

ANNOUNCEMENT
REQUEST FOR PROPOSALS

Food Vendor for Cherry Street Pier Garden Restaurant



About Us

DRWC is a 501(c)(3) created in January 2009, exclusively for the benefit of the City of Philadelphia and its citizens. The fundamental purpose of DRWC is to design, develop, program and maintain public amenities such as permanent and seasonal parks, trails, and streetscape improvements to transform the waterfront into a vibrant destination for recreational, cultural, and commercial activities for the residents and visitors of Philadelphia as is consistent with the goals of the Master Plan for the Central Delaware. Daily programming throughout the entire year is changing the way Philadelphians see and converse about the waterfront, and is helping to create spaces and communities that connect residents and visitors to the waterfront.

Project Overview

Located on the scenic Delaware River Waterfront, Cherry Street Pier is a year-round, mixed-use public space. Built into the shell of a century-old municipal pier, it is a reflection of Philadelphia today—creative, diverse, historic, adaptable, and inspired. In response to feedback from the public and Philadelphia’s arts and culture community, DRWC focused the mission of Cherry Street Pier on supporting, spotlighting, and creating access to the arts, from doll making to orchestral composition to literature. The Market area is home to a thriving Artist and Artisan market program featuring some of the region’s talented makers. In addition, the space is used for larger community and arts festivals. In addition to the dozens of arts & culture partners using the Pier, some of Philadelphia’s most intriguing artists, creatives, and nonprofits call Cherry Street Pier home. Working out of re-purposed shipping containers, our Artists-in-Residence program gives the public access to their creative process and product while collaborating to enhance their work.



Goals/Objectives

DRWC is seeking proposals from restaurateurs or restaurant groups to lease space and operate a high-quality food and/or alcoholic beverage operation within the Cherry Street Pier outdoor Garden area. The dining experience should reflect the vision and values of the Pier:

- Provide a destination anchor food and/or alcoholic beverage service in the outdoor garden area on a year-round basis to serve members of the public visiting Cherry Street Pier. Other areas of the pier will be considered for food and/or alcoholic beverage service depending on programming inside and or around Cherry Street Pier.
- Provide a vibrant and collaborative home for Philadelphia’s artists and entrepreneurs.
- Serve as a model for community partners and public space providers.

- Provide food and/or alcoholic beverage service at the Cherry Street Pier between March 2023 and February 2024.
- Provide service to meet or exceed the needs and expectations of the City, park patrons and the neighboring community;
- Minimize wait times for both food and/or alcoholic beverage.
- Maximize patron experience through high-quality and uniquely featured menu items, quality of service, and an attractive ambiance;
- Provide professional service at reasonable, market prices.
- Assess, install and provide on-going maintenance and equipment, such as necessary furnishings and equipment, to create an attractive and inviting Concession;
- Establish and increase a strong customer base at the restaurant through the use of marketing and advertising tools and outreach to the City and community;
- Work with the DRWC to develop the appropriate concessions for Cherry Street Pier for all seasons as well as special venue events.
- Implement, maintain and enforce all safety rules and regulations related to this Concession and COVID 19 guidelines.

Therefore, RFP submissions should reflect how the vendor will:

- Provide a concept with a distinctive experience that will cater to local residents and visitors
- Draw new and diverse audiences to the Delaware River Waterfront. Foster collaboration with artists, local food vendors, local spirits and breweries to create unique food offerings.
- Participate in and help to create events that are indicative of the local Philadelphia art scene and culinary arts.

Requirements

DRWC hopes to capture the diversity of Philadelphia's local fare and have a unique offering of menu items. The organization is seeking responses from companies or individuals with a solid background in the food service business to oversee operations, including health department and other food/beverage related agency interface. Preference is given for proposals that emphasize quality products offered in an attractive, appealing manner that highlights the growing culinary arts scene in Philadelphia.

Applicants should be self-sufficient and are responsible for submitting and maintaining all permits required by Applicable Law to operate a food service location, and any fees associated with them. Supply any necessary equipment to prepare, serve and sell their food that is unique to their products, maintain a sufficient inventory to meet expected demands for food and beverage products, staffing of their food service locations including hiring, training, supervising and discipline.

DRWC will provide one 8' x 40' beverage serving location. DRWC can provide power, limited storage. Applicant to supply cooking location(s), and ancillary beverage serving location(s).

Applicant must apply for and adhere to all City of Philadelphia Office of Food Protection permits, procedures, regulations and COVID-19 guidelines.

Penn's Landing LLC is the holder of a PLCB Liquor License and Licensee, desires that a Management Company provide management services for the operation of the sales of alcoholic beverages and/or food services.

Timeline

Request Released on 02/07/2023

Submit questions to jlai@drwc.org by 02/22/2023

Proposals due by 03/01/2023, 5:00PM Eastern Standard Time.

Company Selected mid/late March 2023

Concession program to commence on March 2023/April 2023

Submittal Requirements

When submitting the proposal please include the following information:

Restaurant Concept

1. Menu: Include a copy of the proposed menu and pricing. Indicate items that will likely integrate locally sourced foods and partnerships.
2. Proposed Revenue-sharing Payment.
3. Marketing: Describe a marketing plan that highlights how you will maximize patronage and measure results.
4. Include one example in which you collaborated with another local food or beverage establishments

Proposer Background

1. The number of years in business
2. Experience in seasonal/event food operations
3. Photographs or graphics of other managed/operated/owned locations that demonstrate the uniformity and quality of operations, including staff uniforms, equipment, signage, and menu boards, etc.
4. List 4 references
5. Profile and Company history
6. Minority Women Enterprise / Minority Business Enterprise Participation
7. Confirm that you are not currently indebted to the City of Philadelphia for or on account of any taxes (including, but not limited to, taxes collected by City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement of payment plan satisfactory to City has been established. Tax clearance documentation will be required upon request.
8. Administrative Forms: The following forms, found on the DRWC website RFP page, must be filled out and submitted by all individuals and/or firms, including sub-consultants:
 - a. DRWC Conflict of Interest Form

Insurance Requirements

Proposer if awarded shall be required to maintain commercial general liability insurance, including contractual liability insuring the indemnification provisions, against claims for personal injury, including bodily injury, death and property damage in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, and Five Million Dollars (\$5,000,000.00) annual aggregate per location, with such commercially reasonable increases as DRWC may request from time to time in writing.

Automobile insurance covering any vehicles brought onto DRWC Facility in at least the minimum amount required under the laws of the Commonwealth of Pennsylvania, and such other insurance in forms and amounts as reasonably may be required by DRWC from time to time in writing.

Each policy of insurance required to be maintained shall be issued by insurance companies, qualified to do business in the Commonwealth of Pennsylvania, having a rating of A/VIII or better under the then current edition of Best's Insurance Reports, published by A.M. Best Co., and otherwise reasonably acceptable to DRWC provide that such policy shall not be changed, canceled or expire without at least thirty (30) days prior written notice to DRWC and otherwise be reasonably acceptable to DRWC. Named insureds required but not limited to are, Delaware River Waterfront Corporation, Penn's Landing LLC., State of Pennsylvania, City of Philadelphia, Redevelopment Authority of the City of Philadelphia, as additional insureds.

Proposals should be sent to Jackie Lai, Director of Parks and Attractions, Delaware River Waterfront Corporation by 03/01/2023 by 5:00 P.M. EST. Large files can be sent via Dropbox to jlai@drwc.org.

Proposed Base Rent, Desired Lease Term and Tenant Improvements

1. A revenue-sharing fee is paid weekly by the Concessionaire to DRWC
2. The Minimum Acceptable percentage for this RFP is Twenty (20%) of gross receipts for all food and beverage sold annually.
3. DRWC is looking for a one-year lease term, with a possibility for a one-year extension to the lease term at the sole discretion of DRWC.
4. Provide a list of necessary cooking and serving equipment for the proposed operation.

Selection Process

DRWC staff will serve as a vetting committee. DRWC will consider how each application aligns with the mission of the organization and the new Cherry Street Pier. In addition, the organization will be reviewing the completeness, clarity, focus, conciseness and accuracy of the proposals. It will also consider the relevance of experience, resources, references, quality and diversity of expertise and any additional information provided as well as fees.

After review of the written proposals, DRWC may invite some applicants to make an oral presentation to the DRWC staff.

The staff of DRWC will finalize the scope of work and execute a contract, in a form satisfactory to the DRWC. DRWC reserves the right to reject any or all proposals received in response to this request.

DRWC encourages the response and inclusion of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in its contracts. The goal of DRWC is to ensure that all businesses desiring to do business with DRWC have an equal opportunity to compete by creating access to DRWC's contract opportunities by M/W/DSBEs and meaningfully increasing opportunities for the participation by M/W/DSBEs in DRWC's contracts at all tiers of contracting.

Respondents to this RFP should provide a description of any efforts it has made within its company and proposal which will help DRWC achieve these goals. These efforts may include, but are not limited to the following: 1) a description of respondents written diversity program identifying the race, gender and ethnic composition of its board of directors; 2) its employment profile; 3) a list of all M/W/DSBE vendors that the respondent does business with and a statement of the geographic area(s) where its services are most concentrated; and 4) a description of respondents efforts to maintain a diverse workforce, to maintain a diverse board of directors or administer a fair and effective M/W/DSBE contracting process.

RESERVATION OF RIGHTS AND SELECTION CRITERIA

Reservation of Rights

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any proposals if, in the DRWC's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the DRWC's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the DRWC's best interest to do so;
- (d) To reject the proposal of any respondent that, in the DRWC's sole judgment, has been delinquent or unfaithful in the performance of any contract with the DRWC or with others, is financially or technically incapable or is otherwise not a responsible respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any proposal which, in the DRWC's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the DRWC, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the DRWC's sole judgment, material to the proposal;
- (g) To permit or reject at the DRWC's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- (h) To request that some or all of the respondents modify proposals based upon the DRWC's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by the respondent;

- (j) To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each respondent as the DRWC, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the respondent's qualifications.

1.1.1 Contract Negotiation and Award

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

The DRWC reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the DRWC may require, at any time prior to execution of a final contract. The DRWC may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, the DRWC shall not be obligated to inform other respondents of the changes, or to permit them to revise their proposals in light thereof, unless the DRWC, in its sole discretion, determines that doing so is in the DRWC's best interest.

In the event negotiations with any respondent(s) are not satisfactory to the DRWC, the DRWC reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the DRWC from the successful proposal or the contract resulting from it. The DRWC reserves the right not to enter into any contract with any respondent, with or without re-issue of the RFP, if the DRWC determines that such is in the DRWC's best interest.

1.1.2 Proposal Evaluation

Proposals that the DRWC determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the DRWC. The DRWC, in its sole discretion, may require any respondent to make one or more presentations of its proposal to the selection committee, in DRWC offices, at no cost to the DRWC, addressing its ability to satisfy the requirements of this RFP. The DRWC shall not be required, however, to permit any respondent to make such a demonstration.

Cost to the DRWC is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The DRWC may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified respondent submitting the highest price. The contract will be awarded to the respondent whose proposal the DRWC determines, in its sole discretion, is the most advantageous to the DRWC and in the DRWC's best interest.

The DRWC, in its sole discretion, may, but shall not be required to, reject without further consideration the proposal of any respondent that has not demonstrated, in the DRWC's sole judgment, that it satisfies the qualifications criteria provided in the RFP. The DRWC reserves the right, in its sole discretion and without notice to respondents, to modify this evaluation procedure as it may deem to be in the DRWC's interest.

Evaluation factors to be considered by the DRWC include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its proposal and determined by any other investigations conducted or information obtained by the DRWC;
- (c) References provided by the respondent, particularly from projects of similar complexity and scope;
- (d) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (e) Superior ability or capacity to meet particular requirements of contract and needs of the DRWC and those it serves
- (f) Superior prior experience of Applicant and staff
- (g) Superior quality, efficiency and fitness of proposed solution for the DRWC
- (h) Superior skill and reputation, including timeliness and demonstrable results
- (i) Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
- (j) Administrative and operational efficiency, requiring less DRWC oversight and administration
- (k) Anticipated long-term effectiveness
- (l) Meets qualification/prequalification requirements as set forth in this RFP
- (m) inclusion of M/W/DSBE participation as prime contractors, subcontractors, joint venture partners and employees in respondent's proposal;
- (n) Any other factors the DRWC considers relevant to the evaluation of the proposal.

Appendix -A

Confidentiality and Public Disclosure

The successful applicant shall treat all information obtained from DRWC which is not generally available to the public as confidential and proprietary to DRWC. The successful applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful applicant agrees to indemnify and hold harmless DRWC, their officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful applicant or any person acquiring such information, directly or indirectly, from the successful applicant or through this RFP process.

By submission of a proposal, applicants acknowledge and agree that DRWC is subject to state and local disclosure laws and, as such, are legally obligated to disclose public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, DRWC's legal obligations shall not be limited or expanded in any way by an applicant's assertion of confidentiality and/or proprietary data.

Prime Provider/Contractor Responsibility

The selected applicant will be required to assume responsibility for all services described in their proposals whether or not they provide the services directly. DRWC will consider the selected applicant as the sole point of contact with regard to contractual matters.

Disclosure of Proposal Contents

Subject to the public disclosure requirements stated above, cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors. All material submitted as part of the RFP process becomes the property of DRWC and will only be returned at DRWC's option. Proposals submitted to DRWC may be reviewed and evaluated by any person other than competing vendors. DRWC retains the right to use any/all ideas presented in any reply to this RFP. Selection or rejection of a proposal does not affect this right.

Non-Discrimination

The successful vendor, as a condition of accepting and executing a contract with DRWC through this RFP, agree to comply with all relevant sections of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, Section 504 of the Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act, hereby assuring that:

The provider agency does not and will not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, handicap or disability in providing services, programs or employment or in its relationship with other provider contractors.

Miscellaneous

DRWC reaffirm their right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest.

The successful applicant selected will perform a variety of duties as agreed upon in the final negotiated contract. The selected applicant and DRWC will finalize the contract terms and conditions. If DRWC and



the selected applicant are unable to agree on terms and conditions, DRWC may exercise its right to negotiate with other eligible vendors.