Procurement Department, City of Philadelphia. Proposals will be received at the Municipal Services Building, 1401 John F. Kennedy Boulevard, Room 170A, on or before **MONDAY, MAY 2, 2011 at 10:30 AM** for the City of Philadelphia Fairmount Park & Recreation Department, **RFP C-103-11 Concession for the Management and Operation of Bicycle Rental Stations in the Fairmount Park System**. Copies of the Proposal document can be obtained by contacting the Procurement Department Public Information Unit at 215-686-4720, and on the web at www.phila.gov. Mandatory Pre-Proposal Meeting & Tour will be held at 2:00 PM on March 28, 2011, at 1515 Arch St, 18th Fl, Phila, PA 19102.

REQUEST FOR PROPOSALS #C-103-11

For the Operation and Management Of Bicycle Rental Stations in the Fairmount Park System

---

Issued By:

The City of Philadelphia

Department of Parks and Recreation
Michael DiBerardinis, Commissioner

&

Procurement Department
Hugh Ortman, Commissioner

MANDATORY PRE-PROPOSAL MEETING & TOUR:
MARCH 28, 2011, 2:00 P.M.
1515 ARCH STREET, 18TH FLOOR, PLANNING COMMISSION MEETING ROOM
PHILADELPHIA, PA 19102

SEALED PROPOSALS WILL BE RECEIVED UNTIL MAY 2, 2011
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")
AT
MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A,
PHILADELPHIA, PA 19102
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS

Questions regarding this Request for Proposals must be submitted in writing before
April 4, 2011 at 5:00 P.M. local time ("**Deadline for Questions**")
and directed to
Marc Wilken, Park Concessions Manager
Department of Parks and Recreation,
One Parkway Building – 10th Floor, 1515 Arch Street, Philadelphia, PA 19102
or by e-mail at Marc.Wilken@phila.gov or by fax to 215-683-0205

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SECTION 1 – GENERAL INFORMATION

1.1 Purpose of this Request for Proposals

This Request for Proposals ("**RFP**") is being issued by the City of Philadelphia (the "**City**"). The City is requesting Proposals from all individuals and firms that would like to manage and operate two or three bicycle rental stations (together, the "**Facilities**") in the Fairmount Park System and to operate a bicycle rental program ("**Rental Program**") from those Facilities. The City wants to start a bicycle rental program at two or three initial locations, near important City attractions, amenities, and bicycle trail connections, that will lead towards a comprehensive citywide bicycle rental system, phasing in additional rental locations and services during the term of the concession agreement.

1.2 Respondents to this RFP; the Concession Agreement and Concessionaire

Each firm or individual that submits a proposal in response to this RFP (a "**Proposal**") will be considered a "**Respondent**." The City intends to enter into negotiations for a written contract (the "**Concession Agreement**") with the Respondent who meets the City's objectives and selection criteria set forth in this RFP. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the "**Concessionaire**" under the Concession Agreement. The Concession Agreement will give the Concessionaire an exclusive right (the "**License**" or "**Concession**") to operate and manage the Facilities on City-owned land (each a "**Licensed Space**"; together, the "**Licensed Spaces**") and to exercise the rights and perform the duties described in this RFP and the Concession Agreement.

1.3 Proposed Concession Summary

The Concessionaire will have complete responsibility for management and operation of the Facilities and Rental Program. The responsibilities of the Concessionaire will include, but are not limited to, those set forth in this RFP in Section 3 and Section 6 and those set forth in the Concession Agreement. In consideration of the License granted to the Concessionaire under the Concession Agreement, the Concessionaire shall pay the City a concession fee as explained below in Section 3.22 and Section 5.8 of this RFP. As more fully explained below, each Respondent's Proposal must describe, at a minimum, the management and operating practices, personnel requirements and reporting procedures that it would employ in managing and operating the Facilities and Rental Program. The Respondent's Proposal must also include the Respondent's plan to market the Facilities and Rental Program and enhance the Facilities' and Rental Program's revenue opportunities.

1.4 Respondent Qualifications

As more fully detailed below, each Respondent must demonstrate substantial

experience in managing and operating bicycle rental locations and rental programs and the financial capacity to operate and manage the Facilities and Rental Program at the highest level of efficiency, customer satisfaction, and safety.

1.5 Mandatory Pre-Proposal Meeting and Tour of the Bicycle Rental Locations

1.5.1 A "**Mandatory Pre-Proposal Meeting and Tour**" will be held on the date and time, and at the location, stated on the cover page of this RFP. The purpose of the Mandatory Pre-Proposal Meeting and Tour is to review the requirements contained in this RFP and receive questions that potential Respondents may have. All potential Respondents are required to RSVP to the Project Manager (defined in Section 1.6 below) regarding their attendance at the Pre-Proposal Meeting.

1.5.2 As part of the Mandatory Pre-Proposal Meeting and Tour, City staff will conduct a tour of the potential bicycle rental locations described in Section 2.3 of this RFP.

1.5.3 The City will not consider the Proposal of any Respondent that did not attend the Mandatory Pre-Proposal Meeting and Tour.

1.6 Project Manager; Questions about this RFP

1.6.1 The "**Project Manager**" for this RFP is Marc Wilken, Park Concessions Manager, Department of Parks and Recreation. The Project Manager can be reached by the following means:

Email: marc.wilken@phila.gov
Fax: 215-683-0232
Mail: One Parkway Building – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

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

1.6.3 The City will answer all questions asked at the Pre-Proposal Meeting or timely submitted to the City in writing, and which the City in its sole discretion determines concern a material element of the proposal process or Concession Agreement. The City will provide its answers in writing by an addendum to this RFP prior to the Deadline for Submitting Proposals;

and the City will post its answers on the following website: http://www.phila.gov/rfp/. The City is not bound by any oral response made by any City employee to any questions.

1.6.4 The addenda issued by the City are the City's only official method for communicating information to all potential Respondents. Respondents should check http://www.phila.gov/rfp/ before submitting a Proposal to verify that they have reviewed all the addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

1.7 Review Entire RFP Carefully; RFP Will Be Part of Concession Agreement

All Respondents are encouraged to carefully read this entire RFP and its attachments before the Pre-Proposal Meeting and before submitting a Proposal. This RFP will become part of the Concession Agreement.

1.8 No Obligation on City to Execute a Concession Agreement

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

1.9 Modifications; Late Proposals

Until the Deadline for Submitting Proposals, a Respondent may submit a modified Proposal to replace all or any portion of a Proposal the Respondent submitted previously. The City will only consider the latest version of a Respondent's Proposal. The City will not consider or evaluate late Proposals and late modifications. A Respondent may withdraw its Proposal from consideration at any time before the Deadline for Submitting Proposals. To withdraw a Proposal, the Respondent must provide written notification to the Project Manager by e-mail, fax, or letter at the address for the Project Manager provided in Section 1.6.1.

1.10 Public Disclosure

This RFP, each Proposal, the Concession Agreement, and the written documents and communication related to them, may be subject to public disclosure under law, except as provided in Section 5.12 of this RFP.

1.11 Information and Data in this RFP Not Warranted

The City has provided information and data in this RFP to help potential Respondents understand the proposed Facilities and Rental Program, the purpose

of this RFP and the Concession Agreement, and to help each Resp ondent prepare a Proposal. The City believes the information and data in this RFP are reliable, but the City does not represent or warrant that the information or data is accurate. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about the Facilities or Rental Program, this RFP, the Concession Agreement, or their Proposal.

1.12 Provisions of RFP Become Part of Concession Agreement

The contractual provisions set forth in Section 3 and Section 6 and related Appendices of this RFP will not be negotiated or modified, unless modified in writing by the City, in its sole discretion, before the Deadline for Submitting Proposals. If a Respondent is selected as the Concessionaire, the provisions of Section 3 and Section 6 of this RFP and their corresponding Appendices will bind the Respondent as the Concessionaire. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provi sions of Section 3 Section 6 of this RFP and their corresponding Appendices because they will become obligations of the Concessionaire under the Concession Agreement.

SECTION 2 – BACKGROUND; BICYCLE INFRASTRUCTURE; AND BICYCLE RENTAL LOCATIONS

2.1 Background

2.1.1 Bicycling Community in Philadelphia

Over the last twenty years, Philadelphia has developed into a robust bicycling city with an active cycling community. Bicycling has become an important, alternative mode of transportation in the City, with commuting by bicycle increasing by 76% from 1990 to 2006.[1] Additionally, bicycling has become a leading recreational activity, highlighted by the annual Bike Philly tour and other major events and programs related to cycling in the City. Philadelphia is also home to one of the nation's leading bicycle advocacy organizations, the Bicycle Coalition of Greater Philadelphia (the "**Bicycle Coalition**"), which has played an important role in fostering the continued growth of Philadelphia's bicycling culture . Overall, bicycling in Philadelphia has cemented itself as a way of living, commuting and being active.

[1] The increase reflects an additional 5,000 bicycle commuters over a 16 year span, totaling 12,500 commuters by 2006. Please see the following website for more information: http://www.bicyclecoalition.org/files/Philadelphia%20Bike%20Facts%202008_Final_8_05_08.pdf

2.1.2 Bicycle Rental Program in Fairmount Park

2.1.2.1 The City intends to build on the burgeoning bicycle movement in Philadelphia by implementing a bicycle rental program that encourages additional bicycle riding by tourists and residents, and by enhancing the bicycle rental opportunities in the Fairmount Park System. Previously, the Department of Parks and Recreation offered bicycle rentals from a single location that was adjacent to Lloyd Hall, a recreation center situated at Boathouse Row along the Schuylkill River and Kelly Drive, which had limited success. The City believes that with additional marketing, promotion, hours of operation, and rental locations, the Concession can achieve greater success.

2.1.2.2 Specifically, the City hopes to build critical mass of bicycle rental opportunities at two prime locations, the Art Museum – Boathouse Row area and downtown Center City, which are each close to existing amenities, attractions, and bicycle lanes or paths. Additionally, the City believes there is an opportunity to enhance the bicycle rental program by phasing in additional locations and services over the course of the Concession Agreement. Potential future locations are listed below. Additional concession services could possibly include segways rentals and bicycle share services. The City hopes the Concessionaire would be able to open and operate new facilities and the Rental Program at some or all of the listed locations below, and to offer additional concession services, but the City does not guarantee that the Concessionaire will be permitted or able to do so:

A. Schuylkill Banks
B. Wissahickon Valley Park
C. Centennial District

2.2 Philadelphia's Bicycle Infrastructure

The City is committed to improving the bicycle infrastructure in Philadelphia. The City is also committed to encouraging and accommodating bicycling as a safe, enjoyable, healthful, and sustainable form of transportation and recreation. Over the past several years, the City, in partnership with the bicycling community, took significant strides in boosting resources for cyclists, including installing new and improved bicycle lanes, expanding bicycle parking facilities, and conducting safety and education campaigns. The City hired a full time pedestrian and bicycle coordinator and launched a new pedestrian and bicycle plan. Also, Mayor Nutter issued a citywide Complete Streets order which mandates that future street planning, design, construction, and operation consider

all users, including bicyclists.[2] Cycling in Philadelphia doubled from 2005—2008. In 2008, Philadelphia had the most bicyclists per capita of the nation's most populated cities.[3] In 2009, the City received a Bronze Bicycle Friendly Community Award from the League of American Bicyclists, raising Philadelphia's profile as one of the most bicycle-friendly cities in the nation.

2.2.1 Bicycle Trails

2.2.1.1 Philadelphia has numerous paved trails that are suitable for biking, including trails in parks like the Pennypack, Wissahickon, Cobbs Creek, and Schuylkill River Park, as well as miles of off-road trails, such as Forbidden Drive.

2.2.1.2 City officials are working to establish new trails throughout the City, including the North and Central Delaware Waterfront trails and extensions to existing trails.

2.2.1.3 In 2010, the City received a $17.2 million federal Transportation Investment Generating Economic Recovery ("**TIGER**") grant. Funds from the TIGER grant will partially pay for construction of seven different bicycle and pedestrian trail projects along the Schuylkill River Trail and East Coast Greenway. Those projects have an estimated completion date of mid 2012:

1. A pedestrian bridge from Schuylkill Banks to Schuylkill River Park at 25th and Spruce Streets over CSX railroad tracks.

2. The Walnut Street Gateway, which will enhance the Walnut Street Bridge for bicyclists and pedestrians.

3. A boardwalk from Locust Street to South Street along the Schuylkill River that will extend the Schuylkill River Trail from Locust Street to the South Street Bridge.

4. Bartram's Garden Trail, which will create a new bicycle and pedestrian path at 54th Street and Lindbergh Avenue.

5. The 58th Street Greenway that will include a combination of on-road and off-road trails to connect Bartram's Garden to the Cobbs Creek Bikeway.

6. Shawmont to Port Royal Avenue trail that will connect the Manayunk Canal portion of the Schuylkill River Trail to the Montgomery County line.

[2] http://cityofphiladelphia.wordpress.com/2009/06/04/philadelphia-receives-bicycle-friendly-city-award-mayor-nutter-establishes-%E2%80%98complete-streets%E2%80%99-policy/
[3] http://bikephl.bicyclecoalition.org/2009/10/philadelphia-has-most-bicycle-commuters.html

7. The Port Richmond Trail from Allegheny Avenue to the Betsy Ross Bridge, which will include an off-road greenway.

2.2.1.4 Partnerships with the Bicycle Coalition, the "Complete the Trail" campaign, the Pennsylvania Environmental Council, and the five counties surrounding Philadelphia were major contributors to the City's successful application for the TIGER grant funds. The City's investment in the trail system greatly improves Philadelphia's bicycle trail and path network and connects City bicycle routes with bicycle routes in the greater Philadelphia metropolitan region and beyond.

2.2.2 Bicycle Lanes: Philadelphia's Plans to Extend the Bicycle Lane Network

2.2.2.1 Philadelphia completed its first Bicycle Network Plan in 2000. By 2008 over 200 miles of bike lanes were put in place on City streets. The bicycle network plan is currently being updated. Phase 1 of the update was adopted in November 2010 by the City Planning Commission as part of the new Philadelphia Pedestrian and Bicycle Plan ("**Pedestrian and Bicycle Plan**").

2.2.2.2 The Pedestrian and Bicycle Plan aims to provide more interconnections in the City's bicycle lane network and to close gaps in the network, particularly in portions of the City where the bicycle lane system is the least complete: Center City, North Philadelphia, South Philadelphia, and Northwest Philadelphia. The recently created Spruce and Pine Street bicycle lanes connect the Schuylkill and Delaware rivers and make east-west bicycle travel through Center City easy and convenient. That project demonstrated the success of converting car lanes into bicycle lanes in highly congested areas and ultimately created a precedent for future bicycle lane projects in the City. For additional information about the Pedestrian and Bicycle Plan, please visit http://www.tooledesign.com/philadelphia/

2.2.3 Bicycle Parking

By 2008, the City installed approximately 1,200 bicycle racks to begin addressing the bicycle parking shortage in Philadelphia. Over the last few years, more than 1,400 more racks were added with the Adopt-a-Rack program. In the spring of 2009, Philadelphia implemented one of the early recommendations of the Pedestrian and Bicycle Plan: an ordinance that would require the provision of bicycle parking with most new development projects. In 2010, the City joined with the Philadelphia Parking Authority and the Bicycle Coalition to convert 1,600 parking meter poles into bicycle racks. The new Philadelphia Pedestrian and

Bicycle Plan continues the City's goals to address bicycle parking shortages in targeted areas.

2.2.4 Bicycle Safety Programs

2.2.4.1 In 2009, the City and the Bicycle Coalition created the Bicycle Ambassadors Program, which is dedicated to the safety and education of bicyclists. Bicycle Ambassadors worked in the neighborhoods of Center City, University City and the Fairmount Park System to encourage bicyclists to ride more often and ride more safely, to educate motorists on the rules of the road, and to provide tips for sharing the road and for bicycle lane and bicycle path etiquette. In 2010, the Bicycle Coalition began operating Safe Routes Philly, a program of pedestrian and bicycle safety education for 2nd and 5th graders, which is funded as part of a grant from the Centers for Disease Control.

2.2.4.2 Unfortunately the Bicycle Ambassadors Program will not be available in 2011 due to lack of funding, but the City and the Bicycle Coalition hope to reinstitute the program at a later date.

2.3 Licensed Space and Bicycle Rental Stations; Construction in John F. Kennedy Plaza and Suspension of Rental Station; Previous Bicycle Rental Operations

The City is seeking a Concessionaire for the operation and management of two bicycle rental stations or, at the Concessionaire's option, three bicycle rental stations. Each rental station location would be part of the Licensed Space. As more fully explained below in Section 2.3.1.6, the City plans to undertake significant construction at one possible location of a bicycle rental station in Center City Philadelphia. Therefore, the City is willing to permit the Concessionaire to choose between bicycle rental locations in Center City. The proposed bicycle rental locations are:

1. **Center City:**

   A. John F. Kennedy Plaza (LOVE Park) – *or* – Three Parkway Plaza

   – *or* –

   B. both John F. Kennedy Plaza *and* Three Parkway Plaza;

and,

2. **Fairmount Park:** Lloyd Hall.

The City intends to undertake significant construction in John F. Kennedy Plaza, as more fully explained below in Section 2.3.1.6 of this RFP. The construction would likely take many months. The Concessionaire may choose to locate the Center City rental location at Three Parkway Plaza, across the intersection from John F. Kennedy Plaza, either (1) permanently instead of the John F. Kennedy Plaza, or (2) permanently along with a rental location in John F. Kennedy Plaza. In either event, **if the Concessionaire chooses to operate a bicycle rental location in John F. Kennedy Plaza, that location will have to be suspended for some or all the time of the construction in John F. Kennedy Plaza.** A description of the Three Parkway Plaza site is provided below in Section 2.3.2.

2.3.1 John F. Kennedy Plaza

2.3.1.1 Location and Access

John F. Kennedy Plaza ("**JFK Plaza**"), commonly called "Love Park" after Robert Indiana's famous LOVE sculpture in the plaza, is located in Center City Philadelphia. It is bordered by 15th street, 16th street, Arch Street and John F. Kennedy Boulevard. Access to JFK Plaza is provided by the orange and blue subway lines and the green trolley line at several access points near the plaza, by regional rail lines across from JFK Plaza at Suburban Station, and by major bus stops in the immediate vicinity of the plaza. Additionally, the Philadelphia Trolley Works, a major tourist trolley bus system, and Phlash, a seasonal tourist shuttle, have stops at JFK Plaza.

2.3.1.2 Setting

JFK Plaza is one of the most popular parks in Philadelphia. The plaza is at the center of major tourist and transportation hubs. Tourists come to the plaza to see the iconic LOVE sculpture and the picturesque view of City Hall, the vista down Benjamin Franklin Parkway, and the Philadelphia Museum of Art. JFK Plaza is one block from the Pennsylvania Convention Center, and convention visitors also come to the plaza. JFK Plaza is also in the heart of Philadelphia's commercial district and many of the City's local government institutions. Consequently, workers from those businesses and institutions come to the plaza daily for leisure and dining activities. Please see **Appendix 1** for photos of JFK Plaza.

2.3.1.3 Amenities

Tourists and pedestrians are welcomed at the Fairmount Park

Welcome Center. The Welcome Center is operated in partnership with representatives from the Independence Visitor Center, which is the official visitor center for the greater Philadelphia region. The Welcome Center provides information about the Fairmount Park System and tourist sites around Philadelphia, public events, and services in the park and City. Numerous restaurants, cafes, and food vending carts are in the area surrounding JFK Plaza. Together, they offer diverse breakfast, lunch and dinner options.

2.3.1.4 Bicycle Rental Station Space and Storage

Space for the JFK Plaza bicycle rental station, including storage space, is described in **Appendix 2** of this RFP. The areas highlighted in yellow in **Appendix 2** reflect space where non-permanent structures may be located to manage customer sales and to showcase bicycles. The City may, in its discretion, provide a space inside the Welcome Center for the Concessionaire as an alternative transaction station.

Storage space, including overnight storage, is only permitted in the areas highlighted in red in **Appendix 2**, which indicates space below the tiered deck of the Welcome Center.

No structures, whether permanent or non-permanent, are permitted on JFK Plaza outside the areas highlighted in **Appendix 2**.

2.3.1.5 Parking

Below JFK Plaza is a four-story parking garage that is open 24 hours, seven days a week. Numerous additional parking garages and surface parking lots are located within walking distance of JFK Plaza.

2.3.1.6 JFK Plaza Construction; Temporary Relocation

1. JFK Plaza Construction

The City and the Philadelphia Parking Authority are planning to replace the roof deck of the underground parking garage below JFK Plaza and to redesign JFK Plaza itself. Construction may begin as early as summer 2012, although the start of construction is not yet certain. As currently planned, the project is expected to be completed within two years of ground breaking. At some point during the renovations, the

construction will require the closure of the Welcome Center for renovation, which will require that all activities in and around the Welcome Center be suspended, including the bicycle rental services under this RFP.

2. Temporary Relocation

The City will work with the Concessionaire to temporarily relocate the JFK Plaza bicycle rental activities to another location in the immediate vicinity. A potential bicycle station site is Three Parkway Plaza, which is described below in Section 2.3.2.

2.3.2 Three Parkway Plaza

As stated in Section 2.2 of this RFP, the Concessionaire may elect to relocate its bicycle rental station from JFK Plaza to Three Parkway Plaza during the City's construction at JFK Plaza, or the Concessionaire may elect to locate its Center City bicycle rental station at Three Parkway Plaza from the outset of the Concession Agreement and maintain it there for the Concession Agreement term.

2.3.2.1 Location and Access

Three Parkway Plaza (the "**Three Parkway**") is located directly across the intersection from JFK Plaza at the northwest corner of 16th Street and Benjamin Franklin Parkway. Access to Three Parkway is similar to the description provided above in Section 2.3.1.1 of this RFP.

2.3.2.2 Setting

Three Parkway is at the foot of the Benjamin Franklin Parkway, Philadelphia's Parkway Museum District and one of the premiere park and museum boulevards in the nation. Please see **Appendix 3** for photos of Three Parkway.

2.3.2.3 Amenities

A popular café, called Capriccio at Café Cret is located in Three Parkway. The café is operated under the terms of an agreement with the Center City District, which has licensed Three Parkway from the City. In addition to food and beverages, Capriccio at Café Cret offers informational signs and digital displays and materials that promote the Fairmount Park System and inform tourists about Center City and the Benjamin Franklin Parkway.

The remaining portions of Three Parkway include a mix of open, hard surface plaza, elevated landscaped spaces, and three sculptures.

2.3.2.4 Bicycle Rental Station Space

Space for a bicycle rental station at Three Parkway is identified in **Appendix 4** of this RFP. The yellow highlighted areas in **Appendix 4** reflect space for non-permanent structures to manage customer sales and showcase bicycles. Storage is not permitted at Three Parkway. Please see Section 3.7 for requirements concerning off-site storage.

2.3.2.5 Parking

There is no underground parking at Three Parkway, but otherwise parking opportunities around Three Parkway are similar to those described above in Section 2.3.1.5 for JFK Plaza.

2.3.2.6 Approvals for Three Parkway

Three Parkway is leased by the City to the Philadelphia Authority for Industrial Development, which in turn subleases it to the Center City District. The Center City District maintains Three Parkway, and entered into the agreement referenced above in Section 2.3.2.3 with Cappricio at Café Cret. The Center City District has already approved the concept of a bicycle rental station at Three Parkway and, in conjunction with the City, will be part of the review process for approving any proposed capital improvements at Three Parkway, including design plans and specifications.

2.3.2.7 Pending Parkway Projects

The following projects are scheduled to open or are planned for redesign along the Benjamin Franklin Parkway, with the goal of increasing visitation to the Benjamin Franklin Parkway:

- Holocaust Awareness Museum and Education Center, located across Benjamin Franklin Parkway from Three Parkway;
- Sister Cities Park, located across from the Cathedral Basilica of Saints Peter and Paul, one block from Three Parkway; and,
- Barnes Foundation Museum, scheduled to open in 2012.

2.3.3 Lloyd Hall

2.3.3.1 Location and Access

Lloyd Hall is #1 Boathouse Row on Kelly Drive at the east end of Boathouse Row and close to the Philadelphia Museum of Art, the Fairmount Water Works, the Azalea Garden, and several Fairmount Park historic mansions. Lloyd Hall is an active community recreation center, used by many local groups for league and free sports play and for community meetings.

2.3.3.2 Setting

Lloyd Hall is located in a popular park setting at the convergence of the Schuylkill River recreation trail connections that link the trail heads for Schuylkill Banks, Boathouse Row, Wissahickon Valley Park and Valley Forge. The Philadelphia Museum of Art alone attracts nearly 1 million visitors each year.[4] Please see **Appendix 5** for photos of Lloyd Hall.

2.3.3.3 Pedestrian and Bicycle Traffic

The City measures pedestrian and bicycle traffic in the vicinity of Lloyd Hall using a device installed on the recreation path along Kelly Drive near Lloyd Hall. The recorded level of traffic for a 12-month period – over 900,000 park users – is attached to this RFP at **Appendix 6.**

Please note that **Appendix 6** is provided for informational purposes only. The City does not guarantee that the same level of activities will take place in the Fairmount Park System in the future.

2.3.3.4 Bicycle Rental Station Space

Space for a bicycle rental station, including storage space, at Lloyd Hall is provided in **Appendix 7** of this RFP. The yellow highlighted areas in **Appendix 7** reflect space for non-permanent structures to manage customer sales and showcase bicycles. The Concessionaire may install a non-permanent storage structure for overnight storage in the red highlighted areas.

[4] See http://www.philamuseum.org/visit/

No storage is permitted in any space except the areas highlighted in red in **Appendix 7**.

2.3.3.5 Amenities

Starting in April 2011, the Lloyd Hall Café will be operated by a new concessionaire. Public restrooms are located in the front of Lloyd Hall for use by park and café patrons.

2.3.3.6 Parking

Adjacent to Lloyd Hall is a 110-space parking lot. Parking in the lot is free and available everyday from 6:00 A.M. to 10:00 P.M., with a two hour parking limit. Across Kelly Drive from Lloyd Hall is Sedgeley Drive, which provides additional, free on-street parking for park users without any time limit.

2.3.3.7 Landscape Improvements

The City intends to make improvements to the park in the vicinity of Lloyd Hall to make the park more attractive to park users. The proposed work will include restoration of the Italian Fountain and its adjoining landscape. As currently planned, the work would not disrupt bicycle rental operations at Lloyd Hall.

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

2.3.3.8 Prior Use as a Bicycle Rental Station

From 2006 to 2010, a bicycle rental station was operated at Lloyd Hall. The previous operator's hours of operation and rental price points for the 2010 season are provided below.

Hours of Operation:

Saturday: 10AM – 6PM (April – October)
Sunday: 10AM – 4PM (April – October)

Bicycle Rental Prices:

$10/hour or $50 for per day per person (rental prices included helmets and locks)

2.4 Licensed Space

The License given to the Concessionaire under the Concession Agreement to locate Facilities on the Licensed Space applies only to the areas outlined by a yellow border labeled "Operational Space" and/or a red border labeled "Storage Space" in the images provided in **Appendix 2, Appendix 4 and Appendix 7** of this RFP.

2.5 Bicycle Network Infrastructure in the Fairmount Park System

2.5.1 The bicycle rental locations listed in Section 2.3 of this RFP tie into a very popular bicycling corridor in the City of Philadelphia. Starting from the southeast end of the Benjamin Franklin Parkway, bicyclists can ride to any museum along the Benjamin Franklin Parkway, which include the Academy of Natural Sciences, the Franklin Institute, Rodin Museum, and the soon-to-be-opened Barnes Foundation Museum, and can conclude their ride at the Philadelphia Museum of Art, located at the northwest end of Benjamin Franklin Parkway.[5]

2.5.2 A bicyclist can then continue his or her tour to the Kelly Drive recreational trail and ride past many scenic areas and facilities, including the Azalea Garden, the Fairmount Park Water Works Interpretive Center, the Water Works Restaurant and the Fairmount Dam.

2.5.3 Further south, the recreational trail passes the Water Works South Garden, the Cliffside Paths, and gazebos and pavilions, and then leads into the Schuylkill Banks recreation path, which follows the Schuylkill River south to Locust Street.

2.5.4 West from the end of Benjamin Franklin Parkway, the Kelly Drive recreational trail passes Lloyd Hall, Boathouse Row, and the Fairmount and East Falls neighborhoods. The path also passes the Bathey House, a historic structure recently renovated and reopened as the Trolley Car Café.

[5] In 2010, the Bicycle Coalition assembled a bicycle tour guide specific to the Benjamin Franklin Parkway and Kelly Drive, including safety advice. For a copy of the tour guide please visit: http://www.parkwaymuseumsdistrictphiladelphia.org/SiteData/docs/Parkway_Bi/8caf3f38cf20b1a0/Parkway_Bike_Tour_August_2010.pdf

The Eastern State Penitentiary, the Laurel Hill Cemetery, and several historic mansions are also within biking distance of Kelly Drive.

2.5.5 Bicyclists can also connect to West Park from the Kelly Drive recreational trail at the north end of Schuylkill Banks, or via the Falls Road Bridge and Martin Luther King Jr. Drive. Bicyclists in West Park can visit the Philadelphia Zoo and many attractions in the historic Centennial District of Philadelphia, including the Please Touch Museum and Centennial Café (the only remaining structures from the 1876 Centennial Exhibition), the Japanese Shofuso House and Fairmount Park Horticulture Center, and the Smith Memorial and Whispering Wall. The Centennial District has a marked 5 kilometer trail loop that enables visitors to tour the entire district.

2.5.6 From April 1 through October 31 each year, Martin Luther King Jr. Drive ("**King Drive**") is closed to motor vehicle traffic on Saturdays and Sundays from 6:00 AM until 5:00 PM for recreational activities, including bicycling. The closing of King Drive to motor vehicle traffic on weekend days began in 1995, and the drive now attracts walkers, skaters, bicyclists and picnickers who enjoy this four-mile stretch of park along the Schuylkill River without interference of vehicles.

2.5.7 Bicyclists continuing past the end of Kelly Drive can venture into the Manayunk neighborhood and explore the Main Street dining and shopping scene. Going past Manayunk, they can connect with the Philadelphia–Valley Forge Trail along the Schuylkill River. The Philadelphia–Valley Forge Trail is 22 miles long and includes the Manayunk Canal Tow Path where riders can view old canal locks, ruins of the lock tender's house and sluice house, and old textile mills.

2.5.8 Alternatively, at the end of the Kelly Drive recreational trail, bicyclists can enter Wisshickon Valley Park by crossing Ridge Avenue and connecting to a trail that leads to Forbidden Drive. Forbidden Drive is an approximately eight-mile, unpaved but hard-packed trail through dense forest and along creeks and dams. It is famous as a refuge from the urban environment. Along Forbidden Drive are two dining establishments, the Valley Green Inn and the Cedars House Café. The drive also connects to many historic facilities, such as Rittenhousetown and Wissahickon's red covered bridge, the only covered bridge in any major city in the United States. Public restrooms and composting toilets are available on Forbidden Drive. In all, the route from Center City to the end of Forbidden Drive is approximately 20 miles.

2.5.9 Please see **Appendix 8** of this RFP for an overview of the bicycle network infrastructure in the Fairmount Park System as it relates to this RFP.

2.6 Trolley Car Café Bicycle Rental Station in Fairmount Park

2.6.1 The Fairmount Park System currently has an independent bicycle rental concession operating on parkland adjacent to the Trolley Car Café, also known as the Bathey House. The Trolley Car Café is operated under a lease agreement with the Fairmount Park Historic Preservation Trust. The concessionaire of the Trolley Car Café sublicensed the bicycle rental operation to a Philadelphia area bicycle rental operator. The Concessionaire under this RFP and the Concession Agreement may, at the City's and Trolley Car Café concessionaire's discretion, be offered the opportunity to communicate with representatives of the café concessionaire to establish an inter-company agreement to benefit all involved parties.

2.6.2 Below please find information regarding the bicycle rental concession at the Trolley Car Café:

Hours of Operation:

Saturday, Sunday: 9AM – 5PM (June – August)
Saturday, Sunday: 10AM – 5PM (May, September, October)

Prices:

Bicycle Rentals: $10/hour or $20 per day per person
Helmet: $5/hour or $10 per day per person
Lock: $5 per day per person

SECTION 3 – CONCESSION AGREEMENT: SPECIFIC PROVISIONS

3.1 Term of the Concession Agreement

3.1.1 The City understands that the Concessionaire may desire a long-term agreement. Subject to City Council's approval, the City intends to offer the Concessionaire a five-year term with a possible five-year renewal term.[6] Obtaining City Council's approval for a long-term agreement for this Concession could delay starting the Concession past spring or early summer of 2011. Therefore, the City will initially offer the Concession Agreement with a term of one year so the Concessionaire may begin operations immediately, together with three one-year renewal terms. Upon City Council's approval of a long-term Concession, the "Initial Term" of the Concession Agreement would convert to five years, retroactive to the start of the Concession. Please see Sections 3.1.2 and 3.1.3 below for additional information.

[6] Under the City of Philadelphia Home Rule Charter, Section 8-201, City Council approval is required for any concession agreement with a term greater than one year.

3.1.2 Initial Term

3.1.2.1 The "**Initial Term**" of the Concession Agreement starts on the Commencement Date under the Concession Agreement and expires at 5:00 p.m. the day before the 1st anniversary of the Commencement Date.

3.1.2.2 The City, in its sole discretion, may renew the Concession Agreement for up to three one-year periods (each one-year period a "**Renewal Term**"). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City's desire to renew the agreement ("**Renewal Notice**") at least 60 days before expiration of the Initial Term or then-current Renewal Term, as the case may be.

3.1.2.3 In the Concession Agreement and the RFP, "**Term**" means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and the RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the "**Concession Agreement Ending Date**."

3.1.3 Multi-Year Term

Despite Section 3.1.2 above, if City Council passes an ordinance that becomes law and which authorizes this Concession Agreement to have an Initial Term of five years and a Renewal Term of five years, then, upon the ordinance becoming law,

A. the Initial Term automatically converts to a five-year period that expires at 5:00 p.m. the day before the fifth anniversary of the Commencement Date,
B. the Renewal Term automatically converts to a five-year period, and
C. to renew the Concession Agreement, the City must provide a written Renewal Notice to the Concessionaire at least 60 days before expiration of the Initial Term.

3.2 Uses of the Facilities: Uses Required; Uses Permitted; Uses Prohibited

3.2.1 The License given by the City to the Concessionaire under the Concession Agreement applies only to the Licensed Space described in **Appendix 2, Appendix 4** and **Appendix 7** of this RFP.

3.2.2 The Concessionaire shall manage and operate all aspects of the Facilities and Rental Program, including but not limited to: bicycle rentals; sales; data tracking and reporting; marketing and advertising; staffing; and maintenance of the equipment and Facilities.

3.2.3 The Concessionaire may, in addition to the required bicycle rental services, offer the services listed below:

1. "Hop-on, hop-off" service that allows riders to rent a bicycle in one location and drop it off in another.
2. Bicycle tours.
3. Bicycle maintenance services for non-bicycle rental patrons.

3.2.4 The Concessionaire may also sell merchandise related to bicycling, including but not limited to water bottles, sweat bands, cycling jerseys, cycling gloves, sunscreen, cycling socks, bicycle tools and other bicycling gear.

3.2.5 The Concessionaire shall not prepare or sell any food or beverages at the Facilities.

3.2.6 The Concessionaire shall not sell or advertise alcohol or tobacco products at the Facilities. If the Concessionaire violates this Section 3.2.6, the City may immediately terminate the Concession Agreement and, as an administrative fee, retain Concessionaire's Security Deposit (the Security Deposit is described below in Section 3.23 of this RFP).

3.3 Operating Schedule

3.3.1 The Concessionaire must obtain the City's advance approval of the Concessionaire's days and hours of operation ("**Operating Schedule**"). Once the City and Concessionaire have agreed on an Operating Schedule, the Concessionaire shall not change the Operating Schedule without obtaining the City's prior written approval of the changes.

3.3.2 Despite the Operating Schedule, in the event of inclement weather, Concessionaire may open the Facilities later or close the Facilities earlier than the hours set forth in the Operating Schedule.

3.4 Personnel

3.4.1 Concessionaire shall employ, provide and train all personnel necessary and prudent for the safe, efficient, and successful management and operation of the Facilities and Rental Program.

3.4.2 Concessionaire shall cause its employees to conduct themselves at all times in a courteous and professional manner that reflects well upon the Fairmount Park System, the Department of Parks and Recreation, and the City. Concessionaire shall train and supervise its employees and cause them to be well-groomed and neat. Concessionaire shall cause its employees to be outfitted in appropriate attire which clearly identifies them as Concessionaire's employees. The City may, in its sole reasonable discretion, require that the Concessionaire remove and replace any employee that does not meet the requirements of this Section 3.4.2.

3.4.3 The Concessionaire shall confer with Department of Parks and Recreation officials to familiarize Concessionaire and its employees with attractions and cycling opportunities in the Fairmount Park System and the City generally.

3.5 Road Closures in the Fairmount Park System for Special Events

Concessionaire's access to the Facilities, the Rental Program, and bicycle routes for bicycle rental customers, may be altered or suspended from time to time by road closures. In some instances, road closures may be due to special events in the Fairmount Park System. Links to lists of 2010 special events for which the City has closed certain roads in the Fairmount Park System, or roads that provide access to the Fairmount Park System, including Martin Luther King Jr. Drive, Kelly Drive, and the Benjamin Franklin Parkway, can be found on the following website: http://www.fairmountpark.org/mlk_closure.asp. The website will be updated in the future to reflect 2011 special events.

3.6 Temporary Relocation and Suspension of Operations

From time to time special events occur in Philadelphia on unique occasions. Past events of this nature include visits by dignitaries, political rallies, and celebrations of sporting events ("**Unique Public Events**"). In those instances, the City has needed to temporarily close access to major roadways or areas of the City and Fairmount Park for the sake of event set up and break down, traffic control, public safety, or other municipal reasons. Therefore, the City may temporarily relocate or suspend operations of the Concessionaire for Unique Public Events. The Concessionaire shall cooperate with the City in good faith during, before and after Unique Public Events to help the City ensure successful, safe management of the events.

3.7 Storage

The City does not represent or warrant that there is adequate storage space at any of the Licensed Spaces. The Concessionaire, at its sole cost, shall arrange for any additional storage space it requires for its operations under the Concession Agreement, whether through the placement of storage containers at the Licensed Spaces or acquiring storage space away from the Licensed Spaces. The Concessionaire's placement of any storage containers or any other structures at the Licensed Spaces is subject to the City's prior written approval.

3.8 Equipment for Bicycle Rental Locations and Rental Program; Maintenance and Repair

3.8.1 The Concessionaire shall, at its sole cost and expense, install and provide at the Licensed Spaces all equipment, material, and supplies necessary for

the safe, efficient and successful management and operation of the Facilities and Rental Program. Without limiting the application of the preceding sentence, Concessionaire shall, at its sole cost and expense, provide all bicycles, helmets, maps, tools, bicycle adjustment and repair supplies, and bicycle locks needed at each rental location.

3.8.2 Concessionaire shall not make capital improvements or alterations to or on the Licensed Spaces, or install fixtures in or on the Licensed Spaces, without the prior written approval of the City. Subject to the preceding sentence, not later than the Concession Agreement Ending Date, the Concessionaire shall remove all fixtures, equipment, and supplies that the Concessionaire has installed or placed in or on the Licensed Spaces. The Concessionaire shall promptly repair all damage to the Licensed Spaces caused by its removal of its fixtures. If the Concessionaire does not remove all its fixtures, equipment, and supplies by the Concession Agreement Ending Date, then, in the City's sole discretion,

1. the City may remove the fixtures, equipment, and supplies, and within five days after the City's notice of the removal the Concessionaire shall pay all the City's costs related to the removal, and if the Concessionaire fails to timely pay those costs the City may retain as much of the Security Deposit as necessary to offset the City's costs related to the removal, or

2. the fixtures, equipment, and supplies will be deemed the property of the City and the City may take possession of them and use them, sell them, rent them, or otherwise dispose of them in the City's sole discretion without any obligation to compensate Concessionaire for the value of the fixtures, equipment or supplies, and

3. Concessionaire's obligations under this Section 3.8.2 survive the Concession Agreement Ending Date.

3.8.3 Concessionaire shall, at its sole cost and expense, maintain and operate the Licensed Spaces and Facilities in good and safe condition and in accordance with industry standards, including, but not limited to performing all necessary and prudent maintenance, repairs, and replacement of the equipment, materials, supplies, structures, and signs used or provided by the Concessionaire. Concessionaire shall also keep all signs and structures at the Licensed Spaces in good condition and free of graffiti.

3.8.4 The Concessionaire, at its sole cost and expense, shall promptly repair all damage to the Licensed Spaces and Facilities caused by the Concessionaire or its employees, agents, contractors, invitees, or clients

and their guests, or otherwise arising from Concessionaire's exercise of its License under the Concession Agreement.

3.8.5 The City is not obligated to provide any services, materials or equipment related to the Licensed Spaces, Facilities, or Rental Program.

3.8.6 On the Concession Agreement Ending Date, Concessionaire shall leave the Licensed Spaces in the same condition in which they were found immediately prior to the Commencement Date, except for reasonable wear and tear, casualty covered by the Concessionaire's insurance (with the City as loss payee), and any capital improvements and alterations that Concessionaire made and which were approved in writing in advance by the Commissioner of the Department of Parks and Recreation or his or her designee (the "**Commissioner**").

3.8.7 All maintenance and repair of a capital nature required of the Concessionaire by this Section 3.8 is subject to the prior written approval of the Commissioner. Concessionaire shall promptly complete all maintenance and repair approved by the Commissioner.

3.9 Utilities

3.9.1 The City does not represent or warrant the adequacy of the utilities and utility service available at the Licensed Spaces for the Facilities. The Concessionaire shall, at its sole cost and expense, connect to or upgrade any existing utility service, or create a new utility system, as needed for Concessionaire's management and operations of the Facilities and Rental Program, including but not limited to supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc. Before making any new utility connection, upgrading utility service, or creating any new utility system, the Concessionaire shall obtain all permits and approvals required by Applicable Laws and shall obtain the prior written approval of the Commissioner.

3.9.2 The Concessionaire shall promptly pay all charges and fees when and as they become due for all public utilities and utility service used at the Licensed Spaces and Facilities or in connection with the Rental Program, including but not limited to: gas, steam, heat, light, electricity, telephone, sewer rents, water meter and water charges. In addition, the Concessionaire shall, at its sole cost and expense, promptly pay all charges and fees when and as they become due for new conduits, cables, or other means of providing or improving utility services to the Licensed Spaces and the Facilities. Without limiting the requirements set forth above in this Section 3.9, the Concessionaire shall pay all late charges, interest, penalties, and fees arising from the Concessionaire's failure to promptly pay all charges and fees imposed by any provider of utility service to the

Licensed Spaces and the Facilities, or any installer of utility equipment at the Licensed Spaces and the Facilities.

3.9.3 The City is not required in any manner to provide or pay for utilities or utility service to the Licensed Spaces or the Facilities. The City is not liable for any interruption in utilities or utility service to the Licensed Spaces or the Facilities.

3.10 Marketing

3.10.1 Concessionaire shall use its best efforts to increase the bicycle rental business under the Concession Agreement using all commercially reasonable means, including but not limited to marketing and publicizing the availability and location of the Facilities and the Rental Program via the internet, newspaper ads, radio and television ads, magazines, flyers, posters, and other means of communication. Concessionaire shall create and actively distribute printed materials that highlight the Facilities and the Rental Program (collectively with other marketing and publicity activities, the "**Promotional Activities**").

3.10.2 At all times during the Term, the Concessionaire shall include on its stationery letterhead and in all print, broadcast, and electronic publicity (including but not limited to the Concessionaire's website homepage), and advertising materials related to the Facilities and Rental Program, a prominent, easily legible statement that clearly indicate the Facilities are "**operated in partnership with the Department of Parks and Recreation."**

3.10.3 Concessionaire's Promotional Activities are subject to the City's prior written approval. Concessionaire may propose a plan for Promotional Activities and, if Concessionaire obtains the City's approval of the plan, then as long as Concessionaire strictly complies with the approved plan Concessionaire does not need to obtain additional approval of its Promotional Activities from the City.

3.10.4 Concessionaire shall coordinate its marketing efforts with the City and in good faith attempt to extend its marketing with and through the Greater Philadelphia Tourism Marketing Corporation and the Bicycle Coalition of Greater Philadelphia.

3.11 Pricing Points

Concessionaire shall provide competitive pricing points for all rentals and sales at the Facilities.

3.12 Safety Measures

Concessionaire shall, at its sole cost and expense, take and employ all necessary and prudent measures for the safe exercise of the Concession and to prevent any injury or damage to any person or property in, on or about the Licensed Spaces and Facilities or resulting from the Concessionaire's exercise of the License or its management and operation of the Facilities and Rental Program. Concessionaire shall include in its safety protocols, without limitation: instruction to patrons about any on-street bicycle route gaps or other concerns relating to bicycle routes; distinguishing, in the Concessionaire's best judgment, between persons qualified and unqualified to ride bicycles safely; inspecting all bicycles before each rental to ensure the bicycle's components function properly; and prohibiting patrons to ride bicycles with headphones. Concessionaire shall comply with all national safety guidelines and all Applicable Laws regarding the operation and maintenance of the Facilities and Rental Program.

3.13 Security

3.13.1 Concessionaire shall maintain security at the Licensed Spaces and the Facilities and shall cooperate with City officials to ensure security in the surrounding City spaces.

3.13.2 Concessionaire shall secure the Facilities, bicycles, and all its other equipment and supplies every evening.

3.14 Cleaning; Trash Collection; Recycling

3.14.1 Concessionaire shall, at its sole cost and expense, clean-up and remove all waste, garbage, refuse, rubbish, organic debris and litter generated by and related to the management and operation of the Facilities and Rental Program.

3.14.2 Concessionaire shall provide proper waste and recycling receptacles approved by the City at the Facilities, including but not limited to providing separate trash containers for recyclable materials in compliance with all Applicable Laws regarding recycling. Concessionaire shall also empty those receptacles on a daily basis.

3.15 Environmentally-Friendly ("Green") Products & Practices

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

If the Concessionaire intends to use any disposable products at the Facilities, the

City encourages the Concessionaire to use chlorine-free, biodegradable products. Additionally, the City encourages the Concessionaire to use what are certified as "Green Seal" ecologically-friendly products such as soaps and cleaners for operating and cleaning purposes. A list of "Green Seal" certified products can be found at http://www.greenseal.org/findaproduct/index.cfm .

3.16 Subcontracting

3.16.1 Subject to the requirements of Section 5.5 of this RFP, Concessionaire may elect to have some services and supplies provided by a subcontractor. The Concessionaire shall obtain the prior written approval of the Commissioner before entering into any subcontract under the Concession Agreement. Despite any subcontracts that Concessionaire may enter into, Concessionaire is not relieved of any of its obligations under the Concession Agreement.

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

3.16.3 No subcontract relieves Concessionaire of any of its obligations under the Concession Agreement. Concessionaire is as responsible for the acts and omissions of its subcontractors, or persons either directly or indirectly employed by them, as it is for the acts and omissions of Concessionaire or persons directly or indirectly employed by Concessionaire.

3.16.4 Any purported subcontract(s) in violation of this Section 3.16 or of any other Section in this RFP or the Concession Agreement is void.

3.17 Prohibited Uses

The Concessionaire shall not use the Licensed Spaces for any use or purpose not expressly required or permitted under the Concession Agreement.

3.18 Alterations to the Licensed Spaces

Except as otherwise provided in Section 3.9 of this RFP regarding utilities, the Concessionaire shall not make, cause, or permit any alterations to the Licensed Spaces without the prior review and written approval of the City. The Concessionaire shall submit to the City plans and specifications for the proposed alterations and all additional information the City may reasonably request. The City's approval of any proposed alterations may be conditioned upon a

requirement that the Concessionaire provides the City with a performance and payment bond satisfactory to the City in all respects and upon other requirements the City deems necessary or prudent to protect the interests of the City.

3.19 Smoking Policy

Smoking in or on the Licensed Spaces is strictly prohibited. The Concessionaire shall not permit smoking in or on the Licensed Spaces.

3.20 ADA Compliance

Without limiting the general applicability of RFP Section 6.9, in connection with operation and management of the Licensed Spaces, the Facilities, and the Rental Program, the Concessionaire shall comply with the Americans With Disabilities Act ("**ADA**"). The Concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

3.21 Licenses and Permits

Without limiting the general applicability of RFP Section 6.9, the Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term all licenses and permits related to management and operation of the Licensed Spaces, Facilities and Rental Program required under all Applicable Laws. The Concessionaire shall procure and maintain, and shall cause each of its contractors and subcontractors to procure and maintain, all necessary approvals, permits and licenses related to its respective management and operation of the Licensed Spaces, the Facilities, and the Rental Program.

3.22 Concession Fee; Reporting and Payment Schedule

3.22.1 In the Concession Agreement, "**Concession Fee"** means the combined **Minimum Annual Guaranteed Amount ("MAG")** and **Gross Revenue Percentage Fee**, explained more fully in Section 5.8 of this RFP. The Concessionaire shall pay the MAG in equal monthly installments during the Term. Concessionaire shall pay the Concession Fee monthly to the City without deduction, setoff, or counterclaim no later than the 15th day of the month following the month in which the Concessionaire receives gross revenue upon which the Gross Revenue Percentage Fee portion of the Concession Fee is based. Concessionaire shall pay the Concession Fee by check made payable to "**City of Philadelphia**" and shall deliver the payment to the City at the address provided in Section 1.6.1 .

3.22.2 Concessionaire shall prepare a monthly "**Accounting Report**". Concessionaire shall list in the Accounting Report the Concessionaire's daily count of bicycle rentals and Gross Revenues, each broken down by Licensed Space, from all categories of income associated with

management and operation of the Facilities and Rental Program. Concessionaire shall submit the Accounting Report to the City no later than the 15th day of each month for the preceding month's activities, together with Concessionaire's Concession Fee payment.

3.22.3 Within 120 days following the end of Concessionaire's fiscal year, Concessionaire shall submit to the City a report that includes **(1)** an annual summary description of the Concessionaire's activities by Licensed Space related to the Facilities and Rental Program, including a detailed income and expense statement, **(2)** the Concessionaire's annual financial statement prepared by a Certified Public Accountant according to Generally Accepted Accounting Principles (GAAP), consistently applied, and **(3)** the Concessionaire's tax return for the most recent calendar year. Concessionaire shall also promptly submit to the City all supplemental reports, documents, records, and other information that the City may reasonably require.

3.22.4 The requirements of Sections 3.22.1-3 survive the Concession Agreement Ending Date until Concessionaire has made the final and full Concession Fee Payment and submitted to the City the final Accounting Report and annual documents that those Sections require.

3.23 Security Deposit

3.23.1 The Concessionaire shall submit to the City a Security Deposit equal to 25% of the highest year's MAG offered in the Respondent's proposal. The Concessionaire shall pay the Security Deposit to the City, in the form of a certified check, contemporaneously with signing the Concession Agreement. The City shall deposit the certified check into a depositary account in a local bank branch in the name of the City of Philadelphia.

3.23.2 If Concessionaire damages any City-owned property, or if Concessionaire breaches any provision of the Concession Agreement, then the City may retain some or all of the Security Deposit as the City reasonably determines to offset (A) the City's cost to repair the damaged property, (B) the City's damages otherwise arising from or related to the breach, whether direct, indirect, or consequential, and (C) an additional 10% administrative fee to compensate the City for the work time of City officials involved with repairing the damaged property or determining the City's damages.

3.23.3 The City's retention of some or all of the Security Deposit under RFP Section 3.23.2 does not relieve Concessionaire of liability for any costs or damages in excess of the full amount of the Security Deposit.

3.23.4 If at any time during the Term the City applies some or all of the Security

Deposit to pay for repair of any damaged property or for any damages the City suffers arising from or otherwise related to Concessionaire's breach of the Concession Agreement, the City may send written notice of the City's retention, and promptly following Concessionaire's receipt of the City's notice Concessionaire shall promptly deposit money into the Security Deposit Account to restore it to the full amount required.

3.23.5 Within 45 days following the Concession Agreement Ending Date, the City shall return the Security Deposit to Concessionaire, less any amounts the City retains to pay the City's cost to repair any damage or pay other costs related to Concessionaire's removal of the Facilities, restoration of the Licensed Spaces, and ending the Concession.

3.24 No City Obligation

Despite any other provision of the RFP and the Concession Agreement, the Concession Agreement does not obligate the City to appropriate or spend money at any time or for any reason.

3.25 Ownership of the Facilities

At all times during the Term of the Concession Agreement, the Licensed Spaces identified in Section 2.4 of this RFP are and will remain owned by the City of Philadelphia. No provision in the Concession Agreement creates, grants, or gives to the Concessionaire any legal title, easement, leasehold, or other interest in the Licensed Spaces identified in Section 2.4 of this RFP other than a mere license.

3.26 Possible Future Bicycle Rental Locations and Services

3.26.1 The City may, in its sole discretion, offer the Concessionaire additional location(s) for bicycle rental services. Any new locations for bicycle rental services under the Concession Agreement would be part of the Licensed Spaces and subject to all the provisions of the Concession Agreement. The City may, however, seek bicycle rental services from an outside bicycle rental services provider if for any reason the Concessionaire is unable or unwilling to provide bicycle rental services at any additional location.

3.26.2 The City may also, in its sole discretion, offer the Concessionaire the opportunity to provide additional services at the Licensed Spaces.

3.26.3 Please also see Section 2.1.2 and 5.11.1.10 for additional information related to this Section 3.26.

3.27 Signs; Department of Parks and Recreation's Mark

3.27.1 The Concessionaire shall not at any time erect, hang, paint or otherwise create any sign or advertisement in, on or about the Licensed Spaces without the prior written approval of the Commissioner. In addition, the Concessionaire shall not, without the prior written approval of the Commissioner, erect, hang, place, or display in, on or about the Licensed Spaces any utilitarian items, including but not limited to bicycle racks and trash receptacles, that promote and advertise any product.

3.27.2 The City intends to work with the Concessionaire to design signs that will draw customers to the Licensed Spaces but that also reflect the park and urban settings in which the Licensed Spaces and the Facilities are situated.

3.27.3 Without limiting the application of Section 6.9 of the RFP, Concessionaire shall obtain all advance approvals required under Applicable Laws before Concessionaire erects, hangs, paints, or otherwise creates any sign or item in, on or about the Licensed Spaces. Concessionaire shall cause each sign or item to meet all specifications required by the Department of Parks and Recreation and include the Department of Parks and Recreation's mark.

SECTION 4 – ELIGIBILITY TO SUBMIT A PROPOSAL

4.1 General

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

4.2 Management Experience and Qualifications

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate to the City's satisfaction that the Respondent has both sufficient experience and sufficient financial resources to meet the requirements set forth in this RFP ("**Management Experience and Qualifications**"). Please see Section 5.4 of the RFP for qualification requirements.

4.3 Records and Reports

Respondents must have the capability to maintain and furnish management records and reports, as required in Section 3.22 and 6.5, in a format satisfactory to the City.

4.4 Respondents Restricted

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

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

4.4.3 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.

4.5 Respondents May Submit Only One Proposal

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

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

5.1 Responsiveness

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

5.2 Form of Proposal

5.2.1 Each Respondent must submit one original signed cover letter and Proposal and eight copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal, this RFP, and the Concession Agreement.

5.2.2 Each Respondent's Proposal must follow the form of this RFP. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and clearly refer to this RFP. Pages must be numbered clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8½" x 11" sectionals or reduced to 8 ½' x 11'. **Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.**

5.2.3 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Section number, Appendix, or Form of this RFP that requires the information.

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

1. Signed cover letter;
2. Description of company, organization, and personnel (see 5.4);
3. Management Experience and Qualifications, and at least three references (see 5.4);
4. Completed Solicitation for Participation and Commitment Form (see 5.5);
5. Financial Information (see 5.6);
6. Statement of Understanding of the Purpose of this RFP (see 5.7);
7. Completed Concession Fee Proposal Form (see 5.8);
8. Capital Investment Plan (See 5.9);
9. Pro-Forma (see 5.10);
10. Operating Plan (see 5.11).

5.2.5 Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits its Proposal:

1. Respondent's name and address;
2. Identification as "Proposal for the Operation and Management of Bicycle Rental Stations in the Fairmount Park System"; and,
3. The Deadline for Submitting Proposals, as stated on the cover page of this RFP.

5.3 Submission of Proposal by "Deadline for Submitting Proposals"; Oral Presentations

5.3.1 Each Respondent must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The **"Deadline for Submitting Proposals**" and the location for submitting Proposals are set forth on the cover page of this RFP.

5.3.2 The City may request one or more Respondents to make a supplemental oral presentation to City officials after the Deadline for Submitting Proposals. The date and time of the oral presentations will be determined by the City.

5.4 Company Profile; Operating Experience

Each Respondent must:

5.4.1 Submit a resume or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms, or either of them, with that expertise. The resume or detailed description must include the number of Respondent's employees and number of years Respondent has been in business.

5.4.2 Submit safety records for its bicycle rental operations.

5.4.3 Provide a description, with photographs, of similar bicycle rental facilities, including locations Respondent has operated or is currently operating.

5.4.4 Explain its corporate structure and ownership.

5.4.5 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.

5.4.6 Provide its federal Employer Identification Number.

5.4.7 Identify all parent, subsidiary, affiliate, and partnership relationships with other businesses (collectively, "**Related Companies**").

5.4.8 If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company's organization and

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

5.4.9 Provide at least three recent references with whom the Respondent has worked and who can describe such matters as the Respondent's financial and operational capability (e.g., operating quality bicycle rental stations). The Respondent must include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.

5.4.10 List all contracts the Respondent and all its Related Companies have had with the City in the last five years.

5.4.11 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.

5.4.12 List all surety companies that have previously issued performance bonds on behalf of Respondent or any of Respondent's Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five years due to unsuccessful completion of the contract.

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

5.5.1 The Concession Agreement is subject to Mayor's Executive Order, No.02-05 relating to the participation of minority-owned, women-owned, and disabled-owned businesses (collectively, "**M/W/DSBEs**") in City contracts. Respondents are required to respond to the requirements specified in **Appendix 9** of this RFP and should submit the "**Solicitation for Participation and Commitment Form"** (the "**S & C Form**") attached to this RFP as **Form A** to identify its solicitations and any commitments made with M/W/DSBEs to participate in the Concession Agreement. Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by each M/W/DSBE firm. Respondents are also required to submit documentation of their "Good Faith Efforts" (as more fully described in **Appendix 9**), whether or not they have achieved any commitments with M/W/DSBEs. For a listing of firms certified as M/W/DSBEs, please visit http://oeo.phila.gov/directory.asp . The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.

5.5.2 The Concessionaire shall submit to the City quarterly reports that

summarize the Concessionaire's activities related to their M/W/DSBE contracts. The reports will serve as a mechanism to ensure the Concessionaire is in compliance with commitments provided in the S & C Form. Please see **Appendix 10** for a sample reporting form.

5.6 Financial Information

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

5.6.2 Each Respondent shall identify the intended source of all funds proposed to be invested in the Facilities.

5.7 Understanding the Purpose of this RFP and the Rights and Obligations of the Concessionaire

Sections 3, 4 and 6 of this RFP set forth the minimum requirements that the Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to fulfill the goals and objectives of this RFP and maximize the potential of the Licensed Spaces, the Facilities, and the Rental Program. Also, each Respondent must describe its approach to the proposed Concession, including Respondent's work plan and strategy.

5.8 Concession Fee Proposal: MAG and Gross Revenue Percentage Fee

5.8.1 Using **Form B**, each Respondent must propose a **MAG** payment to the City for the right to manage and operate the Facilities and Rental Program from the Licensed Spaces. The City urges each Respondent to include an escalation of at least 5% per year (compounded annually) in the MAG over the Term of the Concession Agreement.

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

5.8.1.1 In this RFP and the Concession Agreement, "**Gross Revenues**"

means all revenue received by the Concessionaire from management and operation on the Licensed Spaces of the Facilities and Rental Program or exercise of the License, from all sources and however characterized. Without limiting the definition of Gross Revenues immediately above, Gross Revenues include, but are not limited to, the following: revenue from bicycle rentals, bicycle tours and maintenance services; revenue from merchandise sales; and all other fees, sales, rentals, charges, or costs imposed by the Concessionaire, however characterized, for use of any of the Licensed Spaces or Facilities, or for goods or services Concessionaire provides at or from the Facilities.

5.8.2 Respondents may, in addition to completing and submitting **Form B**, submit an alternative concession fee proposal for the right to operate and manage the Licensed Spaces, the Facilities, and the Rental Program. The City may, in its sole discretion, reject the Respondent's alternative concession fee proposal.

5.9 Capital Investment Plan; Renewal Term Capital Investment Plan

5.9.1 Each Respondent must submit a plan that documents its proposed investment in fixed assets and equipment necessary to provide bicycle rentals at the commencement and during the Initial Term of the Concession Agreement ("**Capital Investment Plan**"). The Capital Investment Plan must include the following:

1. Description of the costs of the fixed assets, equipment and improvements the Respondent plans to make at or on the Licensed Spaces identified in Section 2.4 of this RFP.

2. A detailed timetable describing all design and improvements. This timetable should clearly outline all intended improvements and the anticipated commencement and completion dates of the improvements.

3. Each Respondent's plans must describe the Respondent's ideas to design aesthetically pleasing structures that align and blend with the surrounding natural environment and physical structures; and, Respondent's environmental considerations, including but not limited to storm water run-off, and other run-off, such as grease and oil from maintenance activities.

5.9.1.1 If a Respondent is selected to execute the Concession Agreement with the City, then the City shall endeavor to review the Respondent's Capital Investment Plan not later than 30 days following execution of the Concession Agreement. The Capital Investment Plan is not approved unless the Commissioner approves it in writing. The Commissioner may, however,

review, approve, or disapprove the Capital Investment Plan prior to the City's and Concessionaire's execution of the Concession Agreement.

5.9.1.1.1 Following the later of the Commencement Date or the Commissioner's approval of the Capital Investment Plan, the Concessionaire shall promptly commence and diligently implement the Capital Investment Plan, but in no event shall Concessionaire fail to complete the Capital Investment Plan more than 90 days following the later of the Commencement Date or the Commissioner's approval. The Concessionaire shall not implement any component of the Capital Investment Plan not expressly approved by the Commissioner.

5.9.2 All the Concessionaire's capital improvements, fixtures, equipment and supplies are subject to the provisions of Section 3.8 of this RFP.

5.9.3 The City will not consider Proposals that request or require reimbursement to the Concessionaire of any portion of Concessionaire's capital improvement cost if the Concession Agreement Ending Date occurs before the end of the Term.

5.9.4 If the City renews the Concession Agreement for one or more Renewal Terms in accordance with Section 3.1 above, then the Concessionaire shall submit to the City any plans the Concessionaire has for making additional investments in capital improvements, including new equipment, to the Licensed Spaces and the Facilities ("**Renewal Term Capital Investment Plan**") during the upcoming Renewal Term. The Concessionaire shall submit its Renewal Term Capital Investment Plan promptly following the Concessionaire's receipt of the City's Renewal Notice. The Concessionaire shall implement its Renewal Term Capital Investment Plan promptly following receipt of the City's written approval.

5.10 Pro-Forma

Each Respondent must include in its proposal a five-year pro-forma projection of the rental activities, revenues and Concession Fees for the Licensed Spaces and the Facilities. The pro-forma projection must include explanations of the assumptions used in its formulation.

5.11 Operating Plan

5.11.1 All Proposals must include a detailed operating plan for management and operation of the Licensed Facilities ("**Operating Plan**"). The Operating Plan is subject to the City's prior written approval. At a minimum, the following must be included in the Operating Plan:

5.11.1.1 Statement indicating the Concessionaire's location preference between JFK Plaza or Three Parkway, or preference to operate at both locations.

5.11.1.2 A detailed description of how the Respondent would manage and operate the Licensed Spaces, the Facilities, and the Rental Program, including but not limited to: the Operating Schedule, staffing requirements, equipment needs, maintenance plans (including maintenance schedule for bicycles), any plans to install energy efficient appliances that have the Energy Star seal of approval and or water conserving appliances, any plans to use the "Green Seal" or other environmentally friendly products, methods or devices, plans for deliveries and rubbish removal, and a cleaning schedule.

5.11.1.3 Bicycle rental fee schedule, including but not limited to prices for hourly and daily rates, and additional prices for additional services (if applicable), including, but not limited bicycle tours and bicycle maintenance services for non bicycle rental patrons. The City encourages each Respondent to include in its proposal marketing specials such as group rates, family rates, and online reservations.

5.11.1.4 Business development and marketing plan for maximizing the number of patrons of the Facilities and Rental Program.

5.11.1.5 Identification of Respondent's on-site management team and description of the team's background and experience.

5.11.1.6 An estimated number of full-time and seasonal employees and positions the employees will fill in Concessionaire's management and operation of the Facilities and Rental Program.

5.11.1.7 The customer service standards Respondent deems necessary to enhance and maintain the satisfaction of patrons and the mechanisms the Respondent will employ to meet those standards. Respondent must also describe tools to be used to measure customer service satisfaction with the services Concessionaire offers under this Concession. The tools may include customer evaluations or survey forms. Further, each Respondent must explain how it would improve the quality of services offered if the above tools indicate a need to do so.

5.11.1.8 Safety procedures and precautions required for the operation of the Concession and safety of patrons. Safety procedures must

include but not be limited to a process for distinguishing between persons qualified and unqualified to safely ride a bicycle. The City encourages each Respondent to consider including in its safety procedures equipment such as reflective tape on fenders or bicycle frames and audible warning devices such as a bell or horn.

5.11.1.9 Security protocols, including but not limited to procedures for securing bicycles.

5.11.1.10 The City also requests a short narrative description of the Respondent's long-term vision for future bicycle rental stations and services in the Fairmount Park System.

5.11.1.11 Description of any other requirements not mentioned in Section 3 of this RFP that are required to ensure the safe, sanitary and legal management and operation of the Facilities and Rental Program.

5.12 Confidential Information

5.12.1 If a Respondent chooses to include in its Proposal material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.

5.12.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents should include the following notice in the front of each copy of their Proposal:

NOTICE

The information on pages _____ of this Proposal, identified by the words "**Confidential Proprietary Information**" in boldface type of at least 12 points in the top right-hand corner of each page, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such information be used only for evaluation of

Respondent's Proposal, and not be disclosed to the public except as may be required by Applicable Law.

5.13 Objections

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

SECTION 6 – GENERAL CONTRACT PROVISIONS

6.1 Ethics Requirements

6.1.1 The Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 3-11 issued by the Mayor of Philadelphia on January 25, 2011. Similarly, the Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City officer, director, or employee which if received by any City official, officer, or employee would violate Executive Order No. 3-11.

6.1.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 3-11, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City's Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

6.1.3 If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer,

director, or employee in violation of Section 6.1.1 above, the Concessionaire will commit an Event of Default under the Concession Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

6.2 Tax Requirements

6.2.1 Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. The Concession Agreement is entered into in the City of Philadelphia, and the Concessionaire's delivery, sale, or rental of goods in the City, or performance of services in the City, is "doing business" in the City and subjects the Concessionaire to the City's tax requirements, including without limitation one or more of the following taxes:

a. Business Privilege Taxes
b. Net Profits Tax
c. City Wage Tax

6.2.2 Promptly following the Commencement Date, the Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at http://business.phila.gov/Pages/Home.aspx or to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

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

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

6.2.5 The Concessionaire's failure to comply with the requirements of the Concession Agreement regarding payment of Assessments, or

Concessionaire's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Concession Agreement.

6.3 Confidential and Proprietary Information of the City

The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person or entity. The Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of any City confidential or proprietary information by the Concessionaire or its employees, or by any person acquiring that information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this Section 6.3 survive the Concession Agreement Ending Date.

6.4 Indemnification, Release and Insurance

The Concessionaire shall promptly indemnify, defend, and release the City, as set forth in **Appendix 11** to the RFP. In addition, on or before the Commencement Date the Concessionaire shall obtain and, throughout the Term, shall maintain the types and minimum amounts of insurance set forth in **Appendix 11**. As a condition precedent to the effectiveness of the License the City gives to Concessionaire under the Concession Agreement, Concessionaire must provide the City of Philadelphia Risk Manager, on behalf of the City, with a certificate of insurance that shows the Concessionaire has obtained the types and required amounts of insurance. Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in **Appendix 11**.

6.5 City's Right to Inspect

6.5.1 Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Concessionaire's management and operation of the Facilities and Rental Program. The Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

6.5.2 The City may inspect and audit all of the Concessionaire's Books and Records and Concessionaire's affairs at all reasonable times at the Department of Parks and Recreation's offices, or other place the City may reasonably require.

6.6 Default

6.6.1 The Concessionaire will commit an "**Event of Default**" under the Concession Agreement if:

a. Concessionaire fails to timely pay to the City in full the Concession Fee; or

b. Concessionaire fails to timely comply with any other obligation applicable to Concessionaire under the Concession Agreement.

6.6.2 If the Concessionaire commits an Event of Default under Section 6.6.1 above, and,

a. in the case of an Event of Default under Section 6.6.1.(a), Concessionaire fails to cure the Event of Default within 5 days after receiving written notice from the City of the Event of Default,

b. in the case of an Event of Default under Section 6.6.1.(b), Concessionaire fails to cure the Event of Default within 30 days after receiving written notice from the City of the Event of Default,

c. in the case of an Event of Default under Section 6.6.1.(b) that cannot reasonably be cured within 30 days after receiving the City's written notice of the Event of Default, Concessionaire fails to actively start to cure the Event of Default within the 30-day period and then continuously and diligently pursue the cure to completion in not more than 90 days after receiving the City's written notice of the Event of Default, or

d. in the case of any Event of Default that poses a threat of imminent harm to persons or property,

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

6.6.3 In addition to the City's rights and remedies under Section 6.6.2 above, Concessionaire shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.

6.6.4 The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under Section 6.6.2, or in the case of an Event of Default that poses a threat of imminent harm to person or property, immediately and without notice.

6.7 Non-Indebtedness

6.7.1 The Concessionaire represents and warrants that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City, and Concessionaire shall not at any time during the Term of the Concession Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 6.7.1 may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

6.7.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 6.7.1 above. The Concessionaire shall include the provisions in Section 6.7.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

6.8 Condition of the Licensed Spaces

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

6.9 Compliance with Applicable Laws

In the RFP and Concession Agreement, "**Applicable Law**" and "**Applicable Laws**" mean all present and future Commonwealth, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Concession Agreement, the License, the Concessionaire, the Licensed Spaces, the Facilities, the Rental Program, and Concessionaire's exercise of the License and operations of the Licensed Spaces, the Facilities, and the Rental Program. The Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

6.9.1 The Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100), (which prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap, or marital status) and the Mayor's Executive Order No. 4-86 (which prohibits, among other things, discrimination against persons with AIDS in employment and services), as they may be amended from time to time;

6.9.2 All federal, Commonwealth, and local requirements regarding the application, obtaining, and maintaining licenses, certificates, permits, and other approvals required for operation of the Concession; and

6.9.3 The tax requirements of all governmental authorities having jurisdiction over the Concession, the Concession Agreement, and Concessionaire 's operations under the Concession Agreement.

6.10 Entire Agreement; No Amendment

6.10.1 The Concession Agreement is the complete, final, and exclusive expression of the City's and Concessionaire's agreement about the Concession. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Concession are superseded by and merged into the Concession Agreement.

6.10.2 The Concession Agreement may not be amended or modified except in writing signed by the City officials who signed the original Concession Agreement and also signed by Concessionaire's duly authorized officers. Any proposed or purported amendment of the Concession Agreement made without strictly complying with this Section 6.10.2 is void. No course of conduct between the City and Concessionaire, and no industry custom, is effective to amend the Concession Agreement or waive any of the Concessionaire's obligations under the Concession Agreement.

6.11 No Joint Venture or Partnership

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

6.12 Severability

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

6.13 Waiver of Jury Trial

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

6.14 Place of Contract; Governing Law

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

6.15 Counterparts

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

6.16 Assignment Prohibited

Except as set forth in Section 3.16 above, Concessionaire shall not assign the Concession Agreement or any of its rights or obligations under the Concession Agreement. Any attempted assignment by Concessionaire in violation of this

provision is void and is deemed an offer by Concessionaire to the City to immediately terminate the Concession Agreement, which the City may accept or decline in the City's sole discretion.

6.17 Venue

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

6.18 Validity of City Approvals

6.18.1 Unless expressly specified otherwise in the Concession Agreement, any review, approval, permission, or consent that the Concessionaire is required to obtain from the City under the Concession Agreement will not be valid or effective unless obtained from the Commissioner.

6.18.2 Unless expressly specified otherwise in the Concession Agreement, all reports, notices, plans, specifications, certificates, requests for approval, and submissions required of the Concessionaire that must be delivered to or approved by the City must be submitted by the Concessionaire to the Commissioner.

6.19 Interpretation

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

6.20 Time of the Essence

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

6.21 Force Majeure Event

6.21.1 Concessionaire is excused from compliance with any obligation or limitation under the Concession Agreement where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Concessionaire's own employees), and (2) Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1) and (2) together, a "**Force Majeure Event**").

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

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

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

7.1 Conditions Regarding Proposals

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

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

7.1.2 It is Respondent's responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP;

7.1.3 Upon submission, Respondent's Proposal becomes the property of the City and will not be returned to the Respondent;

7.1.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References;

7.1.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent;

7.1.6 Respondent will promptly send representatives for interviews with City officials when requested by the City;

7.1.7 Respondent's Proposal shall remain open for acceptance by the City and in full effect for at least 120 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP;

7.1.8 Respondent may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the City;

7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the same manner and by the same person(s) who signed Respondent's initial Proposal, to the address specified on the cover page of this RFP for submitting Proposals.

7.2 Reservation of Rights

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

7.2.1 To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;

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

7.2.3 To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Respondents for negotiation;

7.2.4 To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal;

7.2.5 To request that some or all of the Respondents clarify, modify or supplement their respective Proposals, including information inadvertently omitted;

7.2.6 To request interviews or oral presentations from one or more Respondents;

7.2.7 To request recent financial statements from a Respondent as a means of verifying its capability to meet all the obligations of the Concessionaire;

7.2.8 To conduct investigations with respect to the qualifications of each Respondent and call a Respondent's references;

7.2.9 To enter into negotiations and discussions with any one or more Respondents regarding any aspect or provision of their Proposals; and

7.2.10 To make modifications to the responsibilities of the Concessionaire as set forth in this RFP that, in the City's reasonable discretion, are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other respondents to modify their Proposals is in the City's best interest.

7.3 Concession Agreement Effectiveness

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

7.3.1 The Concession Agreement has been signed by the Respondent and approved by the City's legal counsel;

7.3.2 The Concession Agreement has been executed by the City; and

7.3.3 The Respondent has submitted certificates of insurance in accordance with Section 6.4 of this RFP and **Appendix 11**.

7.4 Acceptance of the Provisions of this RFP

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

SECTION 8 – EVALUATION OF PROPOSALS

8.1 Selection Committee

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

8.2 Proposal Evaluation Criteria

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

8.2.1.1 Demonstrated experience at operating bicycle rental locations and operations that are similar in size and nature to the Licenses Spaces, Facilities and Rental Program.

8.2.1.2 Proposed Concession Fee and Capital Investment Plan.

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

8.2.1.4 The proposed Operating Plan, including intended use of the Licensed Spaces and maintenance, quality and affordability of the Concession.

8.2.1.5 M/W/DSBE participating percentages.

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

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

8.3 Award of Concession Agreement

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

8.4 Amendments of Concession Agreement

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

SECTION 9 – SIGNING OF PROPOSALS

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

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

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

This ____ day of _____, 2011

_____

Name of Respondent

_____

Signature of Individual or Authorized Signer

_____

Printed Name and Title of Signer

_____

Additional Authorized Signer (if applicable)

_____

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

_____

Federal Employer Identification Number

_____

Phone Number

_____

E-mail Address

_____

Street Address

_____

City, State, Zip Code

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

This ____ day of_____, 2011

_____

Corporate Name

_____

Signature of Authorized Official

_____

Printed Name and Title of Signer

_____

Additional Authorized Signer (if applicable)

_____

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

_____

Federal Employer Identification Number

_____

Phone Number

_____

E-mail Address

_____

Street Address

_____

City, State, Zip Code

APPENDIX 1

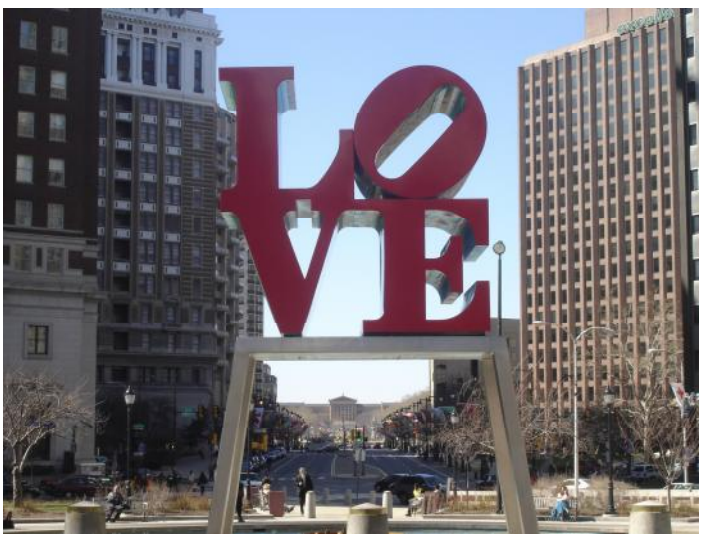
JFK PLAZA PHOTOS

Love Statue

Welcome Center

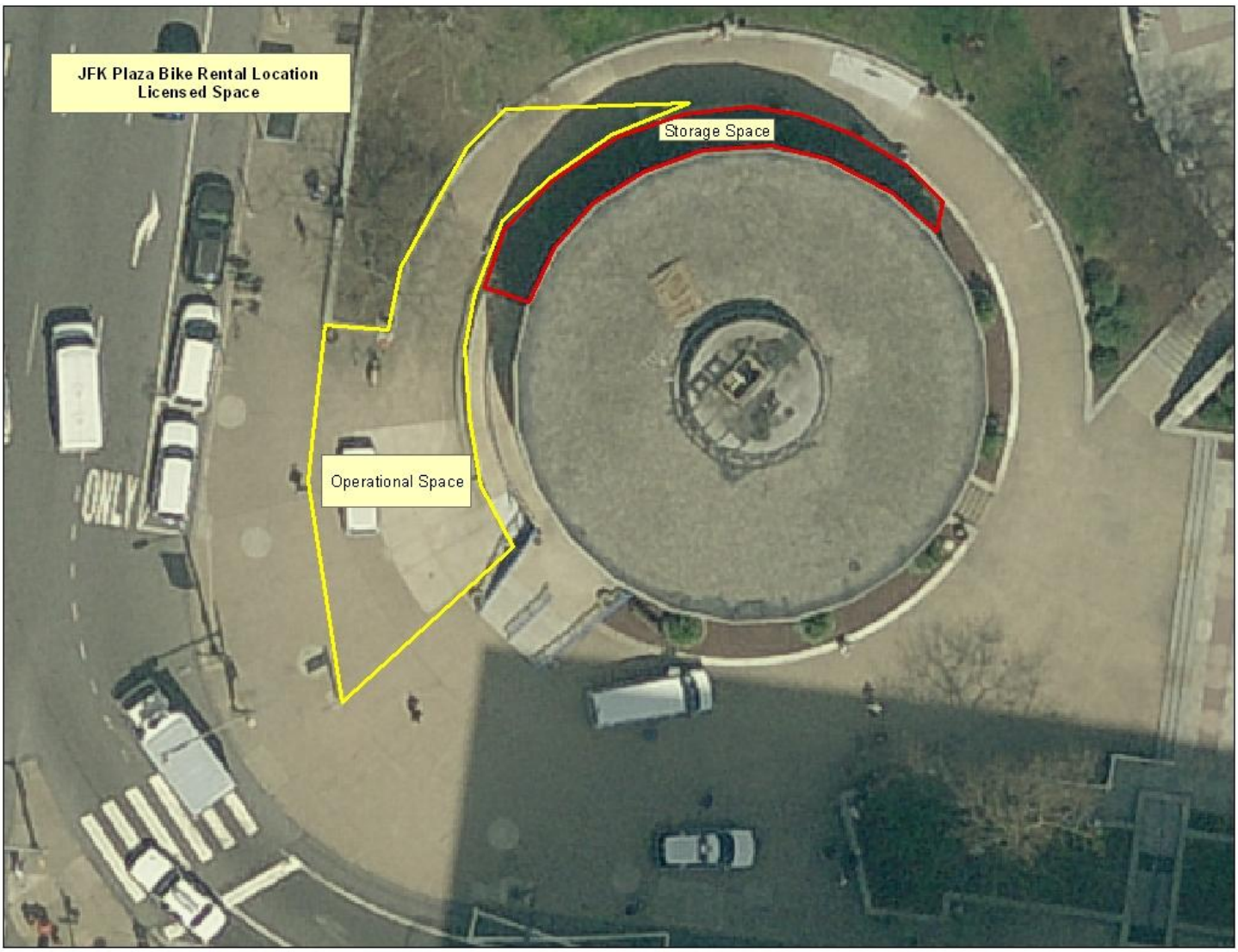
View of City Hall from JFK Plaza

View of the Philadelphia Art Museum from JFK Plaza



APPENDIX 2

LICENSED SPACE – JFK PLAZA



APPENDIX 3

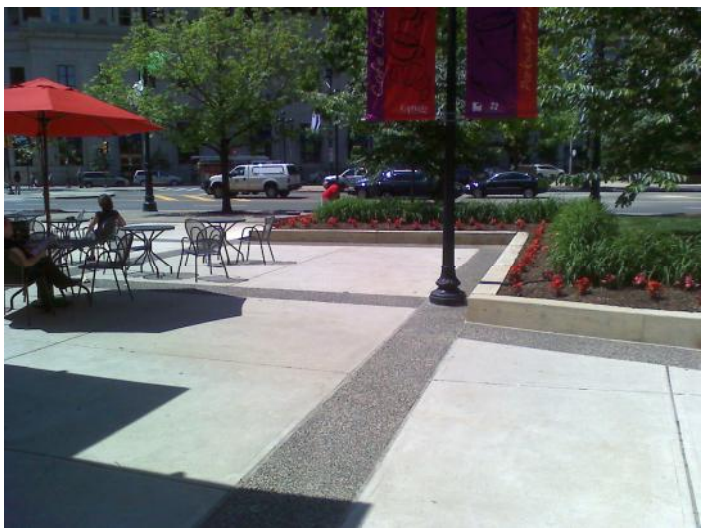
THREE PARKWAY PLAZA PHOTOS

View Looking West

View Looking Northwest

View Looking East

View Looking South



APPENDIX 4

LICENSED SPACE – THREE PARKWAY PLAZA

APPENDIX 5

LLOYD HALL PHOTOS

Lloyd Hall Main Entrance

Lloyd Hall Outdoor Café Dining Area – Western Side

View of Boathouse Row from Lloyd Hall
(looking west from Lloyd Hall)

Previous Operator's Bike Rental Station

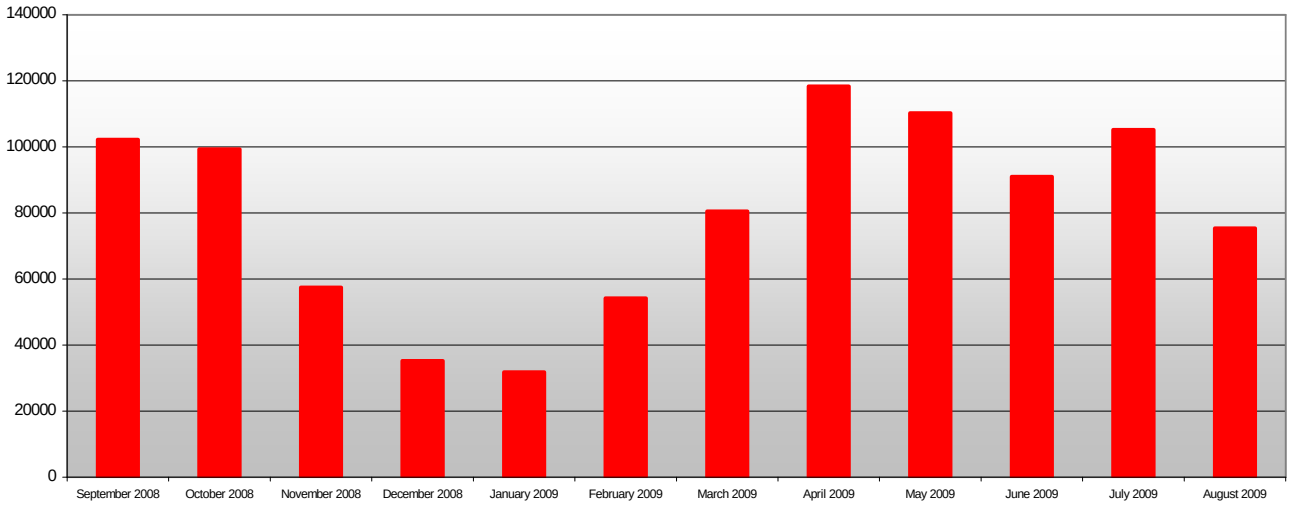
APPENDIX 6

ACTIVITY LEVELS AT KELLY DRIVE & ART MUSEUM AREA

Provided below is a report that highlights the activity levels along the Kelly Drive multi - use trail (the "**Trail**") over a one-year period.[1] Information is collected by a counter placed along the Trail. The chart breaks down users by month with the peak month being April, totaling just under 120,000 individuals. Additional information is provided concerning hourly, daily, weekday and weekend traffic.

TRAFx REPORT:

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



Hourly Average

00:00	3.7
01:00	2.4
02:00	1.6
03:00	2.4
04:00	12.8
05:00	41.2
06:00	86.7
07:00	117.1
08:00	147.3
09:00	168.5
10:00	182.6
11:00	183.9
12:00	183.5
13:00	181.3
14:00	189.7
15:00	214.3
16:00	239.5
17:00	249.3
18:00	206.3
19:00	132.2
20:00	55.9
21:00	20.1
22:00	10.7
23:00	7.0

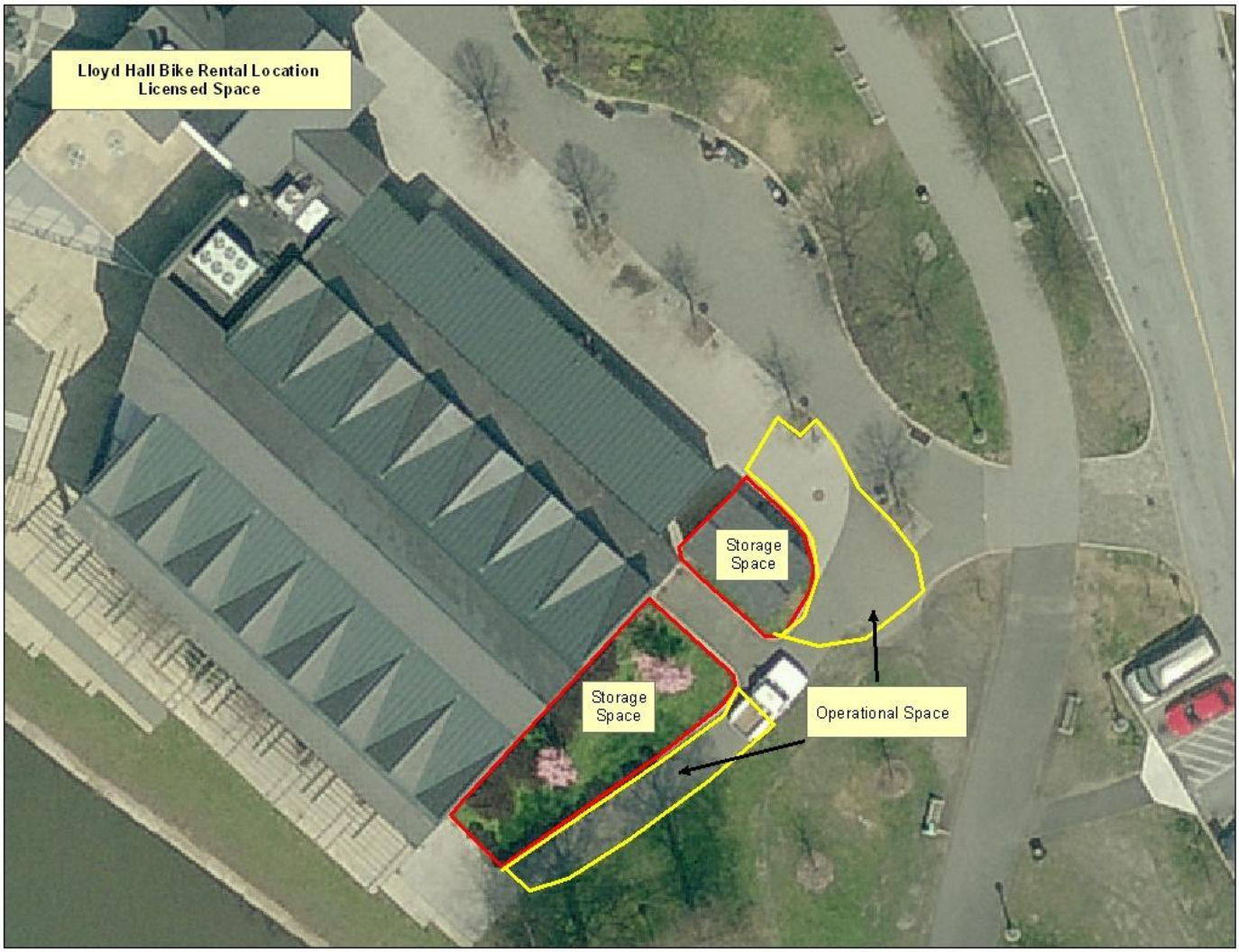
Daily Weekday Average:	2242.4
Daily Weekend Average:	3613.2
Monday Average:	2471.8
Tuesday Average:	2361.5
Wednesday Average:	2157.6
Thursday Average:	2067.1
Friday Average:	2149.3
Saturday Average:	3440.4
Sunday Average:	3786.1

Total Weekday:	585259
Total Weekend:	375777
Daily Max Weekday:	6322 / 159
Daily Max Weekend:	11539 / 287
Average per Month:	80086
Average per Peak Season (March	97861

[1] A gap in the data collection prevented the City from providing a 2010 year round snapshot of activity levels on the Trail.

APPENDIX 7

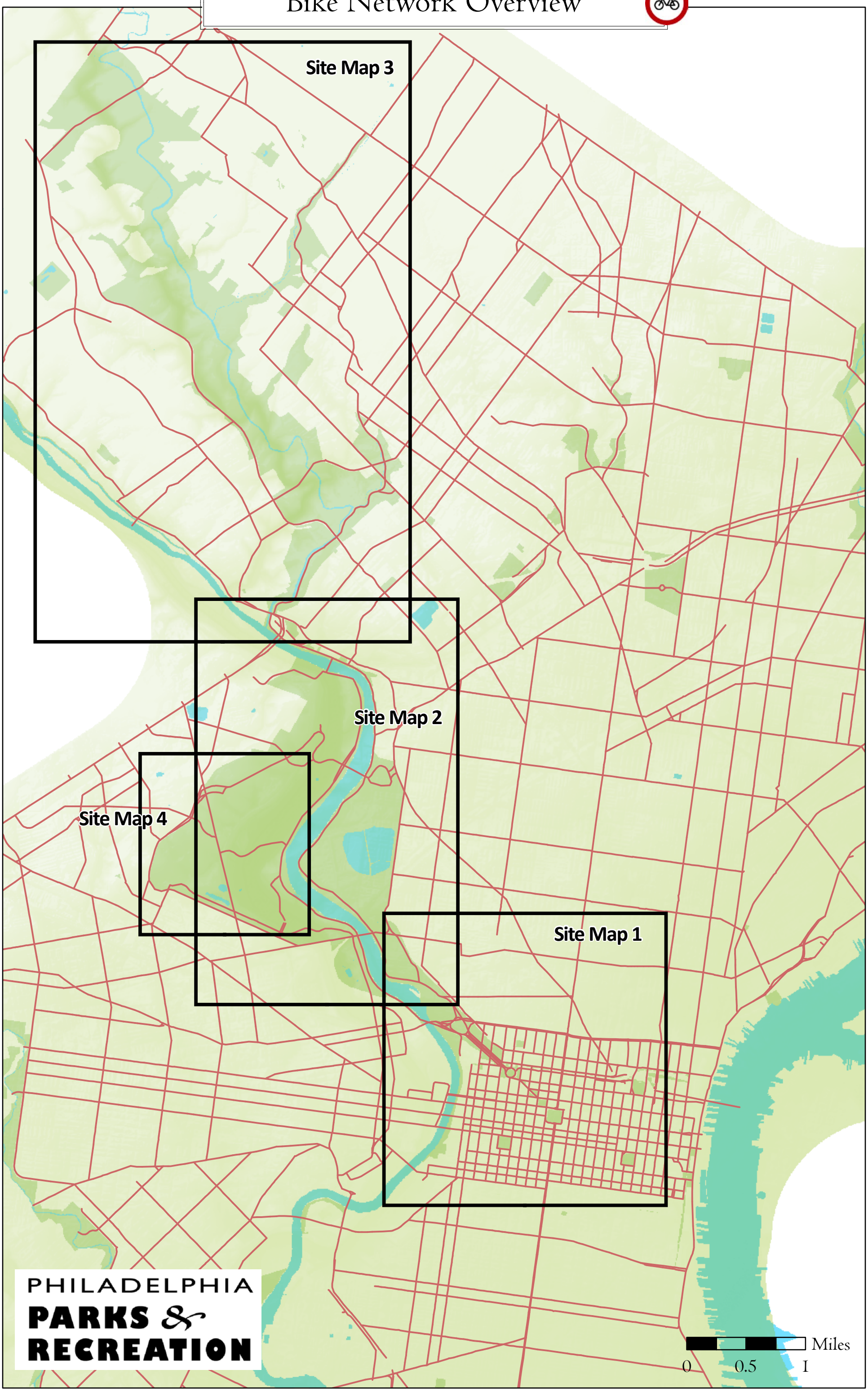
LICENSED PREMISE – LLOYD HALL



APPENDIX 8

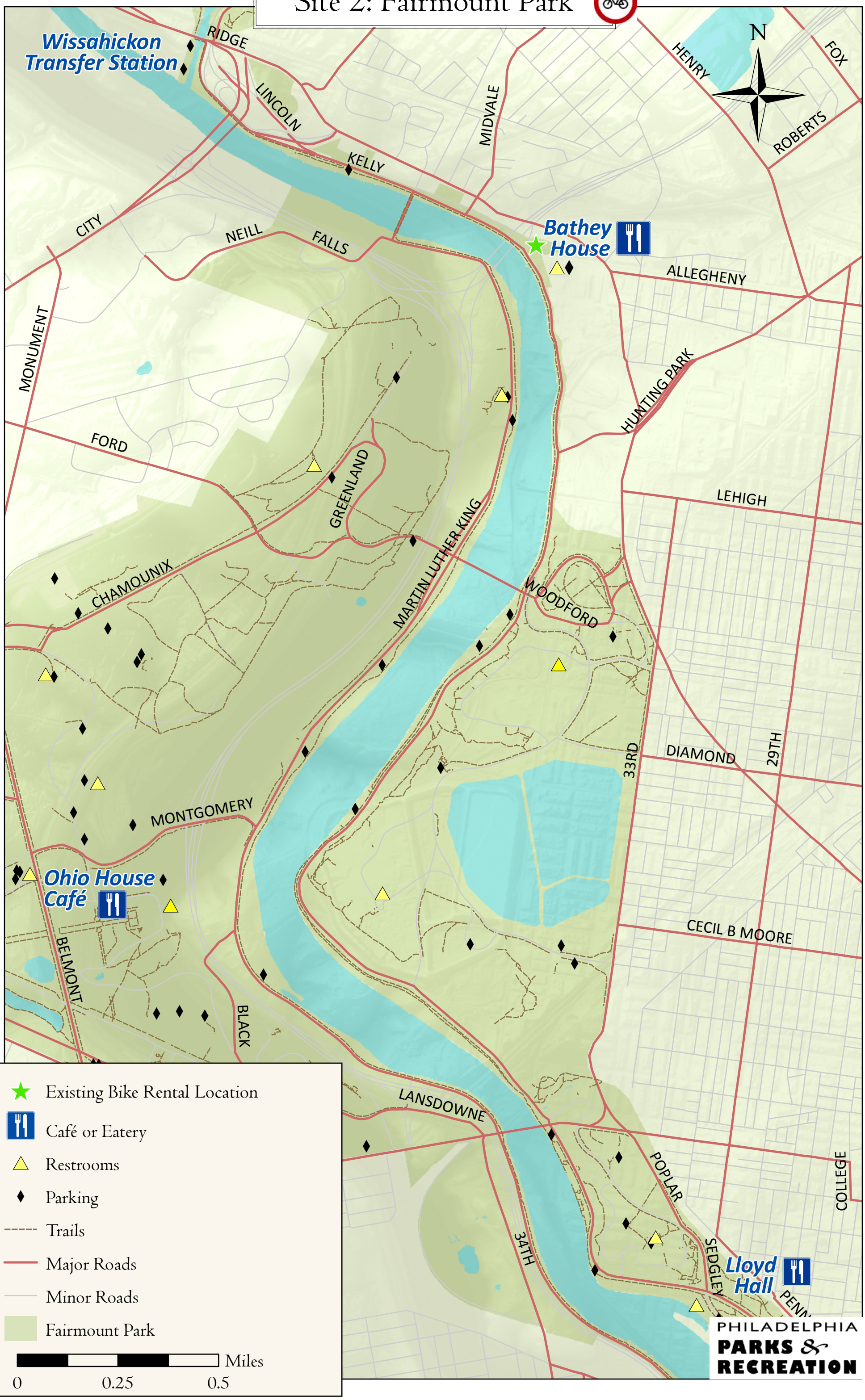
BICYCLE NETWORK INFRASTRUCTURE IN THE FAIRMOUNT PARK SYSTEM

Bike Network Overview

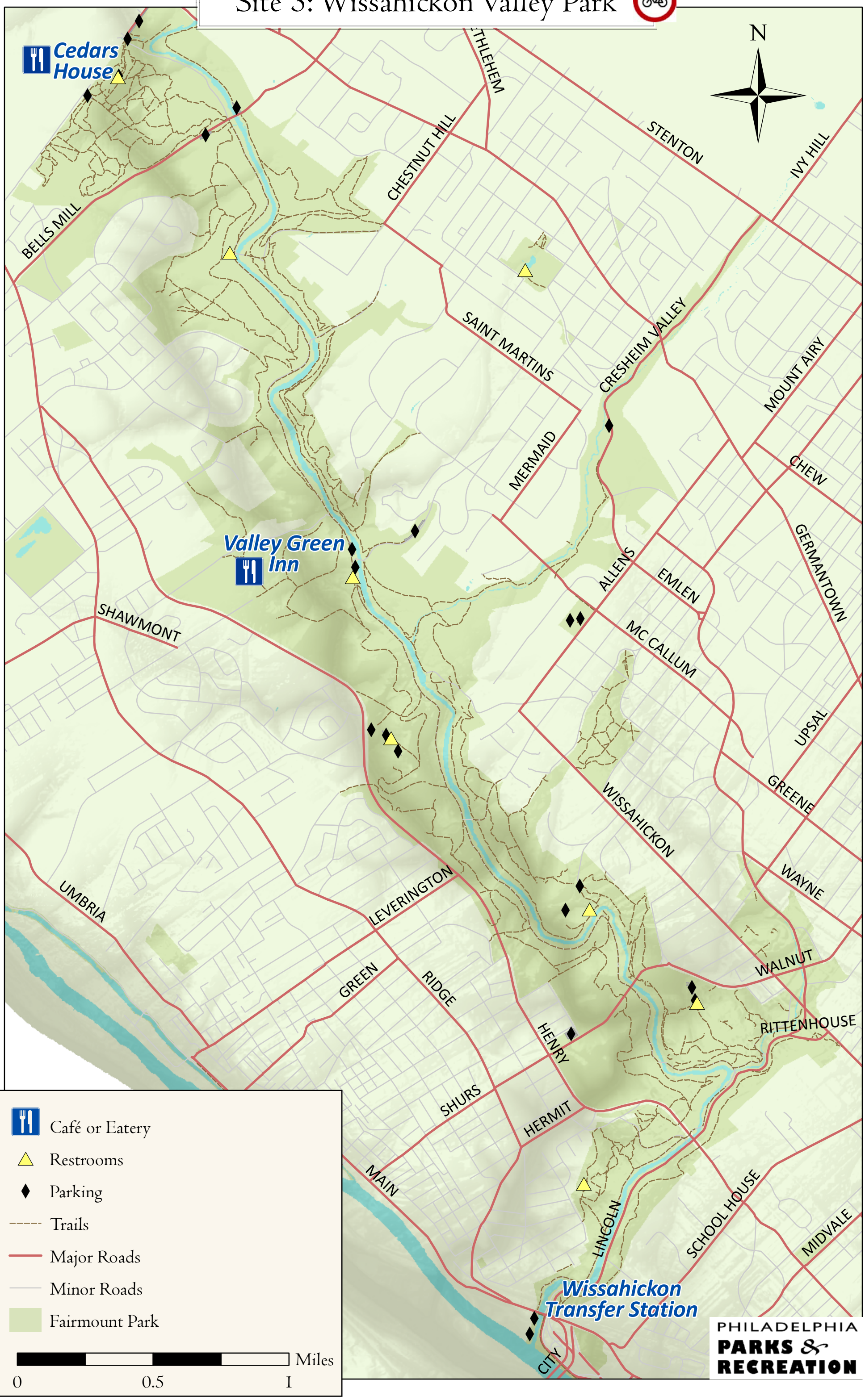


Site 1: Center City

Site 2: Fairmount Park



Site 3: Wissahickon Valley Park



Site 4: Centennial District

APPENDIX 9

City of Philadelphia
Office of Economic Opportunity
Antidiscrimination Policy – Minority, Woman and Disabled Owned Business Enterprises
Forms, Instructions, and Special Contract Provisions

The Concession Agreement is subject to the **Mayor's Executive Orders 02-05 and 14-08.** The following instructions, forms and contract provisions, as well as Executive Orders 02-05 and 14-08 (copies of which may be obtained at the Office of Economic Opportunity) are hereby incorporated in and made a part of any contract resulting from the RFP.

Respondent is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 and is required to respond to the requirements specified in the RFP for participation by Minority Business Enterprises, Woman Business Enterprises and Disabled Business Enterprises as those terms are defined in Executive Orders 02-05 and 14-08.

Under the authority of Executive Orders No. 02-05 and 14-08, the City of Philadelphia has established an antidiscrimination policy ("**Policy**") relating to the participation of Minority ("**MBE**"), Woman ("**WBE**") and Disabled ("**DSBE**") Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("**OEO**").

The purpose of the Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "**NOCO**").[2]

The Office of Economic Opportunity has approved the following projected ranges of participation for this NOCO which serve as a guide in determining each Respondent's responsibility:

MBE Ranges	-	**5% - 10%**
		And/Or
WBE Ranges	-	**5% - 10%**
DSBE Ranges	-	**0%**

[2] The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "**M/W/DSBE**") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a S & C Form (the "**S & C Form**") and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of the Respondent's proposal.

Respondent hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

A. M/W/DSBE PARTICIPATION

1.Only firms that are certified by an approved certifying agency [3] or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If Respondent or Respondent's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the Respondent's proposal.

2. No Respondent that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("**CAF**"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the NOCO), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of a Respondent's S & C Form that the work described on the S & C Form does not constitute a CAF, the Respondent's proposal may be rejected.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE)

[3] Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO.

will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Respondents will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime Respondent is required, like all other Respondents, to submit a proposal that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this NOCO. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for the contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the S & C Form, Respondents are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, Respondents may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from Respondents in the event of an inconsistency or ambiguity in the S & C Form.

B. RESPONSIVENESS

1. A Respondent's proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Respondent on the contract, if awarded; where the Respondent's proposal satisfies the M/W/DSBE participation ranges for that contract, the Respondent is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Respondents must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this NOCO. Failure to submit the S & C Form will result in the rejection of the Respondent's proposal as nonresponsive, although the City, at its

sole discretion, may allow Respondents to submit or amend the S & C Form at any time prior to award. The S & C Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation for Participation and Commitment Form". Respondents should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The Respondent's listing of a commitment with an M/W/DSBE constitutes a representation that the Respondent has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the Respondent has entered into a joint venture with an MBE, WBE and/or DSBE partner, the Respondent is also required to submit along with the S & C Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Respondent does not fully meet each of the range(s) for participation established for this NOCO, Respondent must explain what efforts the Respondent made to achieve the M/W/DSBE participation ranges. Respondent must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow Respondents to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent.
- Provide any additional evidence pertinent to Respondent's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's efforts to achieve participation within the ranges, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Respondent's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the Respondent's actions were motivated by considerations of race or gender or disability. The OEO may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts. For example, if Respondent rejects any M/W/DSBE based on price, Respondent must fully document its reasons for the rejection and also demonstrate that Respondent subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by Respondent. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether Respondent short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the Respondent's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether Respondent selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether Respondent employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the Respondent's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the Respondent will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed S & C Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any

change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre - approved in writing by the OEO.

2. The successful Respondent shall within twenty (20) business days of work performed by its M/W/DSBE subcontractors under the contract, deliver payment to its M/W/DSBE subcontractors for the work performed (including the supply of materials).

3. No privity of contract exists between the City and any M/W/DSBE subcontrac tor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2 -05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the Respondent has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the Respondent including debarment of the Respondent from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Respondent's place of business and/or job site and obtain documents and information from any Respondent, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Respondent's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The successful Respondent shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telep hone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful Respondent agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful Respondent's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful Respondent's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the successful Respondent hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend the successful Respondent from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract'' shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

Should you have any questions related to the Contract Provisions, please contact Rashid Henry, OEO at (215) 683-2079 or fax (215) 683-2085.

Please See Form A: Solicitation for Participation and Commitment Form

APPENDIX 10

SAMPLE QUARTERLY M/W/DSBE REPORT

QUARTERLY M/W/DSBE REPORT
POST AWARD COMPLIANCE REVIEW

QUARTERLY PERIOD: _____ to _____

BID NO.:_____ _____

NAME OF
CONCESSIONAIRE:_____

ADDRESS:_____

PHONE NO.:_____

CONTACT NAME:_____

NAME OF SUBCONTRACTOR	SERVICE PROVIDED	OEO CERT #	ORIGINAL CONTRACT AMOUNT	PAYMENTS THIS QUARTER	TOTAL PAYMENTS TO DATE

SIGNATURE:_____ DATE:_____

APPENDIX 11

INDEMNIFICATION, RELEASE AND INSURANCE

A. The Concessionaire shall procure and maintain, at its sole cost and expense, insurance covering its employees, invitees and the Licensed Premises arising out of its operations, in the types and minimum limits of coverage specified below throughout the term of the Concession Agreement. All insurance shall be procured from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. All insurance herein, shall be written on an "occurrence" basis and not a "claims-made" basis.

1. Workers' Compensation and Employers' Liability

   (a) Workers Compensation – Statutory Limits;

   (b) Employers Liability:

   $100,000 Each Accident - Bodily Injury by Accident;

   $100,000 Each Employee - Bodily Injury by Disease;

   $500,000 Policy limit - Bodily Injury by Disease;

   (c) Other states endorsement including Pennsylvania.

2. Commercial General Liability Insurance

   (a) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 personal and advertising injury; $2,000,000 general aggregate.

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

3. Commercial Automobile Liability Insurance

   (a) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury and property damage liability;

(b) Coverage: Owned, hired and non-owned vehicles.

4. Umbrella Liability Insurance at limits totaling $2,000,000 per occurrence when combined with insurance required under (1), (2) and (3) above.

5. Fidelity Bond. Concessionaire shall, at its sole cost and expense obtain and maintain during the initial Term and any Renewal Term(s) of the Concession Agreement, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars ($10,000) or (b) the amount specified in the Concession Agreement, covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under the Concession Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits that are the greater of (a) $10,000 or (b) the amount specified in the Concession Agreement. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to Commencement Date.

B. The City of Philadelphia, its officers, employees and agents, shall be named as additional insureds on all policies required hereunder except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds are primary to any other coverage available to them.

C. Certificates of insurance evidencing the required coverage shall be submitted to The City of Philadelphia, Park Concessions Manager, Philadelphia Parks and Recreation, with a copy to the City of Philadelphia, Risk Manager, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, upon execution of the Concession Agreement. Concessionaire shall cause its insurance company to submit to the City of Philadelphia Risk Manager endorsements evidencing the coverage required in this **Appendix 11** within thirty (30) days from the date of submitting the certificates of insurance. Upon written request by the City, Concessionaire shall, within ten (10) days, furnish certified copies of the original policies of all insurance required under the Concession Agreement.

D. The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in the Concession Agreement by the Concessionaire to the City or to limit the Concessionaire's liability under the Concession Agreement to the limits of the policy(ies) of insurance required to be maintained by Concessionaire under the Concession Agreement.

E. All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the City in the event the coverage is materially changed, canceled or non-renewed. At least ten (10) business days prior to the expiration of each policy, Concessionaire shall deliver to the City, a certificate of insurance evidencing the replacement policy(ies) to become effective immediately upon the termination of the previous policy(ies). Concessionaire shall, in no event, permit any lapse in the insurance coverage required under the Concession Agreement, and replacement coverage meeting the requirements of this **Appendix 11** shall be in effect prior to the expiration of the policy period.

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

G. From time to time, and in any event not more frequently than once every year, the City may, upon thirty (30) days notice to Concessionaire, reasonably adjust the amounts, types and deductibles of the insurance coverage required hereunder.

H. Concessionaire releases the City from any and all claims for damage, loss or compensation, including, but not limited to, claims for interruption of business, or loss of profits, arising from the damage or destruction of the Premises by fire, flood or other casualty, whether or not such casualty was insured or insurable.

I. Concessionaire shall cause each policy of insurance required under this **Appendix 11**, excepting Workers Compensation policies, to include a provision for a waiver of subrogation in favor of the City.

J. From time to time, but not more than once each year, the City may, in its reasonable discretion, require the Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Concessionaire is obligated to obtain and maintain under this **Appendix 11**.

FORM A

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises [1]

DEPARTMENT OF COMMERCE

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:	***Name of Bidder/Proposer:***	***Bid/RFP Opening Date:***
Bike Rental RFP		

List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

2. Attach all quotations to this form.

09/2010

FORM B

CONESSION FEE PROPOSAL FORM

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

2011: $_____ plus _____% of Gross Revenues.
MAG

2012: $_____ plus _____% of Gross Revenues.
MAG

2013: $_____ plus _____% of Gross Revenues.
MAG

2014: $_____ plus _____% of Gross Revenues.
MAG

2015: $_____ plus _____% of Gross Revenues.
MAG

Renewal Term (if applicable)

2016: $_____ plus _____% of Gross Revenues.
MAG

2017: $_____ plus _____% of Gross Revenues.
MAG

2018: $_____ plus _____% of Gross Revenues.
MAG

2019: $_____ plus _____% of Gross Revenues.
MAG

2020: $_____ plus _____% of Gross Revenues.
MAG