposals from minority and women led and operated businesses. If a Respondent is recognized as a Minority Business Enterprise (MBE) or Woman Business Enterprise(WBE), as a Disabled Business Enterprise (DSBE) or a Disadvantaged Business Enterprise (DBE)by the City of Philadelphia, the Pennsylvania Department of General Services, the Pennsylvania Unified Certification Program (PaUCP) or another approved certifying agency, a copy of the certification should be included with the Proposal.

In addition to the requirements above, the Caterer shall make efforts to recruit, train, and retain event staff from the surrounding community. The Caterer is encouraged to demonstrate how its hiring, training, and subcontracting practices will contribute to workforce development opportunities for residents of Southwest Philadelphia.

3.10. Insurance. Insurance requirements of the Caterer are set forth in Article XIII of the Catering Agreement.

## 4. FINANCIAL PROPOSAL AND PAYMENT OF CONCESSION FEE

### 4.1 Catering Fee Proposal

All Respondents must submit a financial proposal as part of their Proposal to JBA. The Financial Proposal will include the Respondent's commitment to pay the Catering Fee proposed by Respondent. The financial terms of the Proposal must be set forth in the format attached to this RFP as Appendix D. Additional proposal requirements are outlined in Section 6 of this RFP.

The Catering Fee is comprised of the Minimum Annual Guarantee (“MAG”) and Gross Revenue Percentage Fee (“GRP”), collectively the “Catering Fee”. The MAG is the minimum amount guaranteed to be paid to JBA by the Caterer for each calendar year of the Catering Agreement. Caterer shall pay the MAG portion of the Catering Fee on a monthly basis no later than the 15<sup>th</sup> of every calendar month. Caterer shall pay the GRP portion of the Catering Fee in quarterly installments for the prior fiscal quarter on February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> of every year. The GRP will be the percentage of Gross Revenues guaranteed to be paid by the Caterer to JBA for each calendar year of the Catering Agreement. In this RFP, the term “Gross Revenues” includes all the Caterer’s revenue, however characterized.

#### 4.2 Licensed Area Care and Maintenance Fund

In addition to the Catering Fee, the Caterer will be required to contribute funds to a Licensed Area Capital Improvement Fund. These funds will be used by JBA to maintain the landscaping, garden and lawns that are within the Licensed Area. Each Respondent must propose an amount it will contribute on an annual basis for the initial Term.

#### 4.3 Financial Reporting

- 4.3.1 Caterer shall prepare and submit to JBA a quarterly “Accounting Report”, as required by Article IV of the Catering Agreement. The Accounting Report shall include a detailed income and expense statement for activities conducted at the Garden, including, but not limited to, gross revenues from all categories of events.
- 4.3.2 Within 90 days following the Caterer’s fiscal year end, the Caterer shall submit to JBA and the City a report that includes (1) an annual summary description of the activities undertaken by the Caterer on or with respect to the Garden, including a detailed income and expense statement for activities conducted at the Garden, (2) the Caterer’s annual financial statement prepared by a Certified Public Accountant according to Generally Accepted Accounting Principles (GAAP), consistently applied, and (3) the Caterer’s tax return for the most recent calendar year. The Caterer shall also promptly submit to JBA all supplemental reports, documents, records, and other information that JBA may reasonably require.

### 5 ELIGIBILITY TO SUBMIT A PROPOSAL

5.1 No Proposal will be accepted from, and the Catering 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, or any contract obligation, or has defaulted as surety or otherwise, upon obligations to the City, or has failed to perform faithfully any previous contract with the City, or has failed to execute a contract the person, firm, or corporation negotiated with the City.

5.2 JBA will not accept any Proposal from, nor award the Catering Agreement to any official,

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

## 6 PROPOSAL REQUIREMENTS

### 6.1 Form of Proposal

Each Respondent's Proposal must include the following:

1. Cover letter and Proposal Security, as described in Section 6.3
2. Description of company profile, organization, and personnel as required by Section 6.4
3. Management Experience Qualifications, and at least three references
4. Financial Information, as described in Section 6.5
5. Statement of Understanding of the Purpose of this RFP
6. Financial Proposal Form as required by Section 4.1 of this RFP and Appendix D
7. Operational Plan, as described in Section 6.8
8. Pro-Forma, as described in Section 6.7
9. Schedule for achieving completion of the Eastwick Pavillion by April 1, 2028

Proposals must be submitted electronically no later than 11:59 PM on July 1, 2026 (the "Deadline for Submitting Proposals") to the following: [avaeni@bartramsgarden.org](mailto:avaeni@bartramsgarden.org) and [capitalprojects@bartramsgarden.org](mailto:capitalprojects@bartramsgarden.org).

### 6.2 Oral Presentations

JBA may request Respondents to make oral presentations after the Deadline for Submitting Proposals. Respondents will be notified on or about July 20, 2026 whether they will be invited to make an oral presentation. Oral presentations as determined by JBA shall be held between August 4 and August 10, 2026.

### 6.3 Proposal Security

Each Respondent must submit with its proposal a check, made payable to the "John Bartram Association" in the amount of One Thousand Dollars (\$1,000.00) ("Proposal Security"). JBA may reject any proposal that is not accompanied by the required Proposal Security.

A Respondent's Proposal Security may be retained in full by JBA if the Respondent (a) executes the Catering Agreement but fails to furnish the required Performance Security within three days following execution of the Catering Agreement or fails to provide the required evidence of

insurance documents within 5 days after the Catering Agreement is executed or (b) fails to execute a Catering Agreement in accordance with the terms of its Proposal, unless JBA has permitted the Respondent to withdraw its Proposal. Proposal Security will be returned to unsuccessful Respondents after the Catering Agreement is signed with the successful Respondent.

#### 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 then 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 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 Event Planning and Catering at facilities comparable in size to the Bartram's Garden). 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 JBA, or with the City, in the last five years.
- 6.4.9 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.
- 6.4.10 List all surety companies that have previously issued performance bonds on behalf of Respondent or any its Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five years due to unsuccessful completion of the contract.

## 6.5 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 JBA to contact the Respondent's creditor references regarding that information.

## 6.6 Understanding the Purpose of this RFP, Rights and Obligations of the Caterer

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 Garden as an event venue. Also, each Respondent must describe its approach to the proposed Event Planning and Catering, including Respondent's work plan and strategy.

Each Respondent must also describe in specific terms how its approach to Event Planning and Catering will align with Bartram's Garden's mission as a public, community-centered space, including proposed strategies for supporting inclusive access, environmental sustainability, and meaningful engagement with local communities. Respondents should include examples from prior work and identify any measurable commitments they would bring to this partnership.

## 6.7 Pro-Forma

Each Respondent must include in its proposal a well thought out pro-forma projection for the Initial Term and the Renewal Term (i.e., a ten-year projection) of the projected number of events for the Event Planning and Catering and projected Concession Fees. The pro-forma projection must include explanations for all the assumptions used in its formulation.

## 6.8 Operational Plan

All Proposals must include a detailed operational plan for Event Planning and Catering at Bartram’s Garden (“Operational Plan”). At a minimum, the following must be included in the Operational Plan:

- 6.8.1 A detailed description for operating and managing the Event Planning and Catering at the Bartram’s Garden, including, but not limited to, staffing, marketing, providing tours to prospective clients, booking and scheduling procedures, equipment purchases, and maintenance and repair of Bartram’s Garden.
- 6.8.2 Sample menus that demonstrate quality, variety, and provide a range of pricing points.
- 6.8.3 Identification of Respondent’s on-site management team and description of team’s background and experience.
- 6.8.4 An estimated number of employees and the positions they will fill in the Caterer’s performance of Event Planning and Catering.
- 6.8.5 The customer service standards Respondent deems necessary for the Event Planning and Catering.
- 6.8.6 Description of the catering firm(s) to be subcontracted by the Respondent to provide alternative catering options for clients.
- 6.8.7 Description of any other requirements not mentioned in Section 3 of this RFP that are required to ensure the safe, sanitary and legal operation of Bartram’s Garden in the public interest.
- 6.8.8 A plan that makes it possible for users of Bartram’s Garden who have special needs or desires to have specialized Event Planning and Catering; for example, kosher or halal food or specific ethnic cuisine.
- 6.8.9 A description of how the Respondent will support community access to Bartram’s Garden, including any proposed pricing models, partnerships, or programs.
- 6.8.10 A description of the Respondent’s sustainability practices, including sourcing, waste management, and reduction of single-use materials.

## 6.9 Confidential Information

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. JBA will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.

## 6.10 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. JBA 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 JBA's selection of a Respondent for further negotiations leading to a Catering Agreement constitute acceptance by JBA of any objection or proposed alternative provision set forth in that Respondent's Proposal.

## 6.11 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:

- 6.11.1 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. JBA 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, JBA's evaluation of Proposals, or JBA's selection of Respondent for further negotiations.
- 6.11.2 Respondent will promptly permit JBA to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References;
- 6.11.3 Respondent must promptly provide additional information or more detailed information upon request by JBA, including information inadvertently omitted by a Respondent;
- 6.11.4 Respondent shall not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of JBA.
- 6.11.5 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending JBA 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.

## 6.12 Rights of JBA.

JBA reserves the right to reject any or all proposals and to select the proposal that it determines

to be in the best interest of Bartram’s Garden. The contract is subject to the approval of the Board of Directors of JBA and is effective only upon their approval. Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above. Proposals will remain effective for JBA review and approval for 90 days from the deadline for submitting proposals. If only one proposal is received by JBA, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 90-day period that proposals are effective.

## 7 EVALUATION OF PROPOSALS

### 7.1 Selection Committee

Those Proposals that JBA determines in its sole discretion are responsive to this RFP will be reviewed by a “Selection Committee” comprised of representatives from JBA.

### 7.2 Proposal Evaluation Criteria

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.

- 7.2.1 Demonstrated experience at operating catering facilities that are similar in size and nature to the Bartram’s Garden.
- 7.2.2 Caterer Financial Proposal
- 7.2.3 Financial capability to perform the work required by the RFP and as presented in the Proposal.
- 7.2.4 The Respondent’s vision for Event Planning and Catering at Bartram’s Garden, and the proposed Operational Plan.
- 7.2.5 Menu quality, variety and range of pricing points.
- 7.2.6 Any other factors the Selection Committee considers relevant to the evaluation to the Proposal.
- 7.2.7 Demonstrated ability to operate in alignment with the mission of Bartram’s Garden, including commitment to community access, environmental sustainability, and public-facing programming.

APPENDIX\_A

Licensed Area and Utility Site Plan

## APPENDIX A

### Licensed Area and Utility Site Plan

Maps attached.

For additional details please visit our interactive map at:

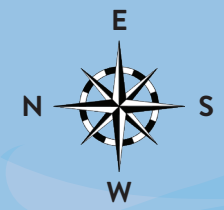
[Explore Bartram's Garden | Southwest Philadelphia's Home for Horticulture](#)

Download a copy of our Campus Masterplan here:

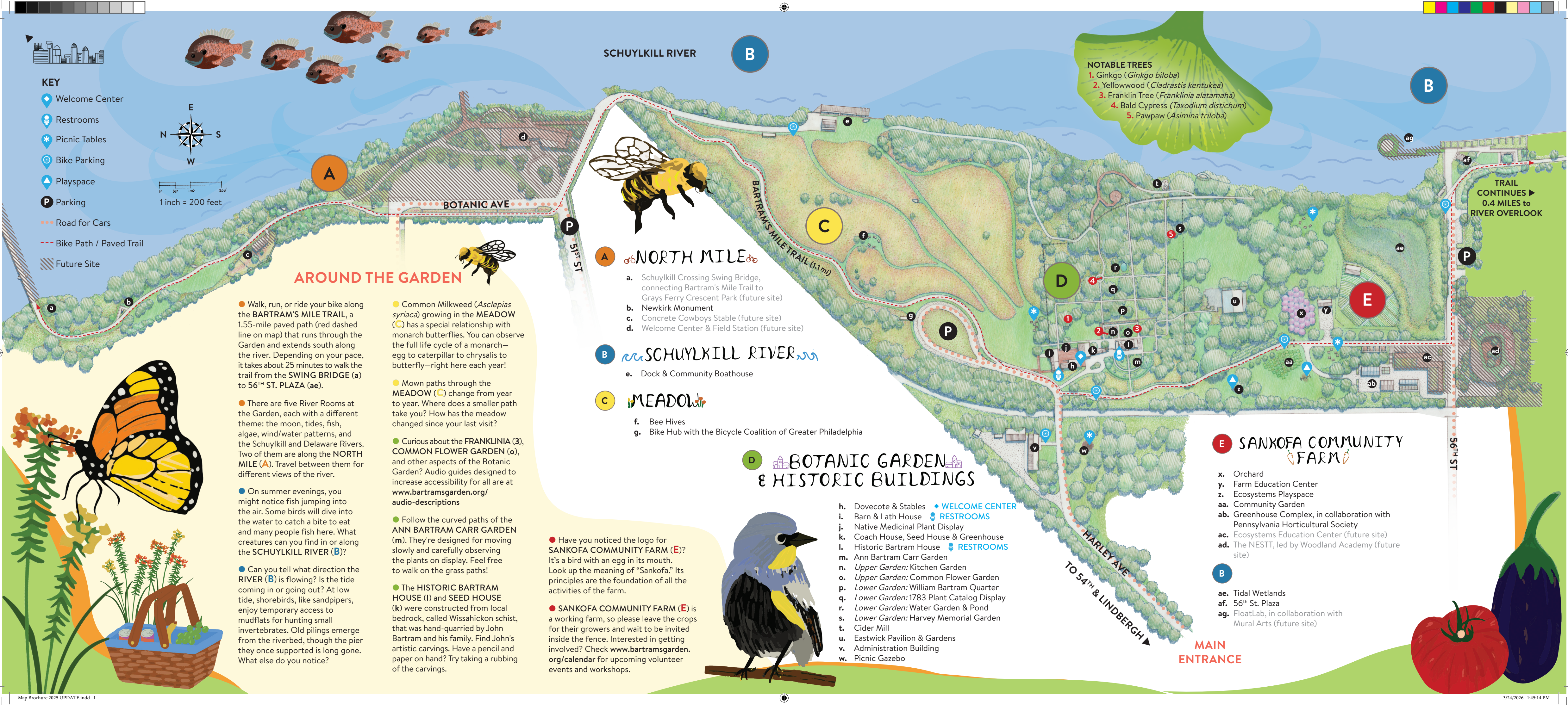
[Bartrams-Garden-Campus-Masterplan-Web.pdf](#)

KEY

- ◆ Welcome Center
- ♿ Restrooms
- ★ Picnic Tables
- 🚲 Bike Parking
- ▶ Playspace
- P Parking
- Road for Cars
- - - Bike Path / Paved Trail
- ▨ Future Site



0 50 100 150  
1 inch = 200 feet



### AROUND THE GARDEN

● Walk, run, or ride your bike along the **BARTRAM'S MILE TRAIL**, a 1.55-mile paved path (red dashed line on map) that runs through the Garden and extends south along the river. Depending on your pace, it takes about 25 minutes to walk the trail from the **SWING BRIDGE (a)** to **56<sup>TH</sup> ST. PLAZA (ae)**.

● There are five **River Rooms** at the Garden, each with a different theme: the moon, tides, fish, algae, wind/water patterns, and the Schuylkill and Delaware Rivers. Two of them are along the **NORTH MILE (A)**. Travel between them for different views of the river.

● On summer evenings, you might notice fish jumping into the air. Some birds will dive into the water to catch a bite to eat and many people fish here. What creatures can you find in or along the **SCHUYLKILL RIVER (B)**?

● Can you tell what direction the **RIVER (B)** is flowing? Is the tide coming in or going out? At low tide, shorebirds, like sandpipers, enjoy temporary access to mudflats for hunting small invertebrates. Old pilings emerge from the riverbed, though the pier they once supported is long gone. What else do you notice?

● Common Milkweed (*Asclepias syriaca*) growing in the **MEADOW (C)** has a special relationship with monarch butterflies. You can observe the full life cycle of a monarch—egg to caterpillar to chrysalis to butterfly—right here each year!

● Mown paths through the **MEADOW (C)** change from year to year. Where does a smaller path take you? How has the meadow changed since your last visit?

● Curious about the **FRANKLINIA (3)**, **COMMON FLOWER GARDEN (o)**, and other aspects of the Botanic Garden? Audio guides designed to increase accessibility for all are at [www.bartramsgarden.org/audio-descriptions](http://www.bartramsgarden.org/audio-descriptions)

● Follow the curved paths of the **ANN BARTRAM CARR GARDEN (m)**. They're designed for moving slowly and carefully observing the plants on display. Feel free to walk on the grass paths!

● The **HISTORIC BARTRAM HOUSE (l)** and **SEED HOUSE (k)** were constructed from local bedrock, called Wissahickon schist, that was hand-quarried by John Bartram and his family. Find John's artistic carvings. Have a pencil and paper on hand? Try taking a rubbing of the carvings.

● Have you noticed the logo for **SANKOFA COMMUNITY FARM (E)**? It's a bird with an egg in its mouth. Look up the meaning of "Sankofa." Its principles are the foundation of all the activities of the farm.

● **SANKOFA COMMUNITY FARM (E)** is a working farm, so please leave the crops for their growers and wait to be invited inside the fence. Interested in getting involved? Check [www.bartramsgarden.org/calendar](http://www.bartramsgarden.org/calendar) for upcoming volunteer events and workshops.

### A NORTH MILE

- a. Schuylkill Crossing Swing Bridge, connecting Bartram's Mile Trail to Grays Ferry Crescent Park (future site)
- b. Newkirk Monument
- c. Concrete Cowboys Stable (future site)
- d. Welcome Center & Field Station (future site)

### B SCHUYLKILL RIVER

- e. Dock & Community Boathouse

### C MEADOW

- f. Bee Hives
- g. Bike Hub with the Bicycle Coalition of Greater Philadelphia

### D BOTANIC GARDEN & HISTORIC BUILDINGS

- h. Dovecote & Stables ◆ **WELCOME CENTER**
- i. Barn & Lath House ♿ **RESTROOMS**
- j. Native Medicinal Plant Display
- k. Coach House, Seed House & Greenhouse
- l. Historic Bartram House ♿ **RESTROOMS**
- m. Ann Bartram Carr Garden
- n. *Upper Garden*: Kitchen Garden
- o. *Upper Garden*: Common Flower Garden
- p. *Lower Garden*: William Bartram Quarter
- q. *Lower Garden*: 1783 Plant Catalog Display
- r. *Lower Garden*: Water Garden & Pond
- s. *Lower Garden*: Harvey Memorial Garden
- t. Cider Mill
- u. Eastwick Pavilion & Gardens
- v. Administration Building
- w. Picnic Gazebo

#### NOTABLE TREES

1. Ginkgo (*Ginkgo biloba*)
2. Yellowwood (*Cladrastis kentukea*)
3. Franklin Tree (*Franklinia alatamaha*)
4. Bald Cypress (*Taxodium distichum*)
5. Pawpaw (*Asimina triloba*)

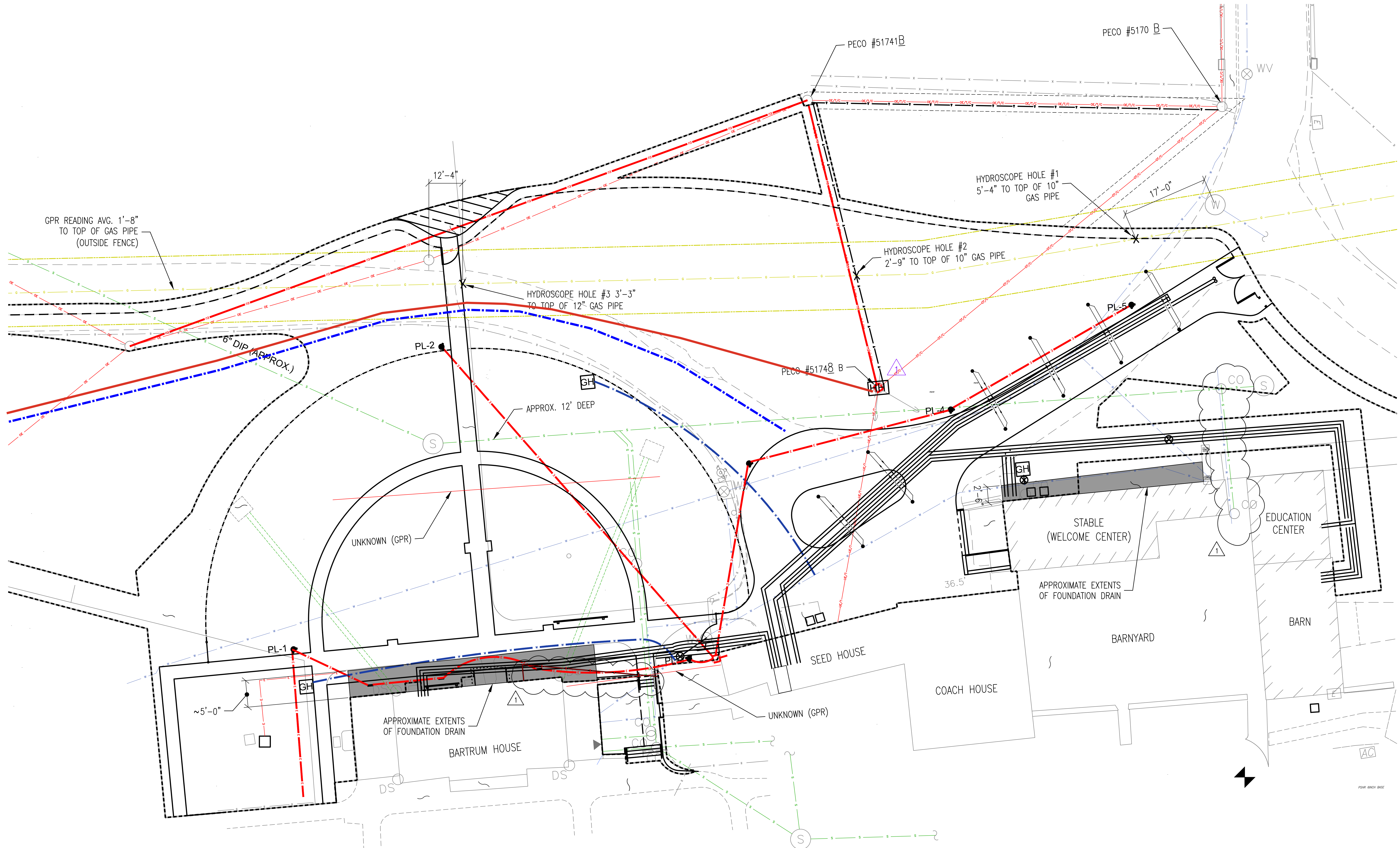
### E SANKOFA COMMUNITY FARM

- x. Orchard
- y. Farm Education Center
- z. Ecosystems Playspace
- aa. Community Garden
- ab. Greenhouse Complex, in collaboration with Pennsylvania Horticultural Society
- ac. Ecosystems Education Center (future site)
- ad. The NESTT, led by Woodland Academy (future site)

### B

- ae. Tidal Wetlands
- af. 56<sup>th</sup> St. Plaza
- ag. FloatLab, in collaboration with Mural Arts (future site)

MAIN ENTRANCE



CVM NEXT - 10/21/15 UTILITY UNDERLAY - ADDENDUM 1  
 N.T.S.

- LEGEND:
- DENOTES EXISTING UTILITIES.
  - DENOTES NEW UTILITIES.

## APPENDIX B

### FORM OF CATERING AGREEMENT

THIS CATERING AGREEMENT (“Agreement”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, is made by THE JOHN BARTRAM ASSOCIATION, a Pennsylvania non-profit corporation (the “JBA”), and \_\_\_\_\_, a Pennsylvania [corporation][limited liability company].

#### Article I. DEFINITIONS; EXHIBITS; INCORPORATION OF DOCUMENTS

Section 1.02 Definitions. Each word and phrase defined in the Preamble and Background of this Catering Agreement has its assigned meaning. The words and phrases defined below in this Catering Agreement have the meanings assigned to them below.

- a) “Alteration” and “Alterations” means installation, modification, or replacement of any structural element or other capital element of the Garden, or of any appliance, equipment, or fixture of the Garden; a modification to any building of the Garden; painting any wall, molding, trim, or other surface or feature of the Garden; and a change to the appearance of the Garden other than temporary arrangements for an event.
- b) “City” includes the City of Philadelphia, the Department of Parks and Recreation, and all the City’s other departments, boards, commissions, officials, officers, employees, and agents.
- c) “Commencement Date” means January 1, 2028.
- d) “Caterer” has the meaning assigned to it in the Preamble above and includes Caterer’s officers, employees, and agents.
- e) “Catering Fee” means the total amount payable by Caterer to JBA under Article IV of this Agreement
- f) “Subcontractor” and “Subcontractors” include each and every business that the Caterer hires to provide service, supplies, or equipment in connection with Caterer’s obligations under this Agreement.
- g) “Event Planning and Catering” includes all functions typically performed by a comprehensive catering company, such as facility marketing and advertising; set up and staging for an event; bar tending and cocktail service; food and beverage purchases, food preparation, cooking and warming; buffet and food station operation, table wait service and bussing; related equipment rentals; take down and clean up after the event; and, when requested by clients, contracting for event supporting and supplemental services such as bands and other entertainment, lighting design, floral arrangements, photographers and videographers, coat check, site security, valet

parking, and other services.

- h) “Licensed Area” means the following areas within the Garden, as more specifically shown on Appendix A:
  - i. Ann Bartram Carr Garden (cocktail hours and photos only)
  - ii. Common Flower Garden and New Flower Garden (ceremonies, cocktail hours, and photos only)
  - iii. Patio and lawn adjacent to Eastwick Pavilion.
  - iv. Barn and Lath House (available for wedding suites, ceremonies, photos, and cocktail hour only)
  - v. Bee Room (cocktail staging only)
  - vi. Restrooms adjacent to the Barn
  - vii. Eastwick Pavilion
  - viii. Bartram House bathrooms
  - ix. Public Parking loop adjacent to meadow for 100 to 125 cars is available both for public parking as well as for events. Service parking for 2 trucks and 2 cars at Eastwick Hill.
- i) “Parks and Recreation Commissioner” means the Department of Parks and Recreation Commissioner, and any person who legally succeeds to the powers and duties of the Commissioner.
- j) “Termination Date” means December 31, 2032, or such earlier date of termination if this Agreement is terminated in accordance with Article XIV.

Section 1.03 Exhibits. The following is a list of exhibits attached to and made a part of this Agreement

Exhibit A: Licensed Area Site and Utility Plans

Exhibit B: Catering Fee

Exhibit C: Rules of Use

Exhibit D: Construction Schedule

Article II. LICENSE

Section 2.01 License. Starting as of the Commencement Date, subject to the provisions of this Agreement, JBA grants to Caterer the Catering License to perform Event Planning and Catering Services for the Term. Caterer shall exercise the Catering License only in the Licensed Area. All other spaces shall remain for public and JBA use. If any other spaces are needed, Caterer must obtain the written approval of JBA at least 15 days before the proposed event. If approval is granted, Caterer shall update the calendar accordingly. No approval of additional space for a single Event shall be deemed an expansion of the Licensed Area.

Section 2.02 Conditions of Exercise of License. Caterer's exercise of the Catering License is subject to the "AS IS" condition of Bartram's Garden, including all defects latent and patent. JBA makes no representation or warranty, express or implied, in fact or in law, regarding the nature, condition or usability of the Bartram's Garden or its compliance with applicable laws.

Section 2.03 Ownership and Interests in Bartram's Garden. Bartram's Garden is owned by the City of Philadelphia. This Agreement does not grant or convey any title, leasehold, or other interest in Bartram's Garden to the Caterer. This Agreement gives Caterer a mere license to enter, manage and operate event planning and catering at Bartram's Garden, subject to the provisions of this Agreement.

Section 2.04 No City Financial Commitment. This Agreement does not obligate the City to appropriate or spend money at any time or for any reason.

Article III. INITIAL TERM; CONCESSION RECOGNITION AGREEMENT

Section 3.01 Term. The term ("Term") of this Agreement will start on the Commencement Date and, unless sooner terminated as provided in this Agreement, will expire on the Termination Date.

Section 3.02 Vacation of Licensed Area. On the Termination Date, the Caterer shall vacate the Licensed Area and leave the Garden in the same condition in which it was found immediately prior to the Caterer's entry onto the Garden, except for reasonable wear and tear, and the Caterer's improvements that were duly approved by JBA and City under this Agreement.

Article IV. PAYMENTS TO JBA; INVESTMENTS; REPORTING

Section 4.01 Catering Fee.

- a. The Catering Fee is comprised of the Minimum Annual Guarantee ("MAG") and Gross Revenue Percentage Fee ("GRP") as set forth in Exhibit B. Exhibit B also sets forth Caterer's commitment to JBA with respect to JBA's annual fundraisers.
- b. The Caterer shall remit payment on the MAG portion of the Catering Fee to JBA without deduction, setoff, or counterclaim in monthly installments no later than the

15<sup>th</sup> day of the month.

- c. The GRP is based on all food and drink revenue Caterer and any of its related companies receives in connection with an event. Caterer shall remit payment to JBA on the GRP portion of the Catering Fee without deduction, setoff, or counterclaim in quarterly installments beginning on February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> of every year. Event sales projections will be maintained in a shared document and updated with actuals on at least a quarterly basis.
- d. The Caterer shall make all its Catering Fee payments payable to the John Bartram Association and delivered to:
  - Finance Department
  - John Bartram Association
  - 5400 Lindbergh Boulevard
  - Philadelphia, PA 19143
- e. Caterer shall prepare and submit to JBA, a quarterly “Accounting Report” no later than 45 days after the close of each fiscal quarter. The Accounting Report shall include a detailed income and expense statement for activities conducted at the Garden, including, but not limited to, gross revenues from all categories of revenue.
- f. Within 90 days following the Caterer’s fiscal year end, the Caterer shall submit to JBA and the City a report that includes (1) an annual summary description of the activities undertaken by the Caterer on or with respect to the Garden, including a detailed income and expense statement for activities conducted at the Garden, (2) the Caterer’s annual financial statement prepared by a Certified Public Accountant according to Generally Accepted Accounting Principles (GAAP), consistently applied, and (3) the Caterer’s tax return for the most recent calendar year. The Caterer shall also promptly submit to JBA all supplemental reports, documents, records, and other information that JBA may reasonably require.

Section 4.02 Facilities Care and Maintenance. The Caterer shall make annual contributions to the Licensed Area Care and Maintenance Fund in the amounts set forth on Exhibit B.

## Article V. USE OF BARTRAMS GARDEN

Section 5.01 Historic Site. Caterer acknowledges that Bartram’s Garden is a historic site and actively growing public space and from time to time may be undergoing restoration work or construction during an event. JBA will make reasonable good faith efforts to ensure that such work does not unreasonably interfere with an event, but makes no other assurances or guarantees that such work will not be in progress or that construction materials will not be in view of event guests. If any project(s) is/are in progress during an event, JBA will provide written material(s) to inform guests of the nature of the work taking place, and its importance to the mission of Bartram’s Garden. JBA will endeavor to provide the Caterer with an advance schedule of maintenance and construction projects, except in the event of an emergency that requires

immediate repair. Caterer will be responsible for all communications regarding construction projects with their clients.

Section 5.02 Community and Mission-Based Responsibilities. The Caterer shall operate in a manner that supports the mission and public role of Bartram's Garden. At a minimum, this commitment shall include the following:

- a) Provide equitable and accessible pricing structures for Southwest Philadelphia community-based organizations and local residents
- b) Collaborate with JBA to support select public programs and community events
- c) Demonstrate cultural responsiveness in menu offerings and service approaches
- d) Employ environmentally responsible practices in food sourcing, service ware, and waste management
- e) Make reasonable efforts to partner with local and regional food producers, where feasible

Section 5.03 Professional Manner. The Caterer and its employees shall at all times conduct themselves courteously, professionally, and in a manner that reflects well upon JBA and the City. The Caterer shall train and supervise its employees and cause them to be well-groomed and neat. Caterer shall cause its employees to be presentable and outfitted in appropriate attire which clearly identifies them as Caterer's employee. JBA may, at its sole reasonable discretion or at the direction of the City, require the Caterer to remove and replace any employee that does not meet these requirements.

Section 5.04 The Caterer shall comply with the Rules of Use of JBA, a copy of which are attached as Exhibit C. The Rules of Use may be amended from time to time by mutual agreement of Caterer and JBA.

## ARTICLE VI. SCHEDULING OF EVENTS

Section 6.01 Organizational Calendar. The scheduling of events in the Licensed Area will be managed through a jointly maintained Organizational Calendar. Caterer will add all their events and event holds to JBA Organizational Calendar. Before adding a respective event or hold, each party is responsible for identifying and resolving any preexisting calendar conflicts. All canceled events must be removed immediately from the Organizational Calendar. Calendar holds will expire and must be removed or replaced within 31 days. All dates not reserved by Caterer are considered free for scheduling by JBA on a rolling eight-month basis and calendar reservations will take place on a first come, first served basis.

Section 6.02 Reservation by JBA. JBA reserves the use of the Licensed Area for the following events every year. Respondents should take this into account when preparing their proposals

## ANNUAL CALENDAR OF EVENTS

EVENT TYPE	DATES	LOCATION
Spring Fest	Last Weekend in April	Entire Garden
Juneteenth	Sunday proximate to the holiday	Entire Garden
Twilight in the Garden	First Friday in October	Entire Garden
Indigenous People's Day	Sunday adjacent to Monday holiday	Entire Garden
Harvest Festival	Second or Third Sunday in October	Entire Garden

In addition to the above large-scale events, JBA will schedule one Friday evening event each of the following months: April, May, July, and August.

Section 6.03 Annual Gala and Summer Fundraiser. The Caterer will agree to work cooperatively with JBA to provide catering services for JBA's annual gala and summer fundraiser at rates that will help JBA ensure the financial success of the event. Caterer's commitment with respect to these events is set forth on Exhibit B.

Section 6.04 JBA Events.

- a. If JBA schedules events in Eastwick Pavilion on days immediately preceding or following scheduled Caterer events, they will share timing information and room layout no later than 90 days in advance of the scheduled event. Caterer will then make best efforts to pre-set JBA tables and chairs layouts following Caterer events.
- b. JBA will not schedule events or event breakdown to take place within the Historic Barn, the Lath House after 12pm on caterer events days without first seeking and receiving permission from Caterer. Amplified noise in adjacent spaces will cease no later than one hour prior to ceremony and/or advertised start time. Rentals by caterer for any ticketed or publicly-advertised public programs must be approved by Bartram's Garden.

Section 6.05 General Communications

- a. Bartram's Garden and Caterer are mutually responsible for sharing updates regarding planned maintenance, evolving protocols, scheduling updates and other information relevant to operations in our shared spaces on a timely basis.
- b. Monthly check-in meetings are to take place between designated JBA staff and the Caterer, respectively, March through November in order to facilitate inter-organizational communication. These same designated representatives will serve as the primary points of contact on all interorganizational correspondence. These individuals are to be copied on email correspondences between organizations in regard to facilities and events.

## ARTICLE VII. CONSTRUCTION AND ALTERATIONS

Section 7.01 Installation of Eastwick Pavillion. Caterer will be responsible for installing and maintaining a three-season tent on the pavilion at Eastwick Hill. The design will be subject to the approval of JBA. The following is the design program for the pavilion:

- a. Temporary tent structure that seats a maximum of 300 guests including space for presentations and food service. The structure shall be placed on a 'pad', an impervious surface that is constructed at the flattest portion of Eastwick Hill as shown on the map. The temporary tent structure will open out onto flagstone terraces overlooking the river and the Franklinia grove for outdoor event space.
- b. Adjacent to the tent, high quality temporary bathrooms to support the number of attendees.
- c. Adjacent to the tent, indoor area for temporary kitchen space, storage and utilities.
- d. Caterer will be responsible for the following:
  - i) Design and construction team to develop the plans, costs and construction schedule.
  - ii) Funding to complete the tent structure, bathroom facilities, kitchen facilities, storage area
- e. All permits needed to complete construction.
- f. Election and management of contractors and vendors to complete the construction.

### Section 7.02 Completion of Initial Construction

- a. Construction of the Eastwick Pavillion must be completed and ready for use by April 1, 2028. The milestone schedule for completion of the Eastwick Pavillion is attached to this Agreement as Exhibit D (the "Construction Schedule"). The construction schedule must include deadlines for securing all permits and financing, submittal of designs to JBA for approval and commencement of construction. Failure to meet any milestone as set forth in the Construction Schedule may be considered an Event of Default under this Agreement.
- b. Caterer shall manage the construction of the Eastwick Pavillion in cooperation with JBA staff and in compliance with security, access, insurance and administrative requirements of JBA and the Garden.

Section 7.03 Repair of Damage. The Caterer shall promptly report, and, as directed by JBA repair or reimburse repairs all damage to Bartram's Garden caused by the Caterer or its Subcontractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from

Caterer's exercise of its License. If the Caterer uses any equipment, furniture, or supplies provided by JBA or the City, then the Caterer shall maintain that equipment, furniture, and supplies, and shall promptly repair or replace all of that equipment, furniture, and supplies that are damaged or destroyed by Caterer or its Subcontractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from Caterer's exercise of the License.

Section 7.04 Alterations. Caterer shall not make Alteration to the Garden or install any fixtures in the Garden without the prior written approval of JBA and the Commissioner of Parks and Recreation. The City may condition its approval upon a requirement that the Caterer remove designated improvements or fixtures on or before the end of the Term. On or before the Termination Date, the Caterer shall remove those improvements and fixtures designated by the City and return the Garden to a condition as good, or better than at the Commencement Date. Unless the City conditions its approval on the Caterer removing designated improvements or fixtures, all the capital improvements and fixtures that the Caterer makes or installs in the Garden become the property of JBA upon completion or installation.

Section 7.05 Procedures. To reduce the likelihood of damage to the Garden, the Caterer shall establish written, standard operating procedures for loading and unloading equipment, materials, and supplies, set up and take down, clean up, and other operations in connection with Event Planning and Catering. The Caterer shall obtain the written approval of the procedures from JBA.

Section 7.06 Standard of Care. The Caterer shall, at its sole cost and expense, maintain, operate, and conduct the Event Planning and Catering in good and safe condition and in accordance with industry standards, including but not limited to performing all necessary and prudent maintenance, repair, and replacement of the equipment, materials, and supplies used by Caterer for Event Planning and Catering.

Section 7.07 Utilities.

JBA makes no representations or warranties regarding the adequacy of the utilities and utility service currently available at and serving the Garden. The Caterer 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 the Caterer's operations of the Event Planning and Catering (including but not limited to supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc.). Before making any new utility connection, upgrading utility service, or creating any new utility system, the Caterer shall obtain all permits and approvals required by applicable laws and shall obtain the prior written approval of JBA and the Commissioner of Parks and Recreation. The Caterer shall pay any expenses to install separate meters of utilities and shall pay any and all charges or fees for all public utilities and utility service used at the Garden in connection with Event Planning and Catering.

## Article VIII. CATERING AND EVENT OPERATIONS

Section 8.01 Compliance with Law.

- a. The Caterer shall comply with all City, State and Federal requirements to provide safe

access for everyone, including persons with disabilities. The Caterer is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

- b. The Caterer shall, at its sole cost and expense, obtain and maintain during the Term all licenses and permits required under all applicable laws and related to the Event Planning and Catering. The Caterer shall, and shall cause all of its Subcontractors, to procure and maintain all necessary approvals, permits and licenses for the lawful operation of its business.

**Section 8.02 Equipment.** The Caterer shall not use any of JBA's or the City equipment, furniture, or supplies unless expressly permitted in advance and in writing by the Primary Contact and the Department of Parks and Recreation. JBA does not make any representation or warranty about the condition or usability of any JBA or City equipment, furniture, or supplies. The Caterer shall, at its sole cost and expense, provide, setup and use all equipment, material, and supplies necessary and prudent for the safe, efficient and successful performance of the Event Planning and Catering, including but not limited to kitchen equipment, tables and chairs, china, silverware, glassware, table linens and overlays, food and beverages to be consumed at the events, and equipment needed for heating and food preparation, sound systems, surfaces for a dance floor, and supplemental lighting fixtures. Neither JBA nor the City is required to provide any services, materials or equipment related to Event Planning and Catering.

**Section 8.03 Contact Persons.**

- a. The Caterer shall provide an experienced and knowledgeable person to supervise all events, and to help enforce the Rules of Use. The name and contact information of Caterer's initial Event Manager is \_\_\_\_\_. Caterer shall make its Event Manager readily available daily to JBA officials by telephone and e-mail to discuss with JBA officials matters that may arise under this Agreement.
- b. JBA's initial contact person for administration of this Agreement is: \_\_\_\_\_
- c. Caterer and JBA shall jointly maintain a shared emergency contacts document.

**Section 8.04 Best Efforts to Book Events; Marketing**

- a. The Caterer shall use its best efforts to book events at Bartram's Garden using all commercially reasonable means, including but not limited to marketing and publicizing the availability of the Garden for events and catered affairs via the internet, newspaper ads, magazines, and other means of communication. The Caterer shall create and actively distribute a brochure that highlights the menu and price points for catered events at Bartram's Garden (collectively with other marketing and publicity activities, the "Promotional Activities").
- b. The Caterer shall include on its stationery letterhead and in all print, broadcast, and electronic publicity (including but not limited to subtenant's website homepage), and advertising materials, a prominent, easily legible statement that reads: "Bartram's

Garden is operated by the non-profit John Bartram Association in partnership with the Philadelphia Department of Parks and Recreation.” The Caterer shall ensure that all promotional materials accurately represent Bartram’s Garden as a public, non-profit, community-centered space and not solely as a private event venue.

- c. The Caterer’s Promotional Activities are subject to prior approval of JBA. The Caterer may propose a plan for Promotional Activities and, if the Caterer obtains JBA’s approval of the plan, then as long as the Caterer strictly complies with the approved plan the Caterer does not need to obtain additional approval of its Promotional Activities from JBA.

#### Section 8.05 Administrative Requirements

- a. The Caterer shall accept and respond to public inquiries regarding the availability of the Bartram’s Garden for private catered events. The Caterer shall accept, book and confirm all reservations in a timely manner.
- b. The Caterer shall provide site tours for prospective renters of the Garden in coordination with JBA’s staff. Caterer’s staff assigned to the Garden shall attend training provided by JBA on the Garden’s history and current programming.
- c. The Caterer shall execute a site user license agreement (“User Agreement”) with each renter of the Garden to confirm the reservation of each event. The Caterer must obtain JBA’s approval of the form of User Agreement. The Caterer may not amend or change the form of the User Agreement approved by JBA without JBA’s prior written approval.
- d. The Caterer shall provide a trained event planner to work with each client and their outside vendors, and to answer all Bartram’s Garden–specific questions and concerns, such as delivery and pick up of personal effects, additional site visits, parking questions, etc. The event planner shall be given time to attend trainings with JBA staff to learn important aspects of the history and current uses of Bartram’s Garden and knowledge of the facilities.

#### Section 8.06 Cleaning; Trash Collection; Recycling; Walk Through Inspection

- a. The Caterer shall, at its sole cost and expense, clean-up and remove all waste, garbage, refuse, rubbish, organic debris and litter generated by and related to the events at the Garden by 9 am the following morning. Clean-up may include, but is not limited to, cleaning and restocking the restrooms with paper products as well as sweeping and mopping or steam cleaning the floors.
- b. The Caterer shall conduct a walk-through inspection after the clean-up of each event. Caterer shall immediately notify JBA of any damages or other issues discovered during the inspection.
- c. The Caterer shall provide proper waste and recycling receptacles for the Garden’s

buildings and grounds where events and catering take place, including but not limited to providing separate trash containers for recyclable materials in compliance with all City, State, and Federal regulations regarding recycling. The Caterer shall make best efforts to minimize waste associated with events, including the use of reusable, compostable, or recyclable materials, and participation in composting programs where feasible.

- d. JBA will provide waste removal services for the Licensed Area and for the events managed by Caterer under this Agreement. JBA will bill Caterer for these services, payment for which must be made within 30 days of receipt of an invoice. For the months of April through November, inclusive, Caterer will be billed for one-half of the waste removal charges incurred by JBA.

#### Section 8.07 Environmentally-Friendly (“Green”) Products & Practices

- a. JBA strongly encourages the Caterer to employ eco-friendly practices and products in the operation and maintenance of the Event Planning and Catering.
- b. JBA encourages the Caterer to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils, and plates if the Caterer intends to use any disposable products during Event Planning and Catering. Additionally, JBA encourages the Caterer to use eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. JBA will provide a list of recommended products for use in the historic buildings that are consistent with their preservation.

#### Section 8.08 Menu and Alcohol

- a. The Caterer shall provide menus that demonstrate quality, variety, and a range of pricing points.
- b. The Caterer shall use its best efforts to accommodate a potential client’s special dietary needs; for example, by providing kosher food, gluten-free food, and made without certain potential allergens.
- c. The Caterer or its Subcontractors may serve alcoholic beverages in or at the Garden solely for private events. The Caterer and any Subcontractor serving alcoholic beverages shall obtain all permits and licenses required under applicable law for the serving of alcoholic beverages and shall maintain the liability insurance required by this Agreement.

#### Section 8.09 Security.

- a. Throughout each event, the Caterer shall maintain security within the Garden and the Licensed Areas, including, but not limited to, the parking loop, the entrances at Lindbergh Boulevard and 56th Street, and if the dock is in use, the entrance at 51st and Botanic Avenue. Roving security details may be needed to secure the Garden for

larger events.

- b. The Caterer shall work with JBA and Parks and Recreation staff and follow procedures established to secure the Garden and all its facilities at the conclusion of each event.
- (c) Caterer shall immediately inform JBA of a security breach, disturbance or violation of the User License Agreement or any health emergency.

#### Article IX. CATERER’S REPRESENTATIONS AND WARRANTIES

Caterer represents and warrants the following:

- a. Caterer’s execution and performance of this Agreement do not violate Caterer’s organizational documents or any other contract to which Caterer is a party.
- b. The person signing this Agreement on behalf of Caterer is duly authorized to do so in accordance with Caterer’s organizational documents, by laws, or agreement, as the case may be.
- c. Caterer is not subject to any agreement, claim, or litigation that restricts or impairs Caterer’s ability to execute this Agreement or to fully perform all its obligations under this Agreement.
- d. Caterer is a \_\_\_\_\_ duly incorporated[formed] and in good standing under the laws of the Commonwealth of Pennsylvania.

#### Article X. STANDARD CITY PROVISIONS

Section 10.01 No Discrimination. Caterer shall comply with the provisions of the Fair Practices Ordinance, Chapter 9-1100 of the Philadelphia Code. Caterer shall not discriminate against any person on the basis of race, color, national origin, ancestry, handicap or disability, religion, age, sex, sexual orientation, gender identity, or marital status. If the Caterer commits any prohibited discrimination, then JBA may immediately terminate this Agreement in addition to exercising its other remedies available to it under this Agreement, at law, or in equity.

#### Section 10.02 No Gifts to City Officials

- a. This Agreement is governed by the Lease and City of Philadelphia law. In accordance with Executive Order No. 3-11, issued by the Mayor of Philadelphia on January 25, 2011, Caterer shall not offer, make or render, any “Gift” to any official or employee where the receipt of the Gift would be prohibited under Section 2 of that Executive Order.
- b. Any person who offers or gives anything of value to any City official or employee the receipt of which would violate Executive Order No. 001- 11 may be subject to sanctions with respect to future City contracts to the extent expressly stated in that

Executive Order, which may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

- c. As used in this Section, “Gift” means any conveyance of anything of value, including a gift, gratuity, favor, entertainment, invitation, food, drink, or loan, unless consideration of equal or greater value is conveyed in return. “Gift” does not include a political contribution otherwise reported as required by law, or a commercially reasonable loan made in the ordinary course of business.
- d. If Caterer offers or gives, directly or indirectly, a Gift to any City official or employee in violation of Executive Order 03-11, Caterer will have committed a material default under the Catering Agreement that entitles JBA to exercise any rights or remedies available to it under the Catering Agreement, at law and in equity.

**Section 10.03 Certification of Non-Indebtedness.** By executing this Agreement, the Caterer certifies, represents, and warrants to JBA that Caterer and Caterer’s parent company(ies) and subsidiary(ies), affiliate(s), if any, are not currently indebted to the City for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts (collectively “Indebtedness”) for which no payment plan satisfactory to the City has been established. The Caterer shall not be indebted to the City and shall prevent its parent company(ies) and subsidiary(ies), and affiliate(s), if any, from being indebted to the City, during the Term for any Indebtedness for which no payment plan satisfactory to the City has been established.

**Section 10.04 Exclusionary Private Organizations.** Caterer’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 Agreement entitling JBA to all rights and remedies provided in this Agreement or otherwise available in law or equity.

**Section 10.05 City Taxes.**

- a. Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by JBA is subject to Philadelphia’s business tax ordinances and regulations. The Agreement is entered into in the City of Philadelphia, and the Caterer’s delivery of goods into the City, or performance of services in the City, is “doing business” in the City and subjects the Caterer to the City’s tax requirements, including without limitation, the Business Privilege Tax, Net Profits Tax, City Wage Tax.
- b. Promptly following the Commencement Date, the Caterer, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by applicable law. Applications may be submitted to the Department of Revenue at:

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

- c. In addition to the City's tax requirements, the Caterer shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "Assessments") that apply to the Caterer, the Catering Agreement, and the Caterer's activities under the Catering Agreement. The Caterer is solely liable for all late charges, interest, penalties, and fees arising from the Caterer's failure to timely pay all Assessments.
- d. Neither the City, not JBA are obligated at any time during the Term to pay any assessments or taxes related to the Caterer, this Agreement, or the Caterer's activities under this Agreement.

#### Section 10.06 Confidential and Proprietary Information of JBA and the City

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

#### Article XI. SURVIVAL OF OBLIGATIONS AFTER CATERING AGREEMENT ENDING DATE

Section 11.01 Caterer's Books and Records. Caterer agrees to make available annual reports showing event sales generated at Bartram's Garden.

Section 11.02 Caterer's Other Obligations. All of Caterer's obligations under this Agreement which Bartram's Garden would reasonably expect Caterer to perform or complete after the Termination Date shall survive the termination of this Agreement.

#### Article XII. INDEMNIFICATION AND RELEASE

Section 12.01 Indemnification. The Caterer shall promptly indemnify, defend, hold harmless JBA, its directors, officers, employees, and representatives, and the heirs, successors and assigns of any of them and the City, all of its departments, boards, commissions, offices, agencies, official, employees, and representatives, and the heirs, successors and assigns of any of them 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 Caterer's or any of its contractors'

or subcontractors', employees', invitees', agents', successors' and assigns' entry onto and use of the Garden pursuant to this Agreement including property damage and bodily and personal injury (including death).

Section 12.02 Defense. In the event of any Claim, the Caterer shall promptly defend the Claim on behalf of JBA and the City. The Caterer shall pay, perform, and discharge any judgment, order, or decree entered or agreed to on account of the Claim. The Caterer may not settle any Claim without the prior written approval of JBA and the City. Despite the previous provisions of this Section, JBA and City each may defend itself with respect to a Claim and appoint its own counsel to defend the Claim, but neither JBA nor the City is obligated to do so. The Caterer shall pay all costs in connection with defense against the Claim. The provisions of this Section a) 2 survive the Catering Agreement Ending Date.

Section 12.03 Release In consideration of the License given to the Caterer by JBA, the Caterer, 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 "Releasers"), remises, quitclaims, releases and forever discharges JBA 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 Caterer or any of the Releasers may have against JBA, the City or any of the Releasees, relating in any way to any condition in, on, or about Bartram's Garden during the exercise of the License, the entry onto or use of the Garden pursuant to this Agreement, or relating in any way to the exercise of any rights or performance of any obligations under this Agreement.

### Article XIII. INSURANCE AND BONDS

Section 13.01 Required Policies, Limits, and Insurers. Caterer 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. The Caterer shall procure all insurance required below from reputable insurers who are acceptable to JBA and the City and who are authorized to do business in the Commonwealth of Pennsylvania. The Caterer shall cause the insurance policies to provide for at least thirty (30) days prior written notice to be given to JBA and the City in the event coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All Required Insurance policies must be written on an "occurrence" basis and not a "claims-made" basis,

unless otherwise noted below.

a. Workers Compensation and Employers' Liability

i) Workers Compensation: Statutory Limits;

ii) Employers Liability:

- \$100,000 Each Accident – Bodily Injury by Accident;
- \$100,000 Each Employee – Bodily Injury by Disease;
- \$500,000 Policy Limit – Bodily Injury by Disease;

i. Other states endorsement including Pennsylvania.

b. General Liability Insurance

i) 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
- \$1,000,000 products and completed operations aggregate
- \$2,000,000 general aggregate

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

c. Auto Liability Insurance

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

ii) Coverage: Owned, non-owned, hired, rented or leased vehicles, and any vehicles in Caterer's care, custody and control as part of the valet services

d. Professional Liability Insurance (applicable for the Caterer's architectural and

engineering consultants, if any)

- i) Limit of Liability: \$1,000,000 per occurrence, with a deductible not to exceed \$50,000.
  - ii) Coverage: Architectural and engineering services errors and omissions including liability assumed under contract.
  - iii) 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.
- e. Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with insurance required under a. through c. above.

f. 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.

g. Property Insurance (“All Risk”)

- i) Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in the Caterer’s care, custody and control, or used by Caterer under this Agreement, in an amount equal to the full replacement cost with no penalty for coinsurance. The City shall be named as loss payee. Proceeds for Property Damage. The Caterer shall cause all proceeds of property damage and Builder’s Risk policies to be payable to JBA to use for the restoration or repair of Bartram’s Garden

ii) Builders Risk/Installation Floater

During any period of construction, the Caterer (or Caterer’s 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.

h. Business Interruption Insurance

The Caterer shall maintain coverage for loss of earnings, the annual Catering Fee (in an amount equal to the Catering Fee for one year) and necessary continuing expenses due to interruptions of business operations.

Section 13.02 Additional Insureds.

- a. JBA 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.

Original of insurance evidencing the required coverage and JBA's and City's status as additional insureds must be delivered to (i) the Department of Parks and Recreation, Director of Property Management, One Parkway Building, 10th Floor, 1515 Arch Street, Philadelphia, Pa 19102, and (ii) the City of Philadelphia, Risk Manager, One Parkway Building, 14th Floor, 1515 Arch Street, Philadelphia, Pa 19102, Attention:

\_\_\_\_\_ with a copy to the Commissioner of the Department of Parks and Recreation, and (iii) the John Bartram Association, Executive Director, 5400 Lindbergh Boulevard, Philadelphia, PA 19143, at least five (5) business days prior to entry onto the Bartram's Garden by the Caterer. Caterer 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 JBA. The Caterer and its contractors and subcontractors shall not permit any lapse in or termination or cancellation of the insurance coverage required under this Agreement.

- b. If Caterer fails to procure and maintain such insurance, JBA and the City are not limited in the proof of any damages which JBA or the City may claim against the Caterer 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. JBA and the City may also be entitled to recover damages from the Caterer 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 Caterer, its contractors or subcontractors shall have failed or neglected to provide the insurance as required herein.

Section 13.03 Self-Insurance. The Caterer shall not self-insure any of the coverage or insurance policies required by this Agreement.

Section 13.04 Waiver of Subrogation. The Caterer shall cause each policy of insurance required under this Agreement to include a provision for a waiver of subrogation in favor of JBA and the City.

Section 13.05 Performance Bonds The Caterer at its sole cost and expense shall, not later than two business days following execution of the Catering Agreement, provide JBA with a performance bond (in a form approved by JBA), in the amount of \$25,000 as security for the Caterer's faithful performance of, and compliance with, all the terms and conditions of the Catering Agreement. The bond shall be effective for the duration of the Term plus an additional three months or is renewable in a sequence to achieve the same duration of effectiveness without any gap or lapse in coverage. If the Caterer obtains a renewable performance bond, then the Caterer shall deliver written evidence to JBA not later than 30 days before the end of the term of

the performance bond (or then-current renewal term, as the case may be) that the Caterer

Section 13.06 Increase in Insurance Amounts. From time to time, but not more than once each year, JBA or the City may, in its reasonable discretion, require the Caterer to obtain additional types and amounts of insurance, or either of them, than what Caterer is obligated to obtain and maintain under this Agreement.

#### Article XIV. SUBCONTRACTING

Section 14.01 The Caterer may elect to have some services and supplies performed or provided by a Subcontractor (for example, without limitation, cleaning, linens, and paper goods). JBA reserves the right to approve any subcontracts.

Section 14.02 The Caterer shall cause all its subcontracts to specify that JBA is designated as third party beneficiary of the subcontract. The Caterer shall also cause its subcontracts to specify that the Subcontractor is bound by the same requirements as the Caterer under this Agreement including, without limitation, to indemnify and defend JBA and the City, to name the City, and JBA as additional insureds on the subcontractor's insurance, to maintain and repair all damage the Subcontractor causes to the Licensed Areas, and the preservation of records, and audit by JBA.

Section 14.03 The Caterer 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 JBA, for the remainder of the term of its agreement with JBA, if JBA terminates this Agreement, the Subcontractor is not in default under its subcontract or this Agreement, and JBA provides written notice to the Subcontractor of JBA's desire that the Subcontractor continue to provide those services.

Section 14.04 No subcontract relieves the Caterer of any its obligations under this Agreement. The Caterer is as responsible for the acts and omissions of its Subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of the Caterer or persons directly or indirectly employed by the Caterer.

#### Article XV. DEFAULT AND REMEDIES

##### Section 15.01 Termination for Cause.

- a. Subject to Section 15.01(b) below, either party may terminate this Agreement, at any time, effective as of the date designated in a notice of termination from the terminating party in the event either party fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement (an "Event of Default") and such Event of Default continues for a period of sixty (60) days after written notice was provided by the non-defaulting party to the defaulting party. If such Event of Default does not relate to the payment of monies and cannot be reasonably cured within such sixty (60) day period, if the defaulting party, within such 60 day period, commences to cure such default and thereafter diligently pursues such cure, such default may be

cured within ninety (90) days after the aforesaid default notice.

- b. JBA may terminate this Agreement upon fifteen (15) days' written notice to Caterer if Caterer fails to meet any deadline in the Construction Schedule.

Section 15.02 Automatic Termination. This Agreement shall terminate immediately and automatically and without cost to non-defaulting party if:

- a. all or substantially all of the Bartram's Garden site is condemned; or
- b. all or substantially all of Bartram's Garden is sold, exchanged, or otherwise transferred to an unaffiliated third party; or
- c. Caterer or JBA files a petition for bankruptcy, reorganization, or arrangement under any federal, state, or local statute, or makes an assignment for the benefit of creditors, has appointed a receiver, liquidator, or trustee of the Garden, is adjudicated to be bankrupt or insolvent, or otherwise takes advantage of any federal, state, or local insolvency statute; or
- d. A petition in bankruptcy, reorganization, or arrangement is commenced involuntarily against JBA or Caterer and the respective Party shall fail to dismiss the same within sixty (60) days; or

Section 15.03 Remedies for Default. Each Party shall have the rights available to it in law and in equity in an Event of Default. Prior to exercising any remedy set forth in this Agreement or in law or equity, the parties will adhere to the following process. The Parties agree that any claims, disputes or other matters in question between Caterer and JBA related to this Agreement shall first be discussed among the staff of the Parties, and then by conference between the Primary Contacts. If, after such conference, such matter cannot be resolved within a reasonable period of time, the Parties agree to resolve such matter via: (i) mediation under the auspices of a recognized, neutral third-party professional mediation service; (ii) arbitration administered by the American Arbitration Association ("AAA"); or (iii) another method acceptable to the parties. If the Parties select to resolve the matter via arbitration, the AAA shall administer the matter at the AAA's local regional office in accordance with the rules and regulations of the AAA. The arbitration shall be conducted by an arbitrator mutually acceptable to the Parties, provided that if the Parties cannot agree on one arbitrator, each shall select one arbitrator and the two arbitrators selected shall select the arbitrator to conduct the proceedings. The cost of the mediation, arbitration, or other resolution services shall be borne equally by the Parties.

## Article XVI. GENERAL PROVISIONS

### Section 16.01 Interpretation

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

sections, subsections, and exhibits of this Agreement.

- b. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they mean “including but not limited to”; except if this Agreement expressly provides otherwise.
- c. The article and section headings in this Agreement are for convenience only and do not govern the meaning of the substantive provisions of this Agreement.
- d. The rule of interpreting a contract against the drafter of a contract does not apply to interpretation of this Agreement.

Section 16.02 Notices.

- a. To be effective, all notices, consents and other communications which are required or which may be given under this Catering Agreement must be given in writing, delivered to the person at 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 JBA:  
Executive Director  
John Bartram Association  
5400 Lindbergh Boulevard  
Philadelphia PA 19143

and:  
Commissioner  
City of Philadelphia Department of Parks and Recreation One Benjamin Franklin  
Parkway – 10th Floor  
1515 Arch Street  
Philadelphia, PA 19102

If to Caterer:

\_\_\_\_\_  
=====

- b. Notice given in accordance with the requirements set forth above is deemed delivered upon receipt or upon refusal to accept receipt.
- c. Bartram’s Garden or the Caterer may change the person or address to which notice is

to be given under this Agreement by providing notice to the other party in accordance with Section 16.02 above.

Section 16.03 No Assignment. Caterer shall not assign its rights or delegate its performance under the Catering Documents. For purposes of the Catering Documents, an assignment or delegation includes a change of control of Caterer by agreement or by operation of law. Any assignment or delegation in violation of this Section is void. This Section does not limit Caterer's right to enter into Subcontracts in accordance with Article XIII.

Section 16.04 Binding Effect; Third Party Beneficiary.

- a. This Agreement is binding upon, and inure to the benefit of, JBA and the Caterer and their respective permitted successors, assigns, and heirs, as the case may be.
- b. The City is a third-party beneficiary of this Agreement. Other than the City, there are no third-party beneficiaries of this Agreement.

Section 16.05 No Amendments. The Catering Documents may be amended only by a written agreement and signed by the Executive Director of JBA and by a duly authorized officer of Caterer.

AS EVIDENCE OF THEIR AGREEMENT TO ALL THE PROVISIONS SET FORTH ABOVE, JBA and the Caterer have caused this Catering Agreement to be executed and delivered by their duly authorized officials and officers on the date stated in the Preamble.

[signatures below]

JOHN BARTRAM ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

[CATERER]

By: \_\_\_\_\_

Name:

Title:



EXHIBIT A  
LICENSED AREA AND UTILITY SITE PLAN

EXHIBIT B

CATERING FEES AND CAPITAL CONTRIBUTION

YEAR	MAP	GRP	Contribution to Capital Improvement Fund
Calendar 2028			
Calendar 2029			
Calendar 2030			
Calendar 2031			
Calendar 2032			

Commitment with regard to Annual Fundraiser:

## EXHIBIT C

### RULES OF USE

(2026)

The Caterer shall comply with the following policies and procedures that have been designed to preserve and protect the grounds and facilities at Bartram's Garden:

#### 1) Security and Emergency Procedures

- a) In the event of an emergency between 9am-4pm, the Caterer shall promptly radio the Point Person who will contact the appropriate staff member(s) on duty. Outside of these hours, Caterer shall contact the assigned staff member on call via radio or, if no JBA staff are onsite, phone call.
- b) The Caterer shall ensure that every event's site manager is familiar with and fully understands site and facility systems and operations and that all protocols related to JBA safety and security are followed by the Caterer. Any changes to any systems operations by JBA or caterer will be updated to both parties.
- c) The Caterer shall be responsible for all coordination of their scheduled events including all guest services, parking and security. JBA staff are only available as organizational representatives in the role of monitoring and care of the garden and facilities. JBA staff are not available for any event staffing and support.

#### 2) General Garden Rules

- b) Bartram's Garden is a public space and during catered events public access will always be maintained in all public outdoor areas of the garden. The outdoor areas needed for the special event will remain accessible and be marked by Caterer with signs suggesting detoured access for the public at all times while events are in progress. The language used in signage will be mutually approved by JBA and Caterer.
- c) Smoking in the Garden's historic buildings is strictly prohibited, and the Caterer shall not permit smoking in the Garden, including all Licensed Areas. Per the Executive Order signed by Mayor Michael Nutter on April 29, 2014 smoking is no longer permitted in public spaces.

#### 3) Deliveries and Parking

- a) Deliveries, installations, and maintenance must be scheduled so as not to interfere with or disrupt scheduled JBA programming or programming preparation at Eastwick Pavilion or elsewhere on site; The Caterer will create a delivery and operations calendar that will be shared with JBA.

- b) The Caterer shall have staff on site to receive all deliveries and shall ensure that service and delivery providers are oriented to site access rules.
- c) The Caterer shall limit all event deliveries and unloading of catering equipment to the storage area in Eastwick Pavilion. The Caterer shall ensure that all deliveries access the Eastwick Pavilion only from the Harley Avenue entrance and exit the garden via the 56<sup>th</sup> Street entrance. The Caterer shall ensure that all deliveries are made with trucks that can navigate the 13 feet clearance of the overhead railway bridge at 56<sup>th</sup> Street. When operating outside of Parks and Recreation open hours, the Caterer is responsible for opening and closing the 56<sup>th</sup> Street gates immediately after deliveries are made. When operating outside of Parks and Recreation open hours, the Caterer shall ensure that no unauthorized vehicles gain access to the Garden during deliveries.
- d) The Caterer's staff and subcontractors may utilize the designated vehicular spaces at Eastwick Pavilion during events. Additional parking for Catering staff, vendors and contractors is available along 56<sup>th</sup> Street. The Caterer and their contractors are prohibited from driving or parking motor vehicles on any surfaces other than agreed-upon paths
- e) JBA staff are not available to meet clients, accept and store deliveries for caterer events; Caterer will coordinate with clients, vendors, and contractors for all deliveries before special events.
- f) The Caterer shall provide parking service or staff to ensure that the parking areas are managed efficiently and allow for public use when events are being held. Parking is not permitted along the Bartram's Mile trail. The area in front of the map must remain open and accessible at all times.
- g) The Caterer shall provide for security during the event to ensure that the event space and parking area are monitored.
- h) The Caterer shall provide well-maintained golf carts to transport any guests who are unable to walk to Eastwick Pavilion from the parking loop.
- i) The Caterer's parking staff will provide valet service and utilize the parking areas on 56<sup>th</sup> and 51<sup>st</sup> Streets as overflow space.
- j) Parking is prohibited on the Garden's lawns at all times. The Caterer shall not and shall cause its employees and guests not to park on the Garden's lawn. During the Garden's Public Hours or for events, the Caterer shall not allow its employees and guests to park in the Administration Building parking spaces.
- k) If vehicle parking needs for any event reasonably would be expected to exceed the capacity of the Garden's parking lot and driveway parking, then the Caterer shall arrange additional parking and valet service to and from an off-site parking area to ensure that the parking areas are managed efficiently and allow for public use when events are being held.

- l) The parking staff will be present before, during and after the event to ensure that the flow of vehicles is efficient and smooth.

4) Kitchens/Food Prep/Fire Codes

- a) The Caterer shall confine all cooking to the designated kitchen space in Eastwick Pavilion.
- b) The Caterer shall not use or permit any open flames and candles indoors at any of the historic buildings. The Caterer may use chafing dishes in the Eastwick Pavilion.

5) Trash Disposal/Clean-Up

- a) Following each event, the Caterer shall collect all the trash and use designated containers behind the Admin building. No trash bags shall be left in front of the dumpster. No trash shall be left overnight.
- b) The Caterer shall not leave any food in the refrigerator, freezer, cabinets, or kitchen areas without JBA's prior approval. JBA may dispose of food that is left beyond 24 hours and will charge the Caterer for this service.
- c) All cleaning supplies shall be appropriately disposed of; and no cleaning supplies, chemicals, liquid food waste, ice, or other related products shall be disposed of in the landscape, on pathway.
- d) The Caterer shall sweep and mop the floors of all plating and bussing areas at the end of each event.
- e) The Caterer shall perform a sweep of the Garden and Buildings at the end of each Event to ensure that trash, fixtures, furniture and other supplies are removed from the landscape and buildings prior to 9am the following morning.

6) Set-up; Break-Down; Garden/Buildings-Use

- a) The Caterer's site manager shall coordinate daily activities and needs with JBA's Program Operations team during the planning phase and with the Point Person as needed day-of. Outside of Monday-Fri 9am-4pm, Caterer shall contact the assigned staff member on call.
- b) The Caterer shall adhere to the permissible event times. Guests sometimes arrive before an event's designated start time. The Caterer shall make every effort to accommodate

guests who arrive early.

Article XVII. The Caterer shall provide coat racks and hangers on behalf of the client. The Caterer shall arrange for coat-check and or a suitable alternative arrangement if it does not rent or use coat racks. JBA staff are not obligated to manage or perform coat-check services.

Article XVIII. The Caterer may bring rented equipment into Eastwick Pavilion and utilize designated storage areas. If any equipment, tables and chairs are needed to be set up in the designated areas of the Garden for cocktail hours and ceremonies, the Caterer will make every effort to minimize interruption of JBA's programs and activities as well as the use of the Garden by visitors. The Caterer will ensure that equipment, tables and chairs are removed immediately after the ceremonies and cocktails hours are complete. JBA staff will not be responsible for any activities related to setting up, breaking down for special events being managed by Caterer.

a) Alcohol and Entertainment

- a) The Caterer shall store ice in leak-proof containers. Caterer shall not dispose of ice in the Garden or anywhere in view of the public. Ice may be disposed of at a mutually agreed upon location.
- b) The Caterer shall not serve alcoholic beverages more than five-and-a-half hours during any event, regardless of the length of the Event.
- c) The Caterer shall stop serving alcohol at least one half-hour before the end of the event. The Caterer may serve non-alcoholic beverages throughout the event.
- d) The Caterer shall ensure that alcohol is not accessible after the bar closing time.
- e) The Caterer shall stop all event entertainment no later than the time agreed in the client contract. All events must conclude at or before midnight.
- f) The Caterer shall not extend an event time on the day of the Event. The Caterer must submit any request to adjust an event schedule at least 15 days before the Event. JBA staff may approve or disapprove the Caterer's request in JBA's sole discretion.
- a) The Caterer's staff members or bartenders are responsible for any guest showing signs of inebriation. The Caterer shall notify its bartender(s) and the bartender(s) who shall stop serving alcohol to that individual. If the situation warrants, the Caterer shall escort the individual out of the Garden if they fail to respect the restrictions placed upon them.

(ii) Decorations

- a) No decorations or items of any nature may be nailed, tacked, taped, glued, or otherwise affixed to the walls, windows, screens, or fixtures in the historic buildings.
- b) Candles, candelabras, and luminaries are not allowed inside the historic buildings. Faux votives are allowed. At Eastwick Pavilion “Sterno” heating flames are permitted, but only if each can is secured in place over a tray or plate and secured so it cannot be tipped over.
- c) Free-floating helium balloons, glitter and confetti are not permitted in the Garden. The Caterer shall remove all decorations and event signage from the Garden at the conclusion of the Event.

Article XIX. No alterations, additions or subtractions may be made to the garden, planters and landscape by the Caterer, their subcontractors or clients. Any requests for garden/landscape work shall be submitted to JBA at least 15 days before the Event.

#### 9. Signage

Article XX. When conducting events in the Licensed Area, Caterer will place signs in the Garden along all pathways leading directly to the event. The language used in signage will be mutually approved by JBA and Caterer.

- c) The Caterer will be responsible for purchasing, maintaining and storing these signs.

EXHIBIT D

Construction Schedule

[to be added to final contract]

APPENDIX C TO RFP

CONCESSION RECOGNITION AGREEMENT

[Bartram’s Garden]

THIS CONCESSION RECOGNITION AGREEMENT (“Agreement”), dated as of the \_\_\_ day of \_\_\_\_\_, is made by THE CITY OF PHILADELPHIA, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania (“City”), JOHN BARTRAM’S ASSOCIATION, a Pennsylvania non-profit corporation (the “JBA” or “Lessee”), and \_\_\_\_\_, a Pennsylvania \_\_\_\_\_ (“Concessionaire)

BACKGROUND

A. The City, as landlord, and JBA, as tenant, are parties to a Lease Agreement (“Lease”) dated \_\_\_\_\_, for land and improvements (“Premises”) described in Exhibit A, which is attached to this Agreement. The “Premises” consists of a 45 acre National Historic Landmark and includes the landmark Bartram’s Garden and House.

B. JBA issued a Request for Proposals for event Planning and Catering Partner on May \_\_, 2026. JBA awarded the contract to

\_\_\_\_\_ (the “Concessionaire”) for a term of 5 years with one 5 year renewal upon mutual agreement of JBA and the Concessionaire. The Concession Agreement is executed upon this same date and is attached as Exhibit B.

C. The City, JBA, and the Concessionaire desire to set forth certain agreements which they have made that relate to the Lease.

NOW THEREFORE, the City, and JBA, intending to be legally bound, agree as follows:

1. The City, in its capacity as the landlord under the Lease, consents to and approves the execution and delivery of the Concession Agreement.

2. If the Lease expires, or if the Lease is terminated or surrendered, whether voluntarily or involuntarily, by the City, by operation of law or otherwise, prior to the expiration of the Term (as defined in the Concession Agreement) of the Concession Agreement, then so long as the Concession Agreement remains in effect in accordance with its provisions and has not been terminated, surrendered, or otherwise

ended, the City, for itself, its successors and assigns, including any subsequent lessee of the Premises (“Subsequent Lessee”) and any subsequent holder of any interest of the landlord under the Lease (a “Subsequent Holder”), by this Agreement covenants with and for the benefit of the Concessionaire that:

(a) the Concession Agreement and all rights and obligations created under the Concession Agreement shall remain in full force and effect;

(b) the City and all Subsequent Lessees and Subsequent Holders shall recognize and give full effect to the Concession Agreement and the Concessionaire’s rights and obligations under the Concession Agreement;\

(c) whichever of the City, any Subsequent Lessee, or any Subsequent Holder becomes the holder of the interest of the lessee in the Concession Agreement (“Successor Lessee”) will be in direct privity of estate and contract with the Concessionaire under the Concession Agreement with the same force and effect as though the Concession Agreement was originally made by the Successor Lessee with the Concessionaire; and

(d) upon the expiration, termination, or surrender of the Lease, the Successor Lessee will be bound by the provisions of the Concession Agreement, with the same force and effect as if the Successor Lessee were JBA under the Concession Agreement, but the Successor Lessee will not be liable to the Concessionaire for any liabilities or other obligations of JBA, existing or contingent, under the Concession Agreement which arose prior to the expiration, termination or surrender of the Lease.

3. Upon the expiration, termination, or surrender of the Lease, the Concessionaire, for itself, its successors and assigns, shall remain bound by and shall comply with all the provisions of the Concession Agreement and shall attorn to and to recognize the Successor Lessee under the Concession Agreement for the balance of the Term of the Concession Agreement, subject to the provisions of the Concession Agreement.

4. The City shall not be liable to the Concessionaire for any failure of a Subsequent Lessee or a Subsequent Holder to comply with the provisions of this Agreement or the provisions of the Lease or the Concession Agreement (except to the extent that the City is a Subsequent Owner or a Subsequent Holder).

5. This Agreement inures to the benefit of, and is binding upon, the City, JBA, the Concessionaire, and their respective successors and assigns.

6. This Agreement does not affect or waive any failure by the Concessionaire to comply with all the provisions of the Concession Agreement. The Successor Lessee may exercise all rights and remedies of the lessee under the Concession Agreement, in accordance with the Concession Agreement, upon the Concessionaire’s failure to comply with all the provisions of the Concession

Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law provisions.

8. Despite any other provision of this Agreement, this Agreement and the City's recognition of the Concession Agreement under this Agreement, do not obligate the City to appropriate or spend money at any time.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN ABOVE

THE CITY OF PHILADELPHIA,  
DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_

Title:

Approved as to Form:

By: \_\_\_\_\_

Title:

JOHN BARTRAM ASSOCIATION

By: \_\_\_\_\_

Executive Director

CONCESSIONAIRE:

By: \_\_\_\_\_

Title:

APPENDIX D TO RFP  
FINANCIAL PROPOSAL TEMPLATE

<b>Year</b>	<b>MAG (\$)</b>	<b>Estimated Events</b>	<b>GRP (%)</b>	<b>Care and Maintenance Fund Contribution (\$)</b>	<b>Fundraiser Support (\$)</b>	<b>Community Event Discount (%)</b>
<b>2028</b>						
<b>2029</b>						
<b>2030</b>						
<b>2031</b>						
<b>2032</b>						