## **REQUEST FOR PROPOSALS FOR**

## **ON-CALL CATERING SERVICES**

## RFP No. 25-06

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## **PART I**

## **GENERAL INFORMATION TO OFFERORS**

E.

SUMMARY	
When:	Proposals must be submitted by Monday, June 23, 2025 no later than 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Monday, June 23, 2025 no later than 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 25-06 On-Call Catering Services". All proposals must be presented with one (1) original and seven (7) copies, individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file. Email submissions are not accepted.
Mandatory Pre- Proposal Meeting	A mandatory Pre-Proposal Meeting will be held on <b>Thursday, May 29, 2025 at 11:00 AM</b> at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below:
	Microsoft Teams <u>Need help?</u> Join the meeting now Meeting ID: 267 893 184 032 7 Passcode: 4Sr9nt38
	Dial in by phone +1 929-346-7319,,229743456# United States, New York City <u>Find a local number</u> Phone conference ID: 229 743 456#
	Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.
	Please complete the Offeror Registration Form to complete your registration for this solicitation.

## I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority is seeking proposals from professional food service providers capable of providing catering services for at least fifty (50) people on an as-needed basis. **The Authority intends to award multiple contracts as a result of this solicitation.** 

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

## I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively administering automated speed and red-light camera systems; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated speeding and red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

#### I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP document in writing no later than **Thursday**, **June 5**, **2025 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

#### https://app.smartsheet.com/b/form/f18eb88cd36b4ff497894b32277ae75c

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at <u>sstewart@philapark.org</u>.

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, <u>www.philapark.org</u>. Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

## I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration, via the Question Submission Form using the link below, prior to the question deadline.

## https://app.smartsheet.com/b/form/f18eb88cd36b4ff497894b32277ae75c

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, <u>www.philapark.org</u>. Responses will not be official until they have been verified, in writing, by the Authority.

## I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

## I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Monday, June 23, 2025 no later than 1:00 PM.

# Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

If you would like to request an extension to the question deadline or proposal due date, you must submit that request during the question period and allow the Authority to respond via addendum.

## I-7. Small and Small Diverse Business Participation.

Offerors are encouraged to assemble a diverse team (gender, race and experience) that reflects the Philadelphia population. Furthermore, the Authority seeks to increase procurement through small and small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small and small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx

## <u>Please note: The Authority encourages small and small diverse business participation. However, this solicitation is open</u> to all eligible Offerors.

## I-8. Signatures Required.

The proposals *must* be signed in all areas where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

## I-9. Instructions for Affidavit of Non-Collusion.

- 1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
- 3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
- 4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

## I-10. Insurance Requirements.

The successful Offeror(s) will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

## Insurance requirements will not be negotiated after the proposal due date.

## I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror <u>and</u> the Authority's Executive Director signs the written contract.

## I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract <u>must be clearly noted in the proposal</u> (Tab G) in order to be considered. Exceptions or requested changes to the sample contract will be considered a **part of the response.** Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

Only requested changes or amendments to Appendix B – Sample Contract may be submitted with your proposal.

## I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

The proposal should also include the Offeror's Philadelphia Food License number, or license/permit number for any jurisdiction in which food is being prepared for purposes of this RFP. If the Offeror does not believe that it needs a Philadelphia Food License or comparable license from another jurisdiction, an explanation with references to statute and/or the Philadelphia Code, or other state and local laws, should be included with the proposal.

Proof of current registration with the Pennsylvania Department of State's Bureau of Corporations and Charitable Organizations, which authorizes the entity to do business in the Commonwealth of Pennsylvania.

## I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

The responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror(s) selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority.

## I-15. Request to Withdraw Proposal.

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at <u>sstewart@philapark.org</u> or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror.

After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

## I-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

## I-17. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the proposal and describe any service they will provide. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

## I-18. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror(s) and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

## I-19. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

#### I-20. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process <u>may</u> be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

#### I-21. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents.

This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at <u>sstewart@philapark.org</u>.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

#### https://app.smartsheet.com/b/form/0f3e014c7f634596962f991ad2eaff60

#### I-22. Shipping and Delivery.

The Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

#### I-23. Financial Statements.

If requested Offeror may be required to provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror.

Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminate, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information.

## I-24. Disclosure of Legal Actions.

If requested, Offeror may be required to provide a summary and the status of any legal actions, that commenced within the last five years related to the services requested in this RFP. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

## **INFORMATION REQUIRED FROM OFFERORS**

## II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. Proposals must not exceed 10 pages (page count limit applies to Tabs A, B, C and D only). Please do not provide duplicate answers. Any proposal that does not contain the information outlined below will not be considered.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

An electronic version of the Proposal Form is available on the Authority's website.

## Forms that are altered by the Offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

Tab A - Transmittal Letter Tab B - Qualifications and Experience

- Tab C Key Personnel
- Tab D Proposal Form
- Tab E Menu Options and Cost Proposal
- Tab F Evidence of Insurance
- Tab G Proposed Amendments to Contract

## Tabs that extend beyond the 8.5" x 11" paper, must be used.

## II-2. Transmittal Letter (Tab A). (Page Limit: 1-2 page)

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal and include a statement by the Offeror accepting all terms and conditions contained in this RFP.

## II-3. Qualifications and Experience (Tab B). (Page Limit: 4-5 pages, excluding certifications and licenses)

Offerors must have a minimum of three (3) years' experience in providing catering services described in the Work Statement.

Offerors must include a summary of their experience providing on-call catering services to organizations similar in size and scope to the Authority.

Offerors must include proof of valid business licenses, food service certification and any additional required licensing and certifications required by law.

Highlight experience in executing both routine corporate catering and large-scale events, along with examples of past successes in similar settings.

## II-4. Key Personnel (Tab C). (Page Limit: 2-3 pages)

Offerors must identify the primary employee anticipated to be the project manager for this contract. The project manager will be responsible for all orders and requests.

All key personnel information must be kept current and on file with the Authority during the term of the contact. Selected Offeror(s) must notify the Authority of any personnel changes throughout the contract.

## II-5. Proposal Form (Tab D).

The Proposal Form attached as *Appendix A* must be submitted in its entirely (except for the Proposal Decline Form). All signature lines must be executed. Electronic signatures are acceptable.

## II-6. Menu Options and Cost Proposal (Tab E).

Provide menu options available that meet the requirements as described in the Work Statement and identify the maximum number of people you can accommodate based on the tiered structure as described in IV-2. A-1.

## Please see Part IV - Work Statement and Appendix D – Sample Menus for additional details on the menu options the Authority desires.

Provide the costs associated with the menu options for each tiered option and identify any additional costs such as, venue options and staffing requirements. All costs associated with providing the services described in the Work Statement must be identified in your proposal.

#### II-7. Insurance Requirements (Tab F).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

## Insurance requirements will not be negotiated after the proposal due date.

## II-8. Proposed Amendments to the Contract (Tab G).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract <u>must be clearly noted</u> in the proposal in order to be considered.

## **PART III**

## **CRITERIA FOR SELECTION**

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

**III-2**. **Technical Nonconforming Proposals.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal(s) determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations to the Evaluation Committee.

**III-4.** Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services detailed in this RFP because it wished to consider criteria other than price in the award process.

Proposals will be evaluated consistent with the requirements of this RFP to determine the most responsive Offerors as follows:

a.	Responsiveness of the proposal to the submission requirements set forth in the RFP.	Weight: 5%
b.	Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP.	Weight: 30%
c.	The ability and capacity of the Offeror to meet the terms of the contract as evidenced by menu options, reference feedback and past performance.	Weight: 30%
d.	Proposed costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees.	Weight: 25%
e.	Small and Small Diverse Business participation.	Weight: 10%

## **PART IV**

## WORK STATEMENT

## IV-1. General.

The Authority is seeking proposals from qualified professional food service providers capable of providing on-call catering services on an as-needed basis. Offerors must be able to serve various events and offer a range of menu options that can accommodate dietary restrictions and cultural sensitivities.

#### IV-2. Specific.

The Authority is seeking Offerors capable of providing high-quality food and beverage services, exceptional customer service, and flexibility to accommodate last-minute requests or changes.

All food and beverages provided must comply with local, state, and federal food safety regulations. Offeror(s) must maintain all necessary permits, licenses, and insurance coverage to provide food services.

## A. Catering Services

Offeror must demonstrate the capability to manage large-scale special events, on and off-site, such as holiday parties and employee appreciation celebrations. The number of people at events will range from 50 to 1100 people. Offerors must indicate in **Tab E** of their proposal the maximum number of people they can accommodate. This includes the capacity to handle elevated guest counts, diverse menu requirements, and logistical coordination for events of varying complexity and scale.

Offeror must develop and offer a variety of menu options, including but not limited to the following: platters, buffet style and individual order options, hot and cold meals, beverages (non-alcoholic), desserts, vegetarian, vegan, gluten-free and other dietary preference options.

- **1.** Event Tiers and Pricing: Offerors must indicate which of the following event sizes they can accommodate and provide menu options and pricing for each tier offered:
  - a. Small Event: 50-200 people
  - **b.** Medium Event: 200-500 people
  - c. Large Event: 500-1100 people
- **2.** Menu Options: Offeror must offer meal options for special occasions and celebrations. The menu must accommodate dietary restrictions and cultural sensitivities.
- **3. Equipment and Supplies:** The selected Offeror(s) is responsible for providing all necessary equipment and supplies, including but not limited to:
  - **a.** Eating utensils, serving utensils, disposable cutlery, plates, napkins, and tablecloths.
  - **b.** Ice, chafing dishes, warming trays, or other equipment to maintain proper food temperature.
- 4. Staffing and Operations: The selected Offeror(s) must ensure adequate staffing levels during peak and non-peak hours to effectively meet the Authority's demand. Selected Offeror(s) must demonstrate professional customer service and customer satisfaction.

The selected Offeror(s) must provide experienced and professional staff for set up, service, and cleanup, as required by the Authority. Staff in attendance must adhere to a professional dress code appropriate for government events.

4. Serving Style: Menu options should consist of two serving styles buffet or individually wrapped meals. The Authority will specify on the day of ordering whether the acquired food must be delivered buffet-style or

individually wrapped. The selected Offeror(s) must be able to accommodate both serving styles based on event requirements.

- 5. Venue Options, if applicable: Identify any venue rental options you offer, including but not limited to:
  - **a.** Identify the maximum number of people the venue can accommodate
  - **b.** Describe the food options available
  - c. Describe beverage options available
  - d. Identify table, chairs and linen options available
  - e. Indicate if the venue allows third-party vendors, for example, photo booths.
- **B. Performance Standards:** Client satisfaction with food quality, presentation, and service will be evaluated post-event through feedback surveys or other methods.
- **C. Delivery and Timelines:** The selected Offeror(s) must deliver food and beverages within the timeframe specified by the Authority at the time the order is placed. Delivery location may vary. For deliveries made to the Authority Headquarters, all catering deliveries must be made using the loading dock located on Filbert Street. Deliveries must be dropped off directly to Authority personnel and cannot be left unattended.
- **D. Deposit Requirements:** Identify any deposit requirements to secure catering services. Deposit requirements must include a percentage or amount, and a timeline when the deposit is due and include policies regarding refund of the deposit, including conditions for partial or full refunds in the event of cancellation.

## PART V

## **CONTRACT TERMS AND CONDITIONS**

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract <u>must be clearly noted in the proposal</u> (Tab G) in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

**V-2.** Contract Term. The term of this Agreement shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

Appendix A Proposal Form

## THE PHILADELPHIA PARKING AUTHORITY 701 MARKET STREET – SUITE 5400 PHILADELPHIA, PA 19106

## ON-CALL CATERING SERVICES RFP No. 25-06

## **PROPOSAL FORM**

- 1. The undersigned submits this proposal in response to the above referenced **RFP No. 25-06 On-Call Catering Services** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
- 2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
- **3.** Offeror acknowledges receipt of the following addenda:

 Addendum	Date

4. **Contract Term.** The term of this Agreement shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

5. **Requirement Statement:** The undersigned Offeror agrees to provide catering services as specified in the Work Statement, any Addenda, if issued and the response submitted.

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Name (Please Print)

Title

Date

6. Insurance Requirements: The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, Insurance Requirements and any Addenda, if issued.

Signation	<u>^</u>
Signatu	c

Name (Please Print)

Title

Date

#### 7. Offeror Signatures: Complete <u>one</u> section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

If offer is by a business entity other than a corporation form must be dated and signed here:

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

City/State/ ZIP Code

Street Address

Telephone Number

Date

Typed or Printed Name

Title

Signature

#### 8. Affidavit of Non-Collusion:

State of:	
County of:	

RFP No. \_\_\_\_\_

I state that I am \_\_\_\_\_\_ (Title) of \_\_\_\_\_\_ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) \_\_\_\_\_\_ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_\_ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF 20\_\_\_\_ Signature

Printed Name

Notary Public	
My Commission Expires:	

References: Offerors must provide a minimum of three (3) references, to whom similar services were provided within 9. the last 3 years. The references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided. The Authority will contact the references provided via email.

1.	Company Name:
	Company Address:
	Reference Contact Name and Title:
	Contact Phone Number:
	Contact Email Address:
	Dates services were performed:
	Description of Services:
2.	Company Name:
	Company Address:
	Reference Contact Name and Title:
	Contact Phone Number:
	Contact Email Address:
	Dates services were performed:
	Description of Services:
3.	Company Name:
	Company Address:
	Reference Contact Name and Title:
	Contact Phone Number:
	Contact Email Address:
	Dates services were performed:
	Description of Services:
On	Call Catering Services PROPOSAL FORM

RFP No. 25-06

#### 10. Qualifications:

a.	Type of business:	Individually owned	
	Check one	Partnership	
		Corporation	
		Other	
b.	Number of employees:	Under 25	
	Check one	Under 50	
		Under 100	
		Over 100	

c. If you have had previous contracts with the Authority, list date and product or service provided:

İ.....

ii.....

iii.....

d. Philadelphia Commercial Activities License Number: \_\_\_\_\_

e. Federal EIN Number:\_\_\_\_\_

## **Philadelphia Parking Authority**

## SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

## **OFFEROR INFORMATION:**

If yes, please identify each category that applies to your business:

1.	 •
2.	 ·
3.	 
4.	 
5.	

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$\_\_\_\_\_%

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract.

**This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

MANAGER OF CONTRACT ADMINISTRATION THE PHILADELPHIA PARKING AUTHORITY 701 MARKET STREET, SUITE 5400 PHILADELPHIA, PA 19106



## Proposal Decline Form: RFP No. 25-06 On-Call Catering Services

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned contractor declines to submit an offer for this project.

Name: \_\_\_\_\_\_

- □ Requirements too "tight" (explain below)
- □ Unable to meet time period for responding to this RFP
- □ We do not offer this product or service
- $\hfill\square$  Our schedule would not permit us to perform
- □ Work Statement unclear (explain below)
- □ Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- □ Other (specify below)

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at <u>sstewart@philapark.org</u>. A link to the electronic version of this form can be found on our website or by clicking this link, <u>https://app.smartsheet.com/b/form/0f3e014c7f634596962f991ad2eaff60</u>.

Appendix B Sample Contract

## CONTRACT FOR A ON-CALL CATERING SERVICES

#### Contract No. K-24-0118

THIS AGREEEMENT for On-Call Catering Services ("Contract") is entered into by and between the **Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 ("Authority") and \_\_\_\_\_\_ with an address at \_\_\_\_\_\_ ("Contractor").

## RECITALS

**WHEREAS,** the Authority is a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

**WHEREAS**, the Authority desires to procure food catering services for various events with a range of food options on an on-call, as-needed basis ("**On-Call Catering Services**");

**WHEREAS**, the Authority determined that it was not advantageous for it to use a bidding process in order to secure On-Call Catering Services subject to this Contract because it wished to consider criteria other than price in the award process;

**WHEREAS**, the Authority prepared and issued a Request for Proposals "No. 25-06 On-Call Catering Services" ("RFP") on May 22, 2025 for the procurement of professional food catering services;

WHEREAS, Contractor submitted a conforming proposal to the RFP on \_\_\_\_\_, 2025 ("**Proposal**"); and

**WHEREAS,** upon review of Contractor's Proposal responding to the RFP, the Authority's Board voted at a public meeting to award this Contract to Contractor.

**NOW, THEREFORE,** in consideration of the covenants and conditions contained herein, intending to be legally bound, the Parties hereto hereby agree as follows:

## 1. **DEFINITIONS**

"Authority" is the Philadelphia Parking Authority.

"Catering Services" is described in Section IV-2. A. "Catering Services" of the Work Statement. Contractor will be responsible to provide the Catering Services as described and shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this nature of work. "Effective Date" is the date the Contract has been awarded by the Authority's Board, executed by the Contractor, and then executed by the Authority. The Authority's Executive Director will note the Effective Date on the signature page of the Contract.

"Event Confirmation" is the writing by Contractor sent to the Authority confirming its ability to provide the Catering Services as requested by the Authority through a Purchase Order.

"Event Tiers" is the event size as described in Section IV-2. A. "Catering Services" of the Work Statement.

"Menu" is the list of food and beverage items with pricing that could be provided by Contractor for Catering Services to the Authority as described in Contractor's Proposal.

"On-Call Catering Services" are the high-quality food and beverage services, exceptional customer service, and flexibility to accommodate last-minute requests or changes from the Authority on an as-needed basis of Catering Services.

"Parties" are the Philadelphia Parking Authority and Contractor.

"Performance Standards" are the Authority's evaluation of Contractor's On-Call Catering Services, which includes food quality, presentation, and service.

"Project Manager" is the Authority employee designated to oversee the implementation and fulfillment of this Contract.

"Purchase Order" is the Authority's document sent to Contractor to procure Catering Services for a specified event with details as to Event Type, Serving Style, date, time, etc.

"Services" are the additional services with lists pricing and costs, such as staffing or venue options, that Contractor may provide in association with Catering Services provided to the Authority as described in Contractor's Proposal.

"Serving Style" consists of either buffet-style food/service or individually wrapped meals.

"Work Statement" is part IV of the RFP.

## 2. <u>CONTRACT DOCUMENTS</u>

The documents forming this entire Contract between the Authority and Contractor consist of this Contract and the following:

Exhibit "A" - RFP

Exhibit "B" - Proposal

Exhibit "C" - Philadelphia Parking Authority Contractor Integrity Provisions

## 3. <u>TERM OF CONTRACT</u>

3.1. The term of this Agreement will commence on the Effective Date and will end automatically one (1) year thereafter unless terminated prior pursuant to another section of this Agreement ("**Term**"). The Authority's Executive Director will note the Effective Date on the signature page of this Contract.

3.2. <u>Options to Extend</u>. After the conclusion of the Term, the Authority, in its sole discretion, may extend the Term for up to four (4) additional one-year periods ("**Option Periods**") subject to the termination provisions set forth in section 11 of this Contract.

3.2.1 At least ninety (90) days prior to the end of the then current term, the Authority shall give Contractor a preliminary written notice if it intends to exercise its option to extend the Contract and request that Contractor provide in writing either a confirmation that the costs submitted with the Proposal have not changed for the upcoming Option Period or submit any updated costs for each tiered option and associated menus with each tier and any additional costs for services such as staffing or venue options ("Cost Confirmation"). The preliminary notice does not commit the Authority to an extension of the then current term.

3.2.2 Contractor shall provide the Cost Confirmation within thirty (30) days of the Authority's request or provide notice that it does not seek a term extension of this Contract.

3.2.3 Upon review of the Contractor's Cost Confirmation, the Authority, in its sole discretion, may provide notice to the Contractor of its desire to extend the Term of the Contract for one (1) year. The notice will include an amendment to this contract providing the new term and incorporating the Cost Confirmation or such an amendment thereto agreed upon by the Parties ("Contract Amendment").

3.2.4 In order to extend the Term of this Contract, Contractor shall sign and return the Contract Amendment to the Authority within fifteen days of the mailing date of the Authority's notice.

3.3. <u>No Waiver</u>. The Authority's decision to extend the Term of this Contract or exercise an Option Period is not a waiver of the "time is of the essence" provision in section 5.

## 4. WORK STATEMENT

4.1. <u>Work Statement</u>. Contractor agrees to provide the On-Call Catering Services as set forth in the Work Statement.

4.2. <u>Additional Equipment or Services</u>. Any and all additional equipment or services required for Catering Services as detailed in the Work Statement, but not reflected in the Contractor's Proposal, will be the sole responsibility of the Contractor and at no cost to the Authority.

4.3. <u>Notification</u>. Contractor must notify the Authority promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the

requirements of this Contract, or that is likely to cause any material delay in adequately providing the On-Call Catering Services under this Contract.

4.4. <u>Project Manager</u>. Contractor must coordinate the fulfillment of this Contract with the Authority's "**Project Manager**". The Authority's Project Manager under this Contract is Rich Lazer, who may be reached at (215) 683-9966 or by e-mail at <u>EKisleiko@philapark.org</u>.

## 5. <u>DELIVERY AND TIMELINES</u>

5.1. Upon the need for Catering Services, the Authority will issue a purchase order to Contractor detailing the event, date, time, Event Tier, Serving Style, specific menu requests, staffing requirements, and venue option if applicable ("**Purchase Order**").

5.2. Within three (3) business days of the issuance of the Purchase Order, Contractor shall respond to the Authority's Purchase Order in writing providing a confirmation of its ability to provide the Catering Services as proposed in the Purchase Order ("**Event Confirmation**").

5.3. Project Management. The Contractor must provide all responses to requests from the Authority in writing to the Project Manager at the email address listed above and any other Authority representative identified on the Purchase Order.

5.4. Contractor shall provide the Catering Services within the timeframe specified by the Authority in the Purchase Order.

5.5. Time is of the Essence. Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to each and every request for Catering Services issued to Contractor by the Authority.

## 6. <u>COMPENSATION</u>

6.1. The Contractor agrees to accept the fixed fee sum identified in Contractor's Proposal for the Catering Services that were provided to the Authority under this Contract during the Term and any Option Periods ("**Fixed Fee**").

6.2 The Fixed Fee includes the cost of the Menu and Services provided by the Contractor to the Authority for the Catering Services.

6.3 The Authority will remit a deposit, if applicable, as outlined in Contractor's Proposal within ten (10) business days of receipt of Contractor's Event Confirmation.

6.4. <u>Invoicing</u>. Within five (5) business days of the date Contractor provided Catering Services under this Contract and specific Purchase Order, Contractor shall submit to the Authority an itemized invoice that details the date, hours and location of the event, a detailed list of the food items provided from the Menu, quantities, and any associated costs for additional Services. The Contractor must invoice the Authority's Accounts Payable department in a form acceptable to the

Authority referencing the Purchase Order. All invoices must also be forwarded to the Project Manager at the email address provided above.

6.5. <u>Payment by the Authority</u>. Upon approval by the Project Manager and satisfaction with Contractor's Performance Standards of the requested Catering Services, the Authority will remit payment of the Fixed Fee to Contractor within thirty (30) days of receipt of Contractor's invoice.

## 7. <u>STANDARDS OF SERVICE</u>

In connection with the performance of any On-Call Catering Services pursuant to this Contract:

7.1. <u>Number of Employees</u>. Contractor warrants it will provide sufficient employees to complete the On-Call Catering Services ordered within the applicable time frames established pursuant to this Contract. Furthermore, Contractor will, at its sole expense, supply all tools, equipment, and other materials necessary to perform the On-Call Catering Services contemplated in this Contract.

7.2. <u>Skills of Employees</u>. Contractor warrants that its employees will have sufficient skill, knowledge, and training to perform the On-Call Catering Services and that the On-Call Catering Services will be performed in a professional and workmanlike manner.

7.3. <u>Security and Safety</u>. Contractor must require its employees providing On-Call Catering Services to comply with applicable Authority security and safety regulations and policies.

7.4. <u>Contractor's obligations to employees</u>. Contractor must provide for and pay the compensation of its employees and must pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The Authority will not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor will indemnify, defend, and hold the Authority harmless from and against all such taxes, contributions, and benefits (including any interest and penalties assessed against Contractor) and will comply with all associated governmental regulations, including the filing of all necessary reports and returns and the proper classification of its employees and contractors engaged to perform On-Call Catering Services under this Contract.

7.5. <u>Replacement of Employees, Independent Contractors, and Subcontractors</u>. During the course of performance of Services, the Authority may request replacement of an employee, a proposed employee, an independent contractor of Contractor, or a Subcontractor, provided that there is reasonable cause. In such event, Contractor must, within five (5) working days of receipt of such request from the Authority, provide a substitute person of sufficient skill, knowledge, and training to perform the applicable On-Call Catering Services. When the Authority notifies Contractor that (i) such person's level of performance is unacceptable, (ii) such person has failed to perform as required, or (iii) such person, in the Authority's sole opinion, lacks the skill,

knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said person, confirm the quality of work, and correct any items the Contractor deems incorrect, defective, or otherwise failing to meet the required level of On-Call Catering Services as set forth in this Contract.

## 8. <u>AMENDMENTS</u>

8.1. <u>Changes</u>. Any proposed change(s) to this Contract that relates to (i) the deletion of any requirement or part of the Catering Services, (ii) adding additional requirements to the Catering Services, (iii) changing or modifying the Catering Services, or (iv) making other changes that materially alters the scope of this Contract, including the approval of all performance and payment schedules, must be approved by the Authority's Executive Director in writing.

8.2. <u>Additional Compensation</u>. The Parties agree that only the Authority's Board may consent to any additional compensation for additional services or goods requested by the Authority that were not identified in the RFP. Any changes to the Contract made pursuant to this section must be by written amendment to this Contract and signed by the Authority's Executive Director.

## 9. TAXES AND OVERHEAD COSTS

9.1. <u>Taxes</u>. Contractor will be responsible for payment of all taxes, fees, duty, levy, contributions or charges, including any interest and penalties, applicable to the conduct of Contractor's business.

9.2. Contractor hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Contractor certifies that its Philadelphia Activity License No. is: \_\_\_\_\_\_ and its Philadelphia Food License No. is: \_\_\_\_\_\_. Contractor further certifies that its Federal Tax ID. No. is: \_\_\_\_\_\_.

9.3. As an agency of the Commonwealth of Pennsylvania and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Contract (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Contractor, and Contractor will maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assesses against the Authority as a result of Contractor's performance under this Contract.

9.4. <u>Overhead costs</u>. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this Contract, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, or food transportation in connection with Contractor's On-Call Catering Services without the advanced written approval of the Authority's Executive Director.

## 10. <u>REPRESENTATIONS AND WARRANTIES</u>

10.1. <u>Contractor's Responsibility</u>. Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Contract. Contractor warrants that it has read and agrees with the specifications contained in the Work Statement and agrees to inform the Authority of any unforeseen conditions which will materially affect the performance of the work or On-Call Catering Services within forty-five (45) days of the Effective Date and will not proceed until written instructions are received from the Project Manager.

10.2. <u>Power to Make Contract</u>. Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Contract and that the Authority will be entitled to use the System without disturbance or failure of operation during the Term or any Option Period.

10.3. Contractor warrants that all On-Call Catering Services performed under this Contract will be the type and quality specified in the Work Statement, and the Authority may reject or refuse the On-Call Catering Services which fall below the quality specified in the RFP and this Contract.

10.4 <u>Contractor's Financial Stability</u>. Contractor represents and warrants that it is financially sound and with adequate equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the specified timeframes requested, all of the On-Call Catering Services as specified in the RFP and this Contract.

10.5 <u>Misrepresentation</u>. The Contractor warrants that it has not misrepresented or concealed any material facts in the procurement of this Contract.

## 11. <u>TERMINATION</u>

11.1. <u>Termination for Convenience</u>. The Authority will have the right to terminate this Contract, without cause, by giving not less than thirty (30) days' written notice of termination to Contractor.

11.2. <u>Termination for Default</u>. If Contractor fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law or at equity, the Authority may terminate this Contract immediately upon written notice to Contractor.

11.3. <u>Power to Terminate</u>. Only the Authority's Executive Director is empowered to terminate this Contract on behalf of the Authority.

## 12. <u>DISPUTE RESOLUTION</u>

12.1 <u>Resolution of Claims and Disputes</u>. The Parties will make reasonable efforts to reach a negotiated resolution of any claim or dispute arising out of the interpretation, application, implementation, or performance of this Contract before seeking legal relief.

## 13. <u>NO SOLICITATION/CONFLICTS OF INTEREST</u>

13.1. <u>Gifts</u>. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

13.2. <u>Conflict of Interest</u>. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

13.3. <u>Contractor Integrity Provisions</u>. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "D". Contractor, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this Contract and the reporting of any offending event for investigation.

## 14. <u>RIGHT-TO-KNOW LAW</u>

14.1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract.

14.2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Contract ("Requested Information"), it will notify the Contractor using the contact information provided in this Contract. Upon written notification from the Authority that it requires the Contractor's assistance in responding to such a request under the RTKL the Contractor must:

14.2.1. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor's possession arising out of this Contract that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

14.2.2. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Contract.

14.3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

14.4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

14.5. The Authority will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

14.6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. ("Contractors' Refusal") the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records ("OOR") and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor's non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

14.7. In the event of administrative or legal proceedings, or both, related to Contractor's Refusal, the following will apply:

14.7.1. Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor's Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

14.7.2. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

14.8. As between the Parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

14.9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Contract and will continue as long as the Contractor has Requested Information in its possession.

## 15. **INDEMNIFICATION**

Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees and expert witness fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing On-Call Catering Services under this Contract or while present on the Authority's

premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. The obligations to defend and indemnify the Indemnified Parties will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act or by any negligence of the Authority, to the maximum extent permitted by law. Further, Contractor's compliance with these provisions and the limits of insurance specified in this Contract will not constitute a limitation of Contractor's liability or otherwise affect Contractor's obligations to defend and indemnify the Indemnified Parties pursuant to this Contract.

## 16. <u>INSURANCE REQUIREMENTS</u>

Contractor agrees to have and maintain the insurance policies required and set forth in the RFP. All policies, endorsements, certificates and/or binders will be subject to approval by the Authority's Risk Management Department as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Authority's Risk Management Department. Contractor agrees to provide the Authority with a copy of said policies, certificates and/or endorsements before work commences under this Contract. Contractor will pay all insurance deductibles with respect to all claims for coverage under policies within the Insurance Requirements as such claims are or have been submitted by Contractor to any of Contractor's insurance carriers. Contractor must give the Authority and the Contractor's insurance carrier prompt written notice of any claims of which Contractor has knowledge of, pending, or threatened against the Authority or Contractor relating to this Contract. Should any of the insurance within the Insurance Requirements be provided under a claims-made form, Contractor must maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three (3) years beyond the expiration of this Contract, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Contract, such claims will be covered by such claims-made policies.

## 17. <u>WAIVER</u>

Contractor agrees that the Authority's waiver of any breach or violation of any provision of this Contract or the omission by the Authority at any time to enforce any default or right reserved to it will not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. The Authority's acceptance of the performance of any of Contractor's Services will not be a waiver of any provision of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy will not preclude or in any way be deemed to waive any other remedy. Nothing in this Contract will constitute a waiver or limitation of any rights that the Authority may have under applicable law.

## **18.** <u>INDEPENDENT CONTRACTOR</u>

Contractor, in the performance of this Contract, is an independent contractor. Contractor will maintain complete control over all of Contractor's employees, its independent contractors, any subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of the Authority. Neither Contractor nor the Authority is granted any right or authority to assume or create any obligation on behalf of the other.

## **19.** <u>COMPLIANCE WITH LAWS</u>

Contractor will comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Contract.

## 20. <u>NONDISCRIMINATION</u>

Contractor agrees that there will be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to its On-Call Catering Services provided to the Authority under this Contract.

## 21. <u>SUBCONTRACTORS</u>

21.1. <u>Authorized Subcontractors</u>. Contractor may use designated subcontractors, approved in advance by the Authority, in performing Contractor's On-Call Catering Services. Contractor must obtain the Authority's prior written consent in order to change or add subcontractors. Contractor will be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. The Authority assumes no responsibility whatsoever concerning such compensation.

21.2. <u>Compliance with Contract</u>. Contractor will ensure that Contractor's subcontractors comply with this Contract. At the Authority's request, Contractor will require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Contract.

## 22. <u>GOVERNING LAW</u>

This Contract will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any choice or conflict of laws provisions of any state) and the decisions of the Pennsylvania courts.

## 23. <u>VENUE</u>

The Parties irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense

that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### 24. <u>NOTICES</u>

Any written notice to the Authority under this Contract will be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

	The Philadelphia Parking Authority
	Attn: Dennis Weldon, General Counsel
	701 Market Street, Suite 5400
	Philadelphia, PA 19106
with a copy to:	
	The Philadelphia Parking Authority
	Attn: Executive Director
	701 Market Street, Suite 5400
	Philadelphia, PA 19106
	L '

Any written notice to the Contractor under this Contract will be deemed sufficient if delivered to the Contractor personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

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25.1 <u>Force Majeure Events</u>. Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as a pandemic, fire, flood, earthquake, or similar catastrophe, war, enemies or hostile government actions, revolutions, riots, civil commotion, labor strikes (excluding Contractor or its subcontractors' labor shortages), delays by any governmental agency including the Authority, or any law, proclamation, or order of any governmental agency (in its sovereign capacity) or court of law, or other causes beyond its reasonable control and occur without its fault or negligence, then the delayed party, upon giving prompt notice to the other party, will be excused from performance for a period of time equal to the duration of such delay;

provided, however, that the delayed party will use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed, and further provided that if the period of delay exceeds thirty (30) days over the term of this Contract, whether continuous or not, either party will thereafter have the right to terminate this Contract without cause on ten (10) days' notice. Any performance required of Contractor under this Contract will be suspended for any period of delay in the performance of the Authority to the extent that such delay in performance is directly the result of any such a cause, provided, however, Contractor must notify the Authority within ten (10) days of the event causing delay or the right to claim delay or the right to do so will be deemed waived by Contractor. Any performance required of delay in the performance of the Authority under this Contract will be suspended for any period by the Authority.

25.2. <u>Assignability</u>. The Parties agree that the expertise and experience of Contractor are material considerations for this Contract. Unless specifically authorized by this Contract, Contractor may not assign the performance of any obligation or interest under this Contract without the prior written consent of the Authority which consent will not unreasonably be withheld. Any attempt by Contractor to assign this Contract, in violation of this section, will be voidable at the Authority's sole option.

25.3. <u>No Third-Party Beneficiaries</u>. There are no third-party beneficiaries to this Contract.

25.4. <u>Risk of Loss</u>. Risk of loss of Equipment will remain with the Contractor during the Term and any Option Period.

25.5. <u>Non exclusivity</u>. Contractor acknowledges that this Contract is not an exclusive contract for the Authority's procurement of On-Call Catering Services and that the Authority may enter into contracts with other vendors for similar services or the Authority may have its own employees perform services similar to those services contemplated by this Contract. The Authority may also enter into multiple contracts with other vendors for the same event. The Authority makes no guarantee or commitment of any kind for On-Call Catering Services to be procured under this Contract.

25.6. <u>Entire Contract</u>. This Contract and the attached Exhibits set forth above, contain all the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties will not be incorporated in this Contract or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Contract. Any revisions, additions, and/or modifications of this Contract must be set forth in writing and signed by all Parties.

25.7. <u>Exhibits and Interpretation</u>. All Exhibits to this Contract are hereby incorporated by reference as though set forth fully herein. The Parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Contract and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party

will not be employed in the interpretation of the Contract, regardless of which party was generally responsible for the preparation of this Contract.

25.8. Order of Precedence. In the event of any discrepancies or inconsistencies between the provisions of this Contract and the attached documents, it will be resolved by giving precedence in the following order: (1) the main body of this Contract; (2) the RFP, (3) the Exhibits, and (4) Contractor's Proposal. It is Contractor's responsibility to study this Contract and to report at once in writing to the Authority any interpretation by it of errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of this Contract. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

25.9. <u>Captions</u>. The headings and captions in this Contract are for convenience only and are not a part of this Contract and do not in any way define, limit, describe or amplify the terms and provisions of this Contract or the scope or intent thereof.

25.10 <u>Recitals</u>. The Recitals set forth at the beginning of this Contract are deemed incorporated herein, and the Parties hereto represent they are true, accurate, and correct.

25.11. <u>Separation Clause</u>. If any provision of this Contract, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Contract and the application of such provision(s) to other persons or circumstances will remain valid and enforceable.

25.12. <u>Prior Contracts</u>. Contractor agrees that upon the Effective Date of this Contract any prior contract between Contractor and the Authority to perform any services is considered terminated. The Fixed Fee, provided in section 6 of this Contract, will apply to all of the Contractor's Services as of the Effective Date.

25.13. <u>Counterparts</u>. This Contract may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The Parties may execute (including electronically execute) and exchange electronic counterparts of this Contract, and if transmitted electronically to the other party, said electronic counterpart(s) will be treated in all manner and respects as an original document, and the signature of any party thereon will be considered as an original signature. Any such fully executed electronic copy of this Contract will be considered to have the same binding legal effect as an original copy. This Contract will be deemed effective when one or more counterparts hereof, individually or taken together, will bear the signatures of all of the Parties reflected hereon as the signatories hereto and as so executed, have been delivered to each party to this Contract.

# SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the Parties have set their hands and seals on the date first above written.

## The Philadelphia Parking Authority

Attest:	By:
Print Name:	Rich Lazer Executive Director
Print Title:	
	Effective Date:
	APPROVED AS TO FORM
	By:/s/ Office of General Counsel
	Contractor
Witness:	By:
Print Name:	Print Name:
Print Title:	Print Title:

# Exhibit "A" RFP

# Exhibit "B" Proposal

#### EXHIBIT "C" Philadelphia Parking Authority CONTRACTOR INTEGRITY PROVISIONS

#### 1. Definitions.

a) **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b) **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c) **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d) **Contractor Related Parties** means any affiliates of Contractor and Contractor's officers and directors.

e) **Financial interest** means any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f) Gift means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third-party beneficiaries shall be created thereby.

#### 11. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

14. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with Contractor. Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through

the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of any event which would cause Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. Appendix C Insurance Requirements

#### THE PHILADELPHIA PARKING AUTHORITY RFP NO. 25-06 ON-CALL CATERING SERVICES INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of work, **Contractor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

- 1. <u>Workers Compensation and Employers Liability:</u> in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
  - a) Workers' Compensation Coverage: Statutory Requirements
  - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. <u>Commercial General Liability:</u> including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

a)	Occ	- -		
,	(1)	General Aggregate:	\$2,	000,000
	(2)	Products/Completed Operations Aggregate:	\$1,	000,000
	(3)	Each Occurrence:	\$1,	000,000
	(4)	Personal and Advertising Injury:	\$1,	000,000
	(5)	Fire Damage (any one fire):	\$	50,000
	(6)	Medical Expense (any one person):	\$	5,000
1 \	0			1.

- b) General Aggregate must apply on a Per Location Basis, as applicable.
- c) Owner must be named as additional insured as shown in requirement #8.
- <u>Automobile Liability:</u> (Note: if no owned vehicles, show at least hired and non-owned coverage)
  a) Coverage to include:
  - (1) All Owned, Hired and Non-Owned Vehicles
  - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

\$1,000,000

- b) Per Accident Combined Single Limit:
- c) Owner must be named as additional insured as shown in requirement #8.
- 4. <u>Excess/Umbrella Liability Insurance</u>: with a minimum acceptable limit of coverage of \$1,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #8.
- 5. <u>Professional (E&O) Liability Insurance</u> with minimum acceptable limits of \$1,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Contractor must purchase Extended Reporting Coverage for the applicable statute of repose. If the controlling legal jurisdiction does not have any applicable statute of repose, the

#### THE PHILADELPHIA PARKING AUTHORITY RFP NO. 25-06 ON-CALL CATERING SERVICES INSURANCE REQUIREMENTS

Extended Reporting Coverage shall be maintained for the period of the applicable statute of limitations or for a period of ten (10) years, whichever duration is longest.

- 6. <u>Deductibles or Self-Insured Retentions:</u> **Contractor** is responsible to pay all deductibles and/or self-insured retentions that may apply to the required insurance.
- 7. Financial Rating of Insurance Companies:
  - a) A.M. Best Rating: A (Excellent) or Higher
  - b) A.M. Best Financial Size Category: Class VII or Higher
- 8. The Philadelphia Parking Authority, and its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Contractor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
- 9. It is agreed that **Contractor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
- 10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Contractor** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Contractor** pursuant to this Contract.
  - b) **Contractor** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Contractor** Pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.
- 11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Contractor**.
- 12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
- 13. The carrying of insurance shall in no way be interpreted as relieving **Contractor** of any responsibility or liability under the contract.
- 14. Prior to the commencement of work or use of premises, Contractor shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority. <u>Project description, Job</u> <u>Number, OR Contract Number must be shown on the Certificate of Insurance.</u>

#### THE PHILADELPHIA PARKING AUTHORITY RFP NO. 25-06 ON-CALL CATERING SERVICES INSURANCE REQUIREMENTS

In the event of a failure of **Contractor** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of **Contractor** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

- 15. Failure of **Contractor** to obtain and maintain the required insurance shall constitute a breach of contract and **Contractor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Contractor** with a written waiver of the specific insurance requirement.
- 16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Contractor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Contractor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
- 17. If work involves subcontractors, **Contractor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Contractor**. The subcontractor's insurance must name the PPA as additional insured. **Contractor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
- 18. Failure of Contractor to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D Sample Menu

# **RFP No. 25-06 On-Call Catering Services**

# **Appendix D - Sample Menu Ideas for Catered Events**

### 1. Pasta Station

### A. Pasta Options

- 1. Spaghetti
- 2. Penne
- 3. Fusilli
- 4. Fettuccine
- 5. Gluten-Free Pasta (for dietary restrictions)
- B. Sauce Choices
  - 1. Marinara Sauce: Classic tomato-based sauce with garlic and herbs
  - 2. Alfredo Sauce: Rich and creamy with Parmesan cheese and butter
  - 3. Pesto Sauce: Fresh basil, garlic, pine nuts, Parmesan, and olive oil
  - 4. Carbonara Sauce: A creamy sauce with eggs, pancetta, Parmesan, and black pepper
  - 5. Arrabbiata Sauce: Spicy tomato sauce with garlic and chili flakes

#### C. Toppings & Add-ins:

- 1. Grilled Chicken
- 2. Shrimp
- 3. Italian Sausage
- 4. Roasted Vegetables: Bell peppers, zucchini, mushrooms, and onions
- 5. Fresh Spinach
- 6. Sautéed Garlic
- 7. Parmesan Cheese
- 8. Red Pepper Flakes
- 9. Olives (black or green)
- 10. Basil or Fresh Parsley
- 11. Sun-dried Tomatoes
- 12. Crumbled Bacon

#### D. Side Dishes

- 1. Garlic Bread
- 2. Caesar Salad
- 3. Caprese Salad: Fresh tomatoes, mozzarella, basil, and balsamic drizzle

4. Antipasto Platter: A variety of cheeses, cured meats, olives, and marinated vegetables

#### 2. Hot Dog Day

- A. Hot Dogs with buns Beef/Pork/Turkey
- B. Toppings
  - 1. Cheese Wiz
  - 2. Chili
  - 3. Onions
- C. Sides
  - 1. Fries
  - 2. Onion Rings

#### 3. Mexican Fiesta

#### A. Entrees

- 1. Chicken or Beef Burritos: Flour tortillas filled with seasoned grilled chicken or beef, rice, beans, cheese, guacamole, and sour cream.
- 2. Veggie Tacos: Soft corn tortillas with roasted vegetables (like bell peppers, zucchini, and mushrooms), topped with lettuce, cheese, avocado, and salsa.
- 3. "Walking Tacos"
- B. Side Dishes
  - 1. Mexican Rice: A flavorful, seasoned rice with tomatoes, onions, garlic, and cumin.
  - 2. Refried Beans: A classic side dish made with pinto beans, garlic, and onion, either mashed or left chunky.
  - 3. Chips and Salsa: Crispy tortilla chips served with fresh tomato salsa or salsa verde.
  - 4. Guacamole: A creamy avocado dip with lime, cilantro, and a touch of chili.
  - 5. Street Corn (Elote): Grilled corn on the cob coated with mayonnaise, cotija cheese, chili powder, and lime juice.

#### 4. Soul Food

- A. Entrees
  - 1. Fried Chicken: Crispy, golden-brown chicken seasoned to perfection.
  - 2. Smothered Pork Chops: Tender pork chops in a rich, savory gravy.
  - 3. Baked Macaroni and Cheese: Creamy, cheesy macaroni baked to a golden crisp on top.
  - 4. BBQ Ribs: Fall-off-the-bone tender ribs smothered in a sweet and tangy BBQ sauce.
- B. Side Dishes
  - 1. Collard Greens: Slow-cooked greens seasoned with smoked turkey or ham hocks.
  - 2. Candied Yams: Sweet potatoes caramelized with butter, brown sugar, and cinnamon.
  - 3. Cornbread: Light, fluffy cornbread with a slightly sweet flavor.

- 4. Black-eyed Peas: Simmered with smoked meat for a savory finish.
- 5. Potato Salad: Creamy potato salad with a blend of mustard, mayo, and seasonings.
- C. Salads
  - 1. Coleslaw: Crunchy cabbage and carrots in a tangy dressing.
  - 2. Tomato and Cucumber Salad: Fresh, light, and tangy with a touch of vinegar.

#### 5. Pizza

- A. Pizzas
  - 1. Pizza with a red sauce and various selection of toppings)
  - 2. White Pizzas (Pizza with a white sauce and various selection of toppings)
- **B.** Sides
  - 1. Garlic Bread Sticks: Warm, buttery breadsticks with a side of marinara dipping sauce.
  - 2. Caesar Salad: Romaine lettuce, parmesan, croutons, and Caesar dressing.
  - 3. Buffalo Wings: Spicy buffalo wings served with ranch or blue cheese dressing.
  - 4. Chicken Fingers: Fried Chicken fingers with dip.

#### 6. Hoagie Platters

- A. Hoagies (Cut up):
  - **1.** Italian Hoagie: A classic with genoa salami, ham, capicola, and provolone, topped with lettuce, tomatoes, onions, oil, and vinegar.
  - 2. Turkey & Provolone Hoagie: Lean turkey breast with provolone cheese and all the fresh toppings.
  - 3. Chicken Cutlet Hoagie: Chicken Cutlet with provolone cheese.
  - **4.** Vegetarian Hoagie: A selection of fresh vegetables like cucumbers, peppers, onions, and a choice of cheese with dressing.
- B. Sides:
  - 1. Potato Salad: A creamy side dish to complement the hoagies.
  - 2. Cole Slaw: Tangy and crunchy cabbage salad.
  - 3. Chips: Various flavors to accompany each sandwich.

#### 7. Salad Bar

#### A. Base Greens

- 1. Romaine Lettuce
- 2. Mixed Greens (Spring Mix)
- 3. Spinach
- 4. Arugula
- 5. Kale

#### B. Toppings

- 1. Cherry Tomatoes
- 2. Cucumber Slices
- 3. Shredded Carrots
- 4. Red Onion Rings
- 5. Bell Pepper Strips (Red, Yellow, Green)
- 6. Sliced Radishes
- 7. Broccoli Florets (Raw or Blanched)
- 8. Sliced Avocado
- 9. Fresh Herbs (Parsley, Cilantro, Basil)

#### C. Protein Options

- 1. Grilled Chicken Strips
- 2. Hard-Boiled Eggs (sliced)
- 3. Tofu (Grilled or Marinated)
- 4. Canned Tuna (in water or olive oil)
- 5. Roasted Chickpeas
- 6. Quinoa or Farro

#### **D.** Cheese Choices

- 1. Feta Cheese
- 2. Shredded Cheddar
- 3. Mozzarella (Fresh or Shredded)
- 4. Goat Cheese Crumbles
- 5. Parmesan (Shaved or Grated)

#### E. Crunchy Add-Ons

- 1. Croutons (Garlic, Herb, or Plain)
- 2. Sunflower Seeds
- 3. Sliced Almonds
- 4. Walnuts or Pecans
- 5. Pumpkin Seeds
- 6. Tortilla Chips (Crushed)
- F. Dressings
  - 1. Balsamic Vinaigrette
  - 2. Caesar Dressing
  - 3. Ranch

- 4. Lemon Tahini
- 5. Olive Oil & Balsamic Vinegar
- 6. Honey Mustard
- 7. Blue Cheese Dressing

#### G. Extras

- 1. Sliced Fruit (Apples, Strawberries, Orange Segments)
- 2. Dried Cranberries or Raisins
- 3. Sliced Olives (Black, Kalamata)
- 4. Pickled Red Onions or Jalapeños
- 5. Hummus or Guacamole (for dipping)

#### 8. Baked Potato Bar

#### A. Base

- 1. Baked Potatoes (russet potatoes, baked to perfection with skins on)
- 2. Sweet Potatoes (include sides of butter, cinnamon, brown sugar and marshmallows for this option)

#### B. Toppings

#### 1. Cheese Options

- a. Shredded Cheddar
- b. Shredded Monterey Jack
- c. Sour Cream & Chive Cream Cheese

#### 2. Proteins

- a. Crispy Bacon Bits
- b. Grilled Chicken Breast (chopped)
- c. Pulled Pork (optional, for a heartier option)

#### 3. Vegetables

- a. Sautéed Mushrooms
- b. Steamed Broccoli
- c. Green Onions (scallions)
- d. Sliced Jalapeños

#### 5. Sauces & Condiments

- a. Sour Cream
- b. Ranch Dressing
- c. BBQ Sauce
- d. Salsa
- e. Butter

f. Olive Oil (for a lighter option)

#### 6. Extras

- a. Chopped Fresh Herbs (parsley, cilantro)
- **b.** Chili (for a "loaded" potato option)
- c. Guacamole
- d. Crumbled Feta or Blue Cheese
- e. Sweet Chili Sauce

#### 9. Heritage

- A. Starter
  - 1. Caribbean-style Jerk Chicken Skewers: Marinated chicken pieces grilled with a blend of spices, served with a tangy lime dipping sauce.
  - 2. Mediterranean Hummus Trio: Classic, roasted red pepper, and beet hummus served with pita chips and veggie sticks.

#### B. Main Course

- 1. Indian-Inspired Butter Chicken: Tender chicken cooked in a creamy, spiced tomato sauce, served with basmati rice and naan bread.
- 2. Mexican-Style Street Tacos: Soft corn tortillas filled with marinated beef or grilled veggies, topped with cilantro, onions, and a squeeze of lime.
- **3.** Italian Pasta Salad: Penne pasta tossed with cherry tomatoes, olives, mozzarella, and a zesty basil vinaigrette.

#### C. Sides

- 1. Japanese Edamame: Steamed edamame beans sprinkled with sea salt for a healthy, crunchy side.
- 2. Classic Southern Collard Greens: Slow-cooked collard greens with smoked turkey and a hint of vinegar.

#### 10. Fried Finger Food Lunch

- A. Crispy Chicken Tenders: Served with dipping sauces like honey mustard, BBQ, and ranch.
- B. Fried Mozzarella Sticks: Breaded and fried cheese sticks, served with marinara sauce.
- C. Mini Jalapeño Poppers: Stuffed with cream cheese and jalapeños, then breaded and fried.
- D. Fried Zucchini Fries: Crispy zucchini fries, served with garlic aioli dipping sauce.
- E. Fried Shrimp Bites: Crispy battered shrimp served with a spicy cocktail sauce.
- F. Mini Corn Dogs: Bite-sized hot dogs dipped in cornmeal batter and fried until golden.
- **G.** Fried Pickles: Sliced pickles coated in seasoned batter and fried, served with ranch or dill dip.
- H. Stuffed Potato Skins: Fried potato skins filled with cheese, bacon, and chives, served with sour cream.
- I. Fried Onion Rings: Thick-cut onion rings, battered and fried until crispy, served with ketchup or ranch.
- J. Vegetable Spring Rolls: Fried spring rolls filled with veggies, served with sweet chili dipping sauce.
- K. Fried Mac and Cheese Bites: Bite-sized macaroni and cheese balls, breaded and fried to perfection.

- L. Fried Empanadas: Pastry pockets filled with seasoned meats or vegetables, deep-fried until crispy.
- M. Fried Tofu Bites: Lightly battered tofu cubes, fried until crispy, served with soy or peanut dipping sauce.
- N. Fried Chicken Wings: Classic crispy fried wings, served with buffalo, BBQ, or honey mustard sauce.
- **O.** Fried Taquitos: Rolled tortillas stuffed with seasoned meat and cheese, fried until crispy, served with salsa and guacamole.

#### 11. Brunch Option

#### A. Beverages

- 1. Coffee Station: Regular and decaf coffee, with cream, sugar, and flavored syrups
- 2. Assorted Teas: Green tea, Earl Grey, and herbal varieties
- 3. Fresh Juices: Orange, apple, and cranberry
- 4. Sparkling Water: Lemon and lime slices available for garnish

#### **B.** Savory Dishes

- 1. Mini Quiches: Assorted flavors like spinach and feta, ham and cheddar, and mushroom and Swiss
- 2. Avocado Toast Bar: Toasted baguette slices with toppings such as mashed avocado, cherry tomatoes, radishes, and a drizzle of balsamic glaze
- 3. Breakfast Burritos: Flour tortillas filled with scrambled eggs, bacon or sausage, cheese, and salsa
- 4. Smoked Salmon Platter: Sliced smoked salmon with bagels, cream cheese, capers, red onion, and lemon wedges
- 5. Fresh Fruit Salad: A mix of seasonal fruits like berries, melons, and citrus
- 6. Yogurt Parfait Station: Greek yogurt, granola, honey, and mixed berries

#### C. Sweet Dishes

- 1. Pastry Assortment: Croissants, danishes, muffins, and cinnamon rolls
- 2. Pancake Bites: Mini pancakes served with maple syrup, butter, and fresh berries
- 3. Mini Cheesecakes: Bite-sized cheesecakes with a berry compote topping
- 4. Churros: Lightly fried dough with cinnamon sugar and a side of chocolate dipping sauce

#### D. Extras

- 1. Cold Cuts and Cheese Board: A selection of deli meats, cheeses, and crackers
- 2. Vegetarian and Vegan Options: Hummus and veggie platter, roasted vegetable frittata, and vegan muffins
- 12. Soft Pretzel Day: Soft Pretzels with Condiments

#### 13. BBQ

- A. Main Dishes
  - 1. Pulled Pork Sandwiches: Slow-cooked, tender pulled pork served with tangy BBQ sauce.
  - 2. BBQ Chicken Drumsticks: Grilled chicken legs coated in smoky BBQ sauce.
  - 3. Beef Brisket Slices: Smoked brisket served with a side of BBQ sauce for dipping.

#### B. Sides

- 1. Coleslaw: Creamy coleslaw with tangy dressing.
- 2. Grilled Corn on the Cob: Corn grilled to perfection with a buttered, smoky finish.
- 3. Baked Beans: Sweet and savory beans with a smoky flavor.
- 4. Potato Salad: Classic potato salad with mustard, mayo, and chopped herbs.

#### C. Extras

- 1. Pickles: Sliced dill pickles for a tangy crunch.
- 2. Cornbread Muffins: Soft, fluffy cornbread with a hint of sweetness.
- 3. BBQ Sauce Variety: A selection of different BBQ sauces (sweet, spicy, tangy) for dipping.

#### 14. Water Ice Day: Various Flavors

#### 15. Breakfast

- A. Hot Items
  - 1. Scrambled Eggs: Fluffy scrambled eggs (offer a vegetarian or dairy-free option if needed)
  - 2. Breakfast Burritos: Warm tortillas filled with scrambled eggs, cheese, and optional fillings like bacon, sausage, or vegetables.
  - **3.** Mini Quiches: Bite-sized quiches with options such as spinach and feta, ham and cheese, or mushroom and Swiss.
  - 4. Pancakes or Waffles: Served with a variety of toppings, including syrup, fresh berries, whipped cream, and butter.
  - 5. Breakfast Potatoes: Roasted potatoes with herbs or a hash brown option.
- B. Cold Items
  - 1. Assorted Pastries: Croissants, muffins, danishes, and cinnamon rolls.
  - 2. Bagels with Cream Cheese: Plain, sesame, and everything bagels with a variety of cream cheeses; plain, strawberry, chive, etc.
  - 3. Yogurt Parfait Station: Yogurt served with granola, fresh fruit, honey, and nuts for toppings.
  - 4. Fresh seasonal fruits: Berries, melon, pineapple, and grapes.
  - 5. Overnight Oats: Pre-portioned jars of overnight oats with options; almond milk, chia seeds, and a choice of toppings.

#### C. Beverages

- 1. Coffee & Tea: A variety of coffee (regular, decaf) and tea options, with milk, cream, sugar, and sweeteners available.
- 2. Fresh Juices: Orange, apple, and cranberry juices.
- 3. Infused Water: Water with citrus, cucumber, or mint for a refreshing twist.

#### D. Optional Add-ons

A. Avocado Toast: Slices of toasted bread with mashed avocado, topped with a sprinkle of chili flakes and lemon.

**16. Large Catered Party Buffet Style:** A typical buffet menu usually offers a wide variety of options across different categories to cater to diverse tastes. Here's a breakdown of common categories and the number of options we would like to find in each:

#### A. Salads and Cold Items (3-10 options)

- 1. Green salad (with various dressings)
- 2. Caesar salad
- 3. Potato salad
- 4. Pasta salad
- 5. Coleslaw
- 6. Hummus and dips (guacamole, tzatziki)
- 7. Sliced vegetables (carrots, cucumbers, etc.)
- 8. Fruit salad or fresh fruit options

#### B. Hot Entrees (5-10 options)

- 1. Grilled meats (chicken, beef, pork, or lamb)
- 2. Roasted vegetables
- 3. Pasta dishes (e.g., lasagna, macaroni and cheese)
- 4. Stews or casseroles
- 5. Fish or seafood options
- 6. Stir-fried vegetables or rice dishes
- 7. Carving station (roast beef, turkey, ham, etc.)
- 8. Asian-inspired dishes (fried rice, sweet and sour chicken)
- 9. Regional specialties (such as curry, fajitas, etc.)

#### C. Side Dishes (4-8 options)

- 1. Mashed potatoes
- 2. Rice (fried rice, pilaf, or steamed)
- 3. Gravy or sauces
- 4. Roasted or sautéed vegetables (e.g., broccoli, carrots, green beans)
- 5. Baked beans
- 6. Corn on the cob or other seasonal vegetables
- 7. Bread (rolls, breadsticks, flatbreads)
- 8. Macaroni and cheese
- D. Soups (1-3 options)
  - **1.** Chicken noodle soup
  - 2. Tomato soup

- 3. Creamy soups (like clam chowder, broccoli cheese)
- E. Carving Station (1-2 options)
  - 1. Roast beef
  - **2.** Ham
  - 3. Turkey
  - 4. Lamb
- F. Desserts (4-10 options)
  - 1. Cakes (chocolate cake, cheesecake)
  - 2. Pies (apple, pumpkin, pecan)
  - 3. Pastries (eclairs, cream puffs)
  - 4. Cookies
  - 5. Ice cream or sorbet
  - 6. Fresh fruit
  - 7. Puddings or mousse
  - 8. Tarts or cobblers
- G. Drinks (4-6 options)
  - 1. Soft drinks
  - 2. Coffee or tea
  - 3. Juices (orange, apple, etc.)
  - 4. Water (still, sparkling)

**Total Options:** A typical buffet menu will have anywhere from 20 to 50 items or more across all categories, depending on the size and type of event.

- **17.** Large Catered Party Sit Down Style: For a large event the sit-down menu is usually carefully curated to offer a variety of options that suit different tastes and dietary needs. Here's a breakdown of the typical number of options you might find in each category for a large party catered menu:
  - A. Appetizers (2-4 options): These are typically served as the first course if part of a plated meal.
    - 1. Hot Appetizers: Mini crab cakes, stuffed mushrooms, shrimp cocktails, bruschetta
    - 2. Cold Appetizers: Caprese skewers, smoked salmon canapés, cheese platters, charcuterie boards
    - 3. Vegetarian options: Spinach artichoke dip, stuffed vegetables, hummus with pita
  - **B.** Salads (1-2 options): A salad is typically served as a second course before the main entrée, and usually, you'll have a choice between two.
    - 1. Mixed greens salad with balsamic vinaigrette
    - 2. Caesar salad with crispy romaine, parmesan, and croutons
    - 3. Arugula or spinach salad with berries, nuts, and goat cheese
    - 4. Caprese salad with mozzarella, tomatoes, basil, and balsamic glaze

- **C.** Main Courses/Entrees (2-4 options): Main courses offer guests a choice of 2-3 different entrée options to accommodate different dietary preferences (meat, seafood, and vegetarian options are common).
  - 1. Meat: Filet mignon, roasted chicken breast, prime rib, lamb chops, pork tenderloin
  - 2. Seafood: Grilled salmon, lobster tail, sea bass, shrimp scampi
  - 3. Vegetarian: Stuffed portobello mushrooms, vegetable risotto, vegetable lasagna, roasted vegetable pasta
  - 4. Poultry: Chicken Marsala, chicken piccata, herb-roasted chicken
- D. Side Dishes (2-4 options): Side dishes are often served family-style or plated with the entrée. Some venues may
  - 1. Potatoes: Mashed potatoes, roasted baby potatoes, scalloped potatoes, potato gratin
  - 2. Rice: Wild rice pilaf, risotto, saffron rice, couscous
  - 3. Vegetables: Grilled asparagus, roasted Brussels sprouts, sautéed green beans, glazed carrots, roasted root vegetables
  - 4. Pasta: Garlic butter pasta, mac and cheese, or a light pasta dish like penne with pesto
- E. Bread (1-2 options): Bread is typically served with the salad or main course.
  - 1. Fresh dinner rolls
  - 2. Artisan breads (ciabatta, focaccia)
  - 3. Breadsticks
- F. Desserts (2-3 options)
  - 1. Mini desserts: Mini cheesecakes, macarons, chocolate mousse, or fruit tarts
  - 2. Other sweets: Cupcakes, petit fours, cookies, or a dessert station with various treats
  - 3. Fruit: Fresh fruit platter or fruit salad
- **G.** Beverages (3-6 options): Beverages can range from soft drinks to alcoholic options. The choice of beverages will depend on the type of service (open bar, cash bar, etc.).
  - 1. Soft drinks
  - 2. Coffee or tea
  - 3. Juices (orange, apple, etc.)
  - 4. Water (still, sparkling)

**Total Options:** A typical sit-down menu will have 25-40 options across all categories, with about 5-10 choices in each section. Some of the options may be a set meal (for example, everyone gets the same salad and bread), but others (such as entrées and desserts) will usually offer a choice between 2-3 different dishes per guest.