



CITY OF PHILADELPHIA
REQUEST FOR PROPOSAL

RFP NO. C-102-07

FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A
SELF-SERVICE LUGGAGE CARTS RENTAL SYSTEM AT
PHILADELPHIA INTERNATIONAL AIRPORT

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PROCUREMENT DEPARTMENT
1ST FLOOR, MUNICIPAL SERVICES BUILDING
1401 JOHN F. KENNEDY BLVD.
PHILADELPHIA, PA 19102-1685

PROPOSALS WILL BE RECEIVED UNTIL 10:30 AM PREVAILING LOCAL TIME
ON FRIDAY OCTOBER 13, 2006
IN ROOM 170A, MUNICIPAL SERVICES BLDG.,
1401 J.F.K. BLVD, PHILA., PA 19102

Section 1

THE SOLICITATION—NOTICE TO PROPOSERS

Notice is hereby given that the Acting Procurement Commissioner (the “City”), will receive sealed proposals on or before Friday, October 13, 2006 10:30 AM Eastern Daylight Time, at the City of Philadelphia, Procurement Department, Room 170A, 1st Floor, Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102 for a:

INSTALLATION, OPERATION AND MAINTENANCE OF A SELF-SERVICE LUGGAGE CARTS RENTAL SYSTEM AT PHILADELPHIA INTERNATIONAL AIRPORT

1.1 PROPOSAL REQUIREMENTS

Proposals shall be accepted only from qualified respondents (“Proposers”) who have:

A. Obtained from the City a complete set of Proposal Documents and any addenda thereto issued by the City, consisting of the following:

- The Solicitation - Notice to Proposers (Section 1)
- The Business Opportunity (Section 2)
- Instructions to Proposers (Section 3)
- Proposal Format and Content (Section 4)
- Proposal Evaluation, Negotiation and Contract Award (Section 5)
- General Information (Section 6)

B. Submitted a proposal pursuant to the instructions in this Request for Proposals (“RFP”) on the form required by Section 4 (Proposal Format and Content) which includes the Qualifications Statement and Business Organization Statement.

In evaluating the proposals, the City will consider the demonstrated experience, technical skill, scope of program, and financial proposal of each Proposer in developing and managing the Philadelphia International Airport’s Self-Service Luggage Carts Program of the type contemplated in Section 2, and hereby solicits proposals to develop and manage the Program, in accordance with these Proposal Documents.

1.2 THE PROPOSAL DOCUMENTS

The Proposal Documents (sometimes referred to herein as the “RFP”) consist of six sections.

Sections:

- 1 The Solicitation – Notice to Proposers
- 2 The Business Opportunity
- 3 Instructions to Proposers
- 4 Proposal Format and Content
- 5 Proposal Evaluation, Negotiation and Contract Award
- 6 General Information

1.3 LIST OF ATTACHMENTS

- A. Airport Layout Plans
- B. Passenger Statistics and Projections
- C. List of Specific Laws
- D. DBE Participation Ranges – 49 C.F.R. Parts 26 and 23

Section 2

THE BUSINESS OPPORTUNITY

The City of Philadelphia (the “City”), owner and operator of Philadelphia International Airport (PHL) and Northeast Philadelphia Airport (PNE) invites you to submit a proposal for the development and management of a self-service luggage carts program at PHL. This document outlines the City’s objectives, describes the general characteristics of the business opportunity, and outlines the principal elements of the proposed business arrangement.

2.1 Overview

The terminal buildings contain a total of approximately 2,415,000 square feet of space, including seven terminal units (A-West, A-East, B,C,D,E and F), (the “Terminal Buildings”). These terminal buildings consist of one (1) International Terminal (A-West), (the “International Terminal”); Five (5) Domestic Terminals (A-East, B, C D and E), (the “Domestic Terminals”); and one (1) Regional Terminal (F), (the “Regional Terminal”).

Terminal A-West, an 800,000 square foot International Terminal, has four levels, contains twelve (12) widebody gates and one (1) narrowbody gate, a ticketing lobby, baggage handling facilities, concession space and U.S. Customs & Border Protection (CBP) facilities. The International Terminal is a multi-level terminal over 600 feet in length and 150 feet in width and contains 23,500 square feet of concession area. All of the International Terminal lies within Tinicum Township, Delaware County.

Terminals A-East, B, C, D and E each have a connecting concourse, baggage claim area and terminal building. Ticketing and baggage claim operations occupy the ground-level roadway. Airline operations facilities and baggage make-up areas are located on the ground-level of the terminal buildings and in the concourses. Concessions are located throughout the public areas on two levels of the terminal building. There is a 45,000 square feet food/beverage and retail gallery between Terminals B and C.

Terminal F, a regional terminal located east of Terminal E, contains gates for 38 commuter aircraft parking positions and is capable of accommodating Regional Jet (RJ) aircraft. Terminal F has a ticketing area, baggage handling facilities, and concession space, all at ground level. The facility includes second level structures connecting to Terminal E and the parking facilities. Terminal F has a large central hub, consisting of almost 10,000 square feet of concession area to accommodate the needs of commuter passengers. These areas contain a mix of food & beverage, specialty retail and news/gift concessions.

Proposer acknowledges that, from time to time and at the sole discretion of the City, the internal layout of the terminals described above may change.

Historic passenger enplanement information for the entire airport is attached as Attachment B.

2.2 Objectives

The City's objective is to enter into an agreement with an established and responsible business entity (the "Successful Proposer") having demonstrated expertise in the development and management of an airport self-service luggage carts program. The Successful Proposer will develop and implement a comprehensive and coordinated plan to develop and manage the Program at PHL. The Successful Proposer must ensure the development of the Program on an aggressive schedule in conjunction with existing construction schedules.

Further, the City's objective is to provide for all Airport users the highest caliber self-service luggage carts system available. With this objective in mind, the Successful Proposer must always maintain sufficient staffing, and inventory of equipment and material to accommodate the Airport's traveling passengers, as determined by the City.

The Successful Proposer will also ensure meaningful and substantial participation of disadvantaged, minority and women business enterprises in all aspects and phases of the Program, including but not limited to employment, architecture and engineering, construction, marketing/promotion/operations, maintenance, and management, as further described in Attachment D.

The Successful Proposer will be solely responsible to the City for all skills, resources, and activities required to accomplish the City's objectives, including all financing, planning, design, construction, procurement, marketing, promotion, maintenance, operations, management and staffing of the Program.

2.3 Selection Criteria

For the City's review, each Proposer must submit a proposal that satisfies the minimum qualifications identified below, recognizes and addresses the described objectives, and reflects a quality self-service luggage carts program.

- **Experience**
The Proposer must have at least three (3) years of experience in the development and management of an airport self-service luggage cart program. The Proposer must describe any and all recent airport operating experience.

- **Financial Responsibility**
The Proposer must demonstrate that it has the financial capacity to execute its proposed program. The Annual Fee will consist of the greater of a Minimum Annual Guarantee (“MAG”) and/or a percentage of Annual Gross Revenues to be proposed.
- **Nondiscrimination Requirements**
The Proposer must be determined to be compliant with criteria established by the Federal Aviation Administration (“FAA”) and by the City’s Minority Business Enterprise Council (“MBEC”). An overview of these requirements is attached as Attachment D.
- **Equipment Plan**
The Proposer must provide a description of its Equipment Plan, which must include a detailed description of the number, type, design, color, scheme and quantity of carts, cart retrieval equipment, Cart Management Units (CMU’s) and cart collectors. CMUs need to be secured to the floor as opposed to freestanding. An inventory of equipment in operation must be included in the monthly concessions report provided by the Proposer to the City.
- **Development Schedule**
The Proposer must provide a schedule that includes a plan for the design, development and construction of the Program, and the Proposer’s plan for meeting the proposed schedule.
- **Operations, Staffing, Marketing and Management Plan**
The Proposer must provide plans for the operation, staffing, marketing, and management of the proposed program. An inventory of staff levels must be included in the monthly concessions report provided by the Proposer to the City.

2.4 Rights With Respect to Future Concession Locations

If, at any time after the effective date of an agreement between the City and the Successful Proposer, the City identifies any space for future development, which space is not shown on Attachment A, the City may offer such space to the Successful Proposer for development.

Additionally, the City reserves the right, but not the obligation, in its sole discretion, to add locations in future terminal buildings, which become available due to airport expansion, to the Successful Proposer’s agreement.

2.5 Term

The term shall be for one (1) year with a three (3) one-year options to renew at the City's sole discretion.

2.6 Rental and Fees

The Successful Proposer will be expected to enter into a License Agreement as a result of negotiations resulting from the submission of its proposal and subject to the requirements of the Philadelphia Home Rule Charter. Among other things, the agreement will include the requirement to pay the Airport rentals and fees including a Minimum Annual Guarantee ("MAG"), and a percentage of Annual Gross Sales.

2.7 Equal Employment Plan

Proposers must agree to ensure fair and equal employment of all persons, including the meaningful and substantial employment of minority, disabled and female persons in all aspects of the prospective agreement with the City, including but not limited to the employment of such persons in maintenance related activities as well as management level and non-management level positions related to management of the facilities. Proposers agree to incorporate this obligation into their subcontracts and to require all their contractors (and approved subcontractors), consistent with this obligation, to adhere to fair and equal employment practices, including the hiring and employment of minority, disabled and female persons. In furtherance of this obligation, Proposers should submit with their proposals, although the City reserves the right to request this as well as any clarifying information at any time prior to award of a contract, a plan containing a description of any outreach activities (i.e., job fairs, training seminars, media outreach) or other methods consistent with an obligation of fair and equal employment under this paragraph. Such plan may also contain projected employment hours of minority, disabled and female persons and copies of contract/subcontract agreements incorporating this fair employment policy.

2.8 Participation of Disadvantaged Business Enterprises

This RFP is issued under Regulations of the U.S. Department of Transportation ("U.S. DOT"), 49 C.F.R. Parts 23 and 26, as amended. It is the policy of the City of Philadelphia and U.S. DOT that disadvantaged business enterprises ("DBE(s)", as defined in 49 CFR Part 26, as amended, shall have a fair opportunity to participate in the performance of airport concessions contracts, which relate to Federal funds received by Philadelphia International Airport since 1988 and which funds were authorized under Title 49 of the United States Code. Pursuant to 49 CFR Part 23, as amended, proposer certifies that it shall not discriminate against any business owner on the basis of the owner's race,

color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement covered by 49 CFR Part 23. Additional, special proposal instructions are included in a document entitled "INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS RELATING TO PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN CITY AIRPORT CONCESSIONS CONTRACTS," attached hereto as ATTACHMENT D and made a part of this RFP. Proposers are advised to carefully review these special instructions; compliance thereto is a material part of this RFP."

Section 3

INSTRUCTIONS TO PROPOSERS

3.1 PROPOSAL PREPARATION REQUIREMENTS

- A. Proposals must be prepared on the forms provided in these Proposal Documents (Section 4). Proposers are warned against making erasures or alterations of any kind in their Proposals; Proposals that contain omissions, erasures, alterations, conditions, or additions may be, in the City's sole discretion, rejected.
- B. Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. The City reserves the right to thoroughly investigate the financial status and experience of the Proposer.
- C. One (1) original Proposal, and eight (8) copies, must be submitted in a sealed envelope or envelopes addressed to the Acting Procurement Commissioner, at the location specified in Section 1 of these Proposal Documents, with the words "SELF-SERVICE LUGGAGE CARTS PROGRAM AT PHILADELPHIA INTERNATIONAL AIRPORT" plainly written on the face of a sealed envelope. The name and address of the Proposer must also appear on the face of the envelope.
- D. All Proposals must include the following information and be signed (at the end of Section 4) as follows:
 - 1. If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address;
 - 2. If the Proposal is made by a partnership, the Proposal must:
 - (a) be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;
 - (b) include the name and mailing address of the partnership; and
 - (c) attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

3. If a corporation makes the Proposal, the Proposal must:
 - (a) be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
 - (b) include the name and mailing address of the corporation; and
 - (c) attach a copy of the corporation's bylaws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.

4. If the Proposal is made by a joint venture, the Proposal must:
 - (a) be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;
 - (b) include the name and mailing address of the joint venture; and
 - (c) attach a copy of the joint venture agreement or other documentation signed by each member of the joint venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

- E. It shall be the responsibility of the Proposer to deliver the Proposal and all other required items to the location specified in Section 1 of these Proposal Documents prior to 10:30 AM Eastern Standard Time on Friday, October 13, 2006. Later delivery for any reason may disqualify the Proposer.

- F. Any questions regarding this RFP may be submitted in writing to Mr. Marshall Evans, Airport Properties Manager, Division of Aviation, Terminal E, Philadelphia, PA 19153-3275. The deadline for submitting questions is Thursday, October 5, 2006 at 3:00 PM. Oral communications from City personnel or other persons shall not be binding on the City and shall in no way modify the provisions of the Proposal Documents. Official responses of the City to inquiries regarding these Proposal Documents shall be issued by the City in writing as addenda, and only such written responses shall be binding on the City as modifications to these Proposal Documents.

- G. Any written addenda to the Proposal Documents issued by the City will be considered a part of these Proposal Documents. Receipt of addenda shall be acknowledged by the Proposer on the Proposal Form (Section 4). Addenda will be furnished to each recipient of the Proposal Documents.

3.2 DURATION OF PROPOSAL

In consideration of the City's evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to the City, and shall remain open for acceptance by the City for a period of at least one hundred and twenty (120) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

3.3 PROPOSER'S SECURITY

The Proposal shall be accompanied by refundable security in the form of a Certified Check or Money Order ("Proposer's Security") made payable to the order of "The City of Philadelphia" in the amount of Five Thousand Dollars (\$5,000.). Failure to submit the required Proposer's Security with the Proposal will result in the Proposer's disqualification from consideration. Proposer's security will only be refunded without interest, to the unsuccessful Proposer(s) after execution of a final contract or at the conclusion of this RFP process. Any Proposer which has not been released from its Proposal by the City or which refuses to execute a contract, deliver bonds, insurance, etc. in conformity with the City's requirements, may forfeit some or all of such Proposer's Security as liquidated damages.

Each proposal shall constitute an offer by the Proposer to install, operate and maintain luggage carts and related equipment at the Airport in accordance with this RFP and the License Agreement. The Proposer's Security shall be returned to the proposer, without interest, if its proposal is rejected.

After negotiation pursuant to Paragraph 5.2 and upon the execution of the License Agreement and the compliance with all initial requirements, the Proposal Security will be returned to the successful proposer, as well as to all the unsuccessful proposers, without interest. In the event that the Proposer whose proposal is accepted by the City fails to execute the Agreement and to comply with all initial requirements within fifteen (15) days of the City's acceptance of such proposal and delivery to such proposer of the Agreement for execution, the Proposal Security shall be retained by the City as liquidated damages for such failure, the proposal previously accepted by the City shall be deemed rejected, and neither the City nor such proposer shall have any further rights or liabilities with respect to such proposal. Notwithstanding the above, the City shall have the right to extend such fifteen (15) day period in its sole discretion.

The date that the Proposer's receipt of the notification is confirmed by the City, is referred to herein as the "Award Notification Date."

3.4 PROPOSER'S RESPONSIBILITY

The Proposer shall carefully examine the terms of the Proposal Documents and shall investigate and inspect the airport facilities at PHL, and shall judge for itself all of the circumstances and conditions affecting its Proposal. The City will endeavor to present accurate information, but Proposers are advised to independently verify the accuracy of any information received.

3.5 GENERAL INFORMATION

Certain general information (Section 6), and the Attachments are provided in this RFP to assist Proposers in preparing their Proposals. This material is provided for informational purposes only; the City cannot and does not make any representation or warranty with regard to the information contained therein, including without limitation, the actual or projected number of enplanements and deplanements at PHL. Proposers are advised to use their own analysis and judgement in determining the potential for such activity at PHL.

3.6 CONTRACT REQUIREMENTS

The City will select a Proposer to negotiate an agreement for the development and management of a Self-Service Luggage Carts Program at PHL. The City will require that the agreement include, among other things, indemnification requirements, insurance, surety bond (or letter of credit) and construction payment and performance bonds. The agreement will also require the successful Proposer to comply with the List of Specific Laws attached hereto as Attachment C.

Further the Successful Proposer will be required to comply with Section 17-701 of the Philadelphia Code regarding payment of an agreement preparation fee to the City; this fee is waived for non-profit corporations. Section 17-701 establishes a fee schedule for agreement preparation that is based upon the amount of the agreement.

3.7 GENERAL DISCLAIMER

This RFP does not commit the City to award an agreement. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Proposer to this RFP, or any future Proposer to any RFP that may be issued by the City, is intended to be granted any rights hereunder.

Any proposal and other materials submitted in response to this RFP, including written documents and verbal communications, may be subject to public disclosure by the City, or any authorized agent of the City. Any proposal or other materials submitted, or ideas elicited, in response to this RFP shall be the sole and absolute property of the City, and the City shall have title thereto and unrestricted use thereof. The City is not liable for any costs associated with the development, preparation, or presentation of any proposal or material submitted in response to this RFP.

Neither the City, nor any of its respective agents, employees or representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information contained in the RFP or any other information (whether communicated in written or oral form) transmitted or made available to prospective Proposers. The City expressly disclaims any and all liability relating to, or resulting from the use of this RFP or such other information by a prospective Proposer. Any prospective Proposer must satisfy itself with respect to verification of information contained in the RFP.

Section 4

PROPOSAL FORMAT AND CONTENT

[PLACE THIS SECTION AT THE FRONT OF YOUR PROPOSAL PACKAGE]

4.1 PROPOSAL FORM

INSTRUCTIONS: The information and materials requested in this Section 4 must be completed in accordance with the terms and conditions of these Proposal Documents. One (1) original and eight (8) copies of the Proposal must be submitted to the address listed in Section 1.

4.1.1 FINANCIAL CONSIDERATION

The Consideration to be paid to the City will be the greater of :

\$_____ : Minimum Annual Guarantee (“MAG”); or

_____ percent (##%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Submitted by:

[Please type or print]

Name: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

The Undersigned Proposer hereby submits to the City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop a Self Service Luggage Carts Program at Philadelphia International Airport as described herein and in the attached documents.

4.2 QUALIFICATIONS STATEMENT

The undersigned gives the following assurances, representations and covenants that the Proposer is fully qualified to develop a Self Service Luggage Carts Program at PHL. The undersigned further swears and affirms that the following information is true, accurate and complete.

4.2.1 Business Experience

A. The Proposer has developed and managed a Self Service Luggage Carts Program in the United States for a period of _____ continuous years.

B. The Proposer has operated under its current name since _____, a period of _____ years, and the Proposer (if such be the case) formerly operated under the name:

_____.

The Proposer submits herewith the following list of five (5) persons or businesses who have knowledge of the Proposer's ability to successfully perform the agreement for which this Proposal is submitted.

REFERENCE NO. 1

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of
Association: _____

REFERENCE NO. 3

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of
Association: _____

REFERENCE NO. 4

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

REFERENCE NO. 5

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

4.2.2 Financial Information

- A. If the Proposer requests that the City receive and maintain any of the following financial information in confidence, the Proposer understands that such information may not be exempt from disclosure under the Philadelphia Home Rule Charter, the Pennsylvania Right to Know Act and the Freedom of Information Act. The Proposer agrees that the City may make such disclosure or reproduce such financial information as is deemed necessary or convenient by City, its officers, agents, or employees, for City's use in Proposal evaluation and comparison; provided, however, that if any person makes a request as contemplated by the Philadelphia Home Rule Charter and/or Pennsylvania Right to Know Act to review or be provided with copies of such financial information or any part thereof, and City denies such requests, immediately upon notification thereof, the Proposer shall, at its sole cost and expense, defend the City and its officers, agents, and employees against any action resulting from denial of such request. If the Proposer fails to promptly provide such defense, the City, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action, whether in law or in equity, that it may have against the City respecting such disclosure.

The Proposer agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from City's or Proposer's acts or omissions pursuant to this Paragraph 4.2.2A.

- B. The undersigned herewith submits an audited financial statement for the three (3) most recently completed fiscal years. Each such statement bears the certification of the independent Certified Public Accountant (CPA) who originally audited and certified such statements. The CPA's certification must certify and attest to the accuracy of such statements and that the statements represent the results of the application of generally accepted accounting principles.

In the absence of audited financial statements, the Proposer should submit the best available information, which will permit the City to assess the Proposer's financial capability and current fiscal operating position.

- C. The Proposer has never () has () [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)
- D. The Proposer has never () has () [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan

(Chapter 13). If the response is in the affirmative, provide the following information:

- (1) Date petition filed
- (2) Case No. and jurisdiction
- (3) Amount of liabilities and debts
- (4) Date of discharge or successful completion of reorganization or wage earner's plan

E. The Proposer submits herewith the following list of at least three (3) persons or firms with whom the Proposer has conducted significant financial transactions during the past two (2) years and who may be contacted by the City. If firms are used, give the name of the department and/or person whom we may contact. Proposers must attach a letter of reference from each of the persons or firms listed below.

REFERENCE NO. 1

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

Department: _____

Address: _____

REFERENCE NO. 2

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

Department: _____

Address: _____

REFERENCE NO. 3

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

Department: _____

Address: _____

F. The Proposer's bank references are:

	Name	Address
1.	_____	_____
2.	_____	_____
3.	_____	_____

The undersigned herewith submits a letter from _____

_____ indicating that the Proposer has an
(name of financial institution)

available working line of credit of no less than One Million Dollars (\$1,000,000.), or other evidence of Proposer's capital sufficient to permit it to meet the obligations contemplated by its Proposal.

4.2.3 FELONY CONVICTIONS

A. Attached hereto on a separate sheet, the Proposer submits information concerning any felony convictions (for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each corporate officer and major shareholder if Proposer is a corporation).

FELONY CONVICTIONS

Name	Date	Offense	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Proposer agrees that the City’s evaluation of the Proposer’s responsibility under this Proposal will include an evaluation of the information furnished above for the purpose of determining whether the Self Service Luggage Carts Program as proposed by the Proposer would be developed, managed and operated in a law-abiding manner and in a manner not subjecting the City or members of the traveling public to risk of harm or criminal, deceitful, or otherwise unethical practices.

The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania and City of Philadelphia, or will obtain proper authorization to do so before executing an agreement and furnishing the required performance bond or letter of credit.

4.2.3.A General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer’s business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer.

4.3 BUSINESS ORGANIZATION STATEMENT

4.3.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

- Corporation
- Partnership
- Individual
- Joint Venture

4.3.2 CORPORATION STATEMENT

If a corporation, answer the following:

Date of Incorporation: _____

Location of Incorporation: _____

Is the corporation authorized to do business in Pennsylvania? Yes () No ()

If so, as of what date? _____

The corporation is held: Publicly () Privately ()

Furnish the name, title, and address of each director and officer of the corporation.

DIRECTORS

	Name	Address	Principal Business Affiliation Other than Proposer's Directorship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

SHAREHOLDERS

	Name	Address	Number of Shares Owned
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

OFFICERS

	Name	Position
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

4.3.3 PARTNERSHIP STATEMENT

If a partnership, answer the following:

Date of organization: _____
General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

Date Book Page County State

Has the partnership done business in the Commonwealth of Pennsylvania?

Yes () No ()

When? _____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%
6.	_____	_____	_____%

4.3.4 JOINT VENTURE STATEMENT

If a joint venture, answer the following:

Date of organization: _____

Joint Venture Agreement recorded? Yes () No ()

Date Book Page County State

Has the joint venture done business in the Commonwealth of Pennsylvania?

Yes () No ()

When? _____

Name, address of each joint venturer and percent of ownership of each:

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%

4.4 PROPOSAL FOR DEVELOPMENT AND MANAGEMENT OF A SELF SERVICE LUGGAGE CARTS PROGRAM AT PHILADELPHIA INTERNATIONAL AIRPORT.

4.4.1 Proposed Development Plan

Please attach your proposed development plan, consistent with the Objectives in Section 2.2, for a Self Service Luggage Carts Program.

4.4.2 Proposed Management Plan

Please attach your proposed management plan for the management of the Program, which addresses, at the least, all of the items set forth below in the order listed.

1. A description of the proposed management structure and schedule of personnel, including resumes of the management personnel that would be assigned to PHL, along with their experience and qualifications.
2. A description of the proposed scope of operation, including a detailed plan with an inventory of equipment, i.e., luggage carts, Cart Management Units, collector units, tug units, etc.
3. A description of the marketing program the Proposer intends to use, including an estimated annual budget.
4. A description of the Proposer's service philosophy and how it will be implemented at PHL.

4.4.3 Proposed DBE Plan

Please attach a proposed DBE Plan as required by Section 2, and Attachment D.

4.5 WARRANTIES BY PROPOSER

1. The Proposer's Qualifications Statement has been completed to the best of the Proposer's ability, and the Proposer swears that all information contained herein is true, correct and complete to the best of the Proposer's knowledge, information and belief.
2. By submission of this Proposal, the Proposer acknowledges that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Qualifications Statement, and Proposer authorizes the release to the City of any and all information sought in such inquiry or investigation.

3. The Proposer declares by the submission of this Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against the City; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer's Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer's general business.
4. The Proposer agrees that the entire agreement for which this Proposal is submitted shall consist of the following documents, referred to collectively as the Proposal Documents: The Solicitation - Notice to Proposers; The Business Opportunity; Instructions to Proposers; Proposal Format and Content; Proposal Evaluation, Negotiation and Contract Award; General Information; and Attachments. Additionally, include all addenda issued prior to the deadline for receipt of Proposals.

All Proposals are the property of the City.

5. Receipt of the following addenda is acknowledged, if applicable:

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposals issued by the City of Philadelphia, Procurement Department, for the Development and Management of a Self Service Luggage Carts Program at Philadelphia International Airport.

PROPOSER:

DATE: _____
(Corporate Seal if Applicable)

Name of Proposer

By: _____
(signature)

Name: _____

Title: _____

Attest: _____
(signature)

Name: _____

Title: _____

[Add signature lines as
necessary below.
See Section 3.1 (D)]

Mailing Address:

Section 5

PROPOSAL EVALUATION, NEGOTIATION AND CONTRACT AWARD

5.1 PROPOSAL EVALUATION DISQUALIFICATION OF PROPOSERS

Proposals submitted by responsible proposers and which the City determines, in its sole discretion, are responsive to this RFP will be reviewed by a selection committee consisting of representatives selected by the Procurement Department. The City reserves the right to request proposers to make one or more presentations to the selection committee, in City offices, addressing their ability to achieve the objectives of this RFP, and reserves the further right to conduct on-site investigations of the proposer's facilities. Concession fees to the City is a material factor, but not the sole or necessarily the determining factor in proposer selection. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible proposer offering the highest concession fee. A contract will be awarded to the proposer whose proposal the City determines, in its sole discretion, to be in the best interest of the City. Evaluation factors to be considered include, but are not necessarily limited to, those set forth in section 2.3 herein, and may also include any other factors which the City considers relevant to the evaluation of the proposal. No particular order of importance or other priority is intended by the order of the factors listed in Section 2.3 herein.

5.2 QUALIFICATION OF PROPOSERS

The City will carefully consider the Proposer's qualifications, experience, proposed financial consideration, financial responsibility, equipment plan, operations, marketing and management plan, and DBE plan in evaluating each Proposal. In the City's evaluation, the Proposal as a whole may bear more weight than the individual parts. Proposers must have successfully developed and managed in at least one other site for at least three (3) years.

Following the City's review of the submitted Proposals by the Airport's Evaluation Committee, the City may select one or more Proposers with which to negotiate. The City shall notify Proposer(s) of selection for negotiations. The date that the Proposer's receipt of the notification of selection for negotiation is confirmed by the City, is referred to herein as the "Award Notification Date."

Within ten (10) calendar days of the Notification Date or such longer period as the City may authorize in writing, the Proposer(s) shall meet with the City's designated representative(s) at the places and at such times designated by the City, to negotiate, in good faith, the terms and conditions of an agreement in accordance with the terms of these Proposal Documents.

If within thirty (30) calendar days of the Notification Date (or such later date as the City may authorize verbally or in writing), the City and the selected

Proposer have not agreed to the terms of an agreement, the City may reject the Proposal submitted by the selected Proposer and if, in the City's judgement, the Proposer did not negotiate in good faith, the Deposit shall become the property of the City as liquidated damages, and not as a penalty. Otherwise, the Deposit will be returned to the Proposer. Upon rejection of the Proposal of a selected Proposer, the City, at its option, may either: (a) proceed to negotiate an agreement with any other Proposer, or (b) reject all remaining Proposals submitted in response to this RFP with or without issuing another RFP.

If awarded the agreement, The Successful Proposer shall be authorized, and licensed as required, to do business in the Commonwealth of Pennsylvania, or shall obtain such authorization, and license as required, prior to execution of the agreement and furnishing of any required surety bond, or letter of credit.

Respondents to this RFP are subject to the City Charter, Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.)

All respondents to this RFP are required to abide by Executive Order No. 0002-04 (paragraph 7) prohibiting City Employees from accepting gifts or gratuities.

All respondents are required to disclose any potential conflict in accordance with Sections 10-100 and 10-102 of the Philadelphia Home Rule Charter relating to the prohibition of City employees having a financial interest in the entity entering into a contract or agreement with the City.

The Successful Proposer must execute a Certificate of Non-Indebtedness, which is a requirement to all City contracts.

5.3 DISQUALIFICATION OF PROPOSERS

A. If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for developing and managing the Self Service Luggage Carts Program, will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered.

- B. No Proposal shall be received from, or agreement awarded to, any City employee or official who may have any direct or indirect interest in such submitted Proposal or agreement.
- C. In the event that only one proposal is received by the City in response to this request, the City reserves the right to reject the proposal and to begin the proposal process anew.

5.4 RESERVATION OF RIGHTS AND PREPARATION OF PROPOSAL

- 1. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by the City, is intended to be granted any rights hereunder.

Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City, or any authorized agent of the City and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof. As such, proposals submitted to the City in response to this RFP will not be returned to any proposer.

- 2. The City reserves the right to reject as informal or non-responsive any Proposal that, in the City's sole judgement, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains erasures, alterations, ambiguities or items of work not called for by this RFP.
- 3. Without limiting the generality of any other provision of this RFP, the City reserves the right, at any time prior to execution of an agreement with the Successful Proposer, to exercise all or any of the following rights and options, which rights and options the City may exercise to the extent that City, in its sole discretion, deems to be in its best interests:
 - To reject the Proposal of any Respondent that submits and incomplete or inadequate proposal;
 - To reject any Proposal submitted from Respondents who fail to meet the minimum qualification criteria or who fail to satisfy the submission requirements;
 - To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;
 - To accept or reject any and all Proposals in the best interest of the City;

- To re-issue this RFP without change or modification;
- To supplement, amend, substitute or otherwise modify this RFP or to re-issue this RFP. In any RFP for similar services that may be issued subsequent to this RFP, to require terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- To cancel this RFP with or without issuing another RFP;
- To request additional information or more detailed information from a Respondent, including information inadvertently omitted by a Respondent;
- To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by the City;
- To request clarifications of any unclear Proposal;
- To negotiate any or all of the terms of a Respondent's Proposal, or more than one Respondent's Proposal;
- To negotiate for acceptable terms in an otherwise unacceptable Proposal;
- To negotiate simultaneously with more than one Respondent, or to negotiate with several Respondents seriatim. The City may discontinue negotiations with one Respondent at any time and enter into negotiations with another Respondent at any time;
- Through negotiations, to enlarge or reduce the scope of services or to change other items that are material to the RFP. In that event, the City shall not be obligated to inform other Respondents of the changes, unless the City, in its sole discretion, determines that doing so is in the City's best interest;
- To award a contract in whole or in part, or make multiple awards, or pursue initiatives on its own;
- To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable of satisfying the requirements in the RFP, or that is otherwise not a responsible Respondent;
- To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;
- To waive any informality, technicality, defect, non-responsiveness, or deviation from the requirements of this RFP;

- To not proceed with the process described in this RFP, or to change any time schedules set forth herein;
 - To permit, reject, or require, in the City's absolute discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections to Proposals by some or all of the Respondents following their submission of Proposals;
 - To conduct such investigations as the City consider appropriate with respect to the qualifications of each Respondent and any information contained in its Proposal.
 - To not enter into an agreement pursuant to this RFP.
4. The City intends to enter into contract negotiations with the selected Proposer. However, the City reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. The City reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, the City shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless the City, in its sole discretion, determines that doing so and permitting such is in the City's best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), the City reserves the right to discontinue negotiations with the recommended Proposer(s) and other Proposers may be asked to enter into negotiations or the City may solicit new Proposals or issue a new Request for Proposals.

5.5 ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP

The Proposer, by submitting its Proposal, expressly acknowledges and agrees to all terms and conditions set forth in this RFP.

5.6 AWARD

The City intends to award the agreement to the Proposer whose Proposal best satisfies the criteria set forth in Paragraph 2.3, and is otherwise in the best interest of the City. The determination of award shall be made by the City, in its sole discretion, which decision shall be final. The City may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary. The City may request submission of additional information to assist it in evaluating a Proposal, and the Proposer shall cooperate fully with such request.

The contract resulting from this RFP will be awarded to the qualified Proposer whose Proposal the City believes will be the most advantageous to the City. The City may condition an award on the successful Proposer's agreement to

such terms and conditions as required by the City including, but not limited to, the City's indemnification and insurance requirements.

Section 6

GENERAL INFORMATION

6.1 THE CITY OF PHILADELPHIA AIRPORT SYSTEM

Philadelphia International Airport (PHL) and Northeast Philadelphia Airport (PNE) together compose the City of Philadelphia Airport System, owned and operated by the City. Philadelphia International Airport is classified as a large air traffic hub by the Federal Aviation Administration (FAA).

6.1.1 Philadelphia International Airport

PHL opened in 1940 and serves residents of and visitors to a broad geographic area that includes portions of four states: Pennsylvania, New Jersey, Delaware, and Maryland, consisting of the Philadelphia Primary Metropolitan Statistical Areas (the Philadelphia Area). PHL is located partly in the southwestern section of the City and partly in the northeastern section of Delaware County, 7 miles from Center City Philadelphia. According to official 2005 figures, PHL is currently the 15th busiest airport for passenger traffic in the United States, serving 31.5 million passengers.

6.1.2 International, Domestic, & Regional Terminals and Parking Facilities

Terminal A-West, The International Terminal – This state-of-the-art international terminal has four levels, contains twelve (12) widebody gates, one (1) narrow-body gate, a ticketing lobby, baggage handling facilities, concession space, and U.S. Customs and Border Protection (CBP) facilities. The International Terminal is about 800,000 square feet of operational space. PHL's total area is 2,415,000 square feet. All of The International Terminal lies within Tinicum Township, Delaware County. US Airways is the hub carrier at PHL and many of US Airways' international passengers connect with other flights. As part of this terminal building, U.S. Customs and Border Protection (CBP) facility accommodates an average of approximately 1,100 passengers per hour during the peak travel season.

Terminals A-East, B, C, D and E, The Domestic Terminals - The domestic terminals consist of five terminal building units containing 1,430,000 square feet of space. Each unit has a connecting concourse, baggage claim area and terminal building. Ticketing and baggage claim operations occupy the ground-level roadway. Airline operations facilities and baggage make-up areas are located on the ground-level of the terminal buildings and in the concourses. Concessions are located throughout the public areas on two levels of the terminal building. There is a 45,000 square foot food/beverage and retail gallery between Terminals B and C. The Philadelphia Airport Marriott Hotel, a

first class upscale hotel, connects directly to Terminal B and structural parking via walkways. PHL is currently working on the expansion and enhancement of Terminal A-East. This work included the expansion of the Security Checkpoint from five (5) to eight (8) lanes. Terminals D and E are also expanding to consolidate these two buildings, provide a total of 220,000 square feet of new space, which will include three (3) new airline gates in Terminal E, 22 new ticketing positions, 131,500 square feet of new space in a consolidated baggage claim building and 14 new security checkpoint lanes.

Terminal F, The Regional Terminal – This regional terminal, located east of Terminal E, contains gates for 38 commuter aircraft parking positions, is capable of accommodating the Regional Jet (RJ) aircraft, contains a ticketing area, baggage handling facilities, and concession space, all at ground level. The facility also includes second-level structures connecting to Terminal E and the parking facilities. Terminal F has a large central hub to accommodate the needs of commuter passengers with a mix of food, beverage and news/gift concessions.

Parking Facilities - PHL offers more than 18,000 total public parking spaces operated by the Philadelphia Parking Authority. There are four garages located at Terminals A-West / A-East / B; C; D and E / F, along with surface parking lots.

6.1.3 Enplanements

29 passenger airlines, provide non-stop service to more than 120 domestic and international destinations, including 11 major and national airlines, 12 regional airlines, 5 foreign flag carriers and charter airlines. In addition, 6 all-cargo airlines provide service at Philadelphia International Airport. PHL ranks 15th in the nation in passenger traffic (31.5 million in 2005), 9th in aircraft operations (more than 535,660 takeoffs and landings). Recent historical airline traffic is summarized in Attachment B

6.2 LOCATION AND ACCESS

PHL is approximately 7 miles south of Center City Philadelphia. There is convenient freeway access for ground transportation to Center City Philadelphia, which is approximately 15 minutes by surface vehicle from both PHL and PNE.

6.3 PHL FACILITIES

Philadelphia International Airport contains approximately 2,302 acres that the City owns in fee simple, subject only to liens or encumbrances that do not interfere with the orderly operation of the Airport. PHL is adjacent to Interstate 95 and is served by a high-speed commuter rail line with direct service to Center City Philadelphia. This rail line is operated by the Southeastern Pennsylvania Transportation Authority (SEPTA).

6.3.1 Airfield

The airfield consists of parallel Runways 9L-27R and 9R-27L, crosswind Runway 17-35, and our commuter runway 8-26 all having interconnecting taxiways and aircraft parking aprons. Runway 9R-27L is capable of handling the largest commercial aircraft currently operated by the scheduled airlines.

<u>Runway</u>	<u>Length (feet)</u>	<u>Width (feet)</u>
9R-27L	10,500	200
9L-27R	9,500	150
17-35	5,460	150
8-26	5,000	150

6.3.2 Cargo Facilities

Cargo Facilities

Air cargo facilities are located in seven major structures in the airport's Cargo City area located at the western end of the airport. Facilities that constitute Cargo City consist of the following:

- The U.S. Postal Service operates an Air Mail Facility totaling 1,310,109 square feet including a 199,781 square-foot ramp area.
- American Airlines and United Airlines operate a 69,354 square-foot facility with an associated 135,000 square-foot ramp area. Federal Express also utilizes an additional 30,000 square-foot ramp at this location.
- US Airways operates a 99,210 square-foot cargo facility with an associated 176,400 square-foot ramp. In addition, US Airways also operates a 109,650

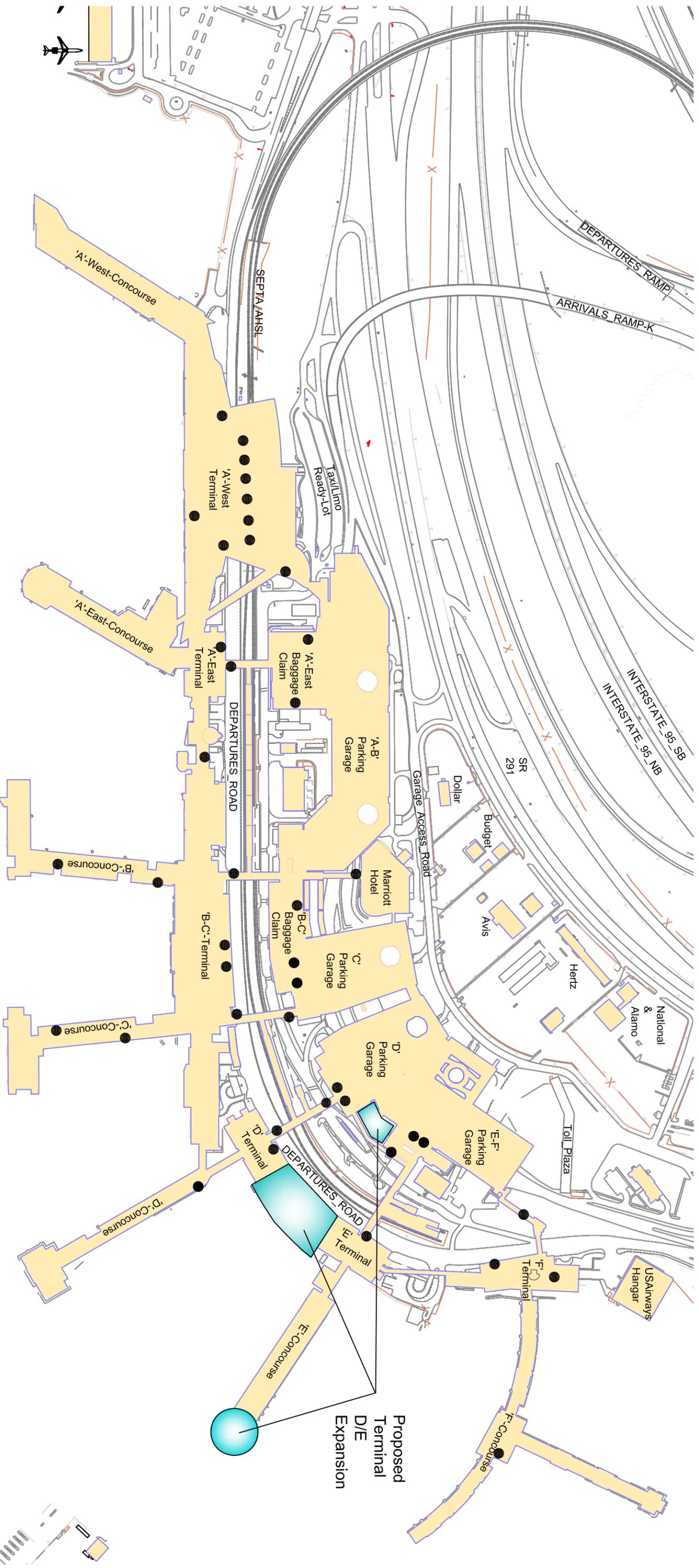
square-foot aircraft maintenance hangar with an associated 165,000 square-foot ramp area which is located in the Cargo City area.

- Aero Philadelphia manages two facilities consisting of a 93,840 square-foot building, a 118,500 square-foot ramp, a 74,460 square-foot building and a 94,500 square-foot ramp which both house several different tenants, including Federal Express.
- The Ridgely Group manages a 45,400 square-foot facility with an associated 143,000 square-foot ramp that houses several different tenants, including US Airways and American Airlines.
- AMB/AFCO Cargo West*Pac, LLC, of McLean, Virginia, manages 8.8 acres, including an 83,000 square-foot building and a 271,866 square-foot ramp that houses several different tenants.
- In addition, United Parcel Service (UPS) operates a major east coast hub package handling and sorting facility employing approximately 3,000 people on a 212-acre site adjacent to PHL. The facility includes a 675,000 square-foot single-floor main building, an 34,000 square-foot aircraft and ground equipment maintenance building and a 2,164,800 square-foot apron area.

6.3.3 Outside Terminal Area

The Outside Terminal Area at PHL contains four parking garages and surface parking lots. Seven rental car companies (Alamo, Avis, Budget, Dollar, Enterprise, Hertz and National) lease parking areas and areas adjacent to the building for rental car pickup and return.

Four parking garages operated by the Philadelphia Parking Authority are adjacent and connected to the terminal buildings by walkways. The garages and surface area parking contain more than 18,000 automobile parking spaces



- LOCATIONS OF CURRENT CART MANAGEMENT UNITS

REVISIONS:

NO.:	DATE:	DESCRIPTION:	BY:

TITLE:

ATTACHMENT 'A'

DATE: 9/19/06

SCALE:

DRAWING NO.:

ATTACHMENT B

City of Philadelphia Aviation Division Passenger Traffic Analysis For Luggage Carts License Agreement

<u>Calendar Year</u>	<u>Passenger Traffic</u>
2002	24,799,470
2003	24,671,075
2004	28,507,420
2005	31,495,385
2006	31,337,908 a.
2007	32,434,735 b.

a. 0.5% decrease over 2005 based on July 2006 calendar year-to-date actuals.

b. 3.5% increase over 2006 projection based on projections for Marketplace/Redwood MAG calculation.

ATTACHMENT C

LIST OF SPECIFIC LAWS

Non-Discrimination. The agreement between the Successful Proposer and the City will be entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the agreement, the Successful Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City will be permitted to, in addition to any other rights or remedies available under the contract, at law or in equity, terminate the contract.

Fair Practices. The Successful Proposer shall, in performing the agreement, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as each may be amended from time to time, both of which prohibit, among other things, discrimination against individuals because of race, color, sex, sexual orientation, religion, national origin, ancestry, age, handicap (including but not limited to Human Immunodeficiency Virus infection), marital status, presence of children or source of income, in employment, housing and services in places of public accommodation. In the event of such discrimination, the City will be permitted, in addition to any other rights or remedies available under the contract, at law or in equity, to terminate the contract.

The Philadelphia Code, Chapter 17-400.

(a) In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, the Successful Proposer will be required to agree that it shall not pay or reimburse membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry. Any violation of this provision shall constitute a substantial breach of the contract entitling the City to all rights and remedies provided in the contract or otherwise available at law or in equity.

(b) The Successful Proposer must also agree to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code. Any violation of this provision shall constitute a substantial breach of the contract entitling the City to all rights and remedies provided in the contract or otherwise available at law or in equity.

Federal Laws. The Successful Proposer will be required to comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d et seq.), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), and 45

C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Affirmative Action. If required by the City, the Successful Proposer will agree to provide to the City, no later than January 31 of each year, an annual report describing the increase or decrease in the numbers of minority and female employees during the preceding calendar year, or contract period if less than a calendar year, in each of the following three categories:

- (a) rank and file employees (other than supervisors and managers);
- (b) supervisors (first level supervisors);
- (c) managers (all managerial personnel other than first level supervisors).

Americans With Disabilities Act. The Successful Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Proposer's agreement with the City or from activities or services provided under the agreement with the City. The Successful Proposer will agree to comply with all provisions of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act may be amended from time to time, which are applicable (a) to the Successful Proposer; (b) to the benefits, services, activities, facilities, and programs provided in connection with the contract; (c) to the City or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities, and programs of the City or of the Commonwealth; and (e) if any funds under the contract are provided by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities, and programs applicable to the contract. Without limiting the generality of the preceding sentence, the Successful Proposer shall comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the "Americans With Disabilities Act", as they may be amended from time to time, which are applicable to the benefits, services, activities, facilities, and programs provided by the City through contracts with outsider contractors.

The Philadelphia Code, Section 17-104

(a) In accordance with Section 17-104 of the Philadelphia Code, the Successful Proposer will be required to agree that (1) the Successful Proposer (including any parent company, subsidiary, exclusive distributor or company affiliated with the Successful Proposer) does not have and will not have at any time during the term of the contract awarded pursuant to this process (including any extensions of the term), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under the contract will originate in Northern Ireland, unless the Successful Proposer has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of the contract awarded pursuant to this process, the Successful Proposer must agree that it will not use any suppliers, subcontractors or

subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(c) The Successful Proposer must agree to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Successful Proposer must understand and agree that any false certification or representation in connection with this Section 17-104 and any failure to comply with its provisions shall constitute a substantial breach of the contract awarded through this process and entitles the City to all rights and remedies provided in the contract or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, the Successful Proposer must understand that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. §4904.

Limited English Proficiency. The Successful Proposer must understand and agree that no individual who is limited in his or her English language proficiency shall be denied access to services provided under the contract awarded through this process on the basis of that limitation. The Successful Proposer will be required to comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to the Successful Proposer; (b) to the benefits, services, activities and programs provided in connection with the contract; (c) to the City, or the Commonwealth of Pennsylvania; and (d) to the benefits and services, activities and programs of the City or of the Commonwealth, and if any benefits under the contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, the Successful Proposer will be required to comply with 45 C.F.R 80 et seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

Certificate of Non-Indebtedness. The Successful Proposer will be required to sign a certification of non-indebtedness to the City as follows:

Successful Proposer hereby certifies and represents that Successful Proposer]and Successful Proposer's parent company(ies) and subsidiary(ies) are not currently indebted to City and will not at any time during the term of this Agreement (including any extensions or renewals thereof) be indebted to City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to City has been established. In addition to any other rights or remedies available to City at law or in equity, Successful

Proposer acknowledges that any breach or failure to conform to this certification may, at the option of City, result in the withholding of payments otherwise due to Successful Proposer and, if such breach or failure is not resolved to City's satisfaction within a reasonable time frame specified by City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case Successful Proposer shall be liable for all excess costs and other damages resulting from the termination).

The Successful Proposer shall also require each of its subtenants and subcontractors to sign similar certifications of non-indebtedness.

ATTACHMENT D

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS RELATING TO PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN CITY AIRPORT CONCESSIONS CONTRACTS

1. **Policy.** This invitation and proposal is issued under the Regulations of the U.S. Department of Transportation ("U.S. DOT"), 49 C.F.R. Parts 23 and 26, as amended. It is the policy of the City of Philadelphia and U.S. DOT that disadvantaged business enterprises ("DBE(s)"), as defined in 49 CFR Part 26, as amended, shall have a fair opportunity to participate in the performance of airport concessions contracts. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, which concerns participation by airport concessionaire disadvantaged business enterprises (ACDBEs) in the concession activities of airports receiving Federal financial assistance from the Federal Aviation Administration, which funds were authorized and issued under Title 49 of the United States Code since 1988. All forms, information and documentation submitted are subject to the penalties of 18 U.S.C.S. 1001 relating to false statements and 18 Pa.CS.A 4904 relating to unsworn falsification to authorities.

2. **49 CFR Part 23 Nondiscrimination and Assurances.** This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The successful proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

3. **DBE Participation.** There is no numeric ACDBE Goal established for this bid, but Proposers are required to use good faith efforts to include DBE participation in this proposal. Proposers are required to submit the following with their proposal:

a. A Schedule For Participation demonstrating any DBE participation commitments that Proposer has achieved; or

b. A Request For Good Faith Efforts Review, demonstrating that Proposer has made good faith efforts to include DBEs in its proposal.

The Schedule For Participation or, when necessary, a Request For Good Faith Efforts Review, become part of the Proposer's proposal and is an element of responsiveness to the proposal. **The failure to submit either a Schedule For Participation or a Request For Good Faith Efforts Review shall result in rejection of the proposal.** The City reserves the right to permit the proposer to submit a Request For Good Faith Efforts Review at any time prior to award of a contract in order to evaluate whether the proposer made good faith efforts.

4. **Counting DBE Participation.** The Schedule For Participation (if any) must contain the name and address of each DBE, a detailed description of the work (including a supply effort) to be performed by each named DBE and the percentage and dollar amount of participation. An entity wishing to participate as a joint venture DBE shall, in addition to the Schedule For Participation, complete and submit a Joint Venture Eligibility Information Form available at the Office of the Minority Business Enterprise Council ("MBEC"). Listing of a DBE on the Schedule For Participation or a Schedule For Partial Participation accompanying a Request For Good Faith Efforts Review, constitutes a representation by the Proposer that the DBE is capable of completing the subcontract with its own work force and that the Proposer has made a binding commitment with such firm prior to submission of the proposal. Such a listing is also a representation that if the Proposer is awarded the contract, the Proposer will subcontract with the listed DBE(s) for the work described and dollar/percentage amount(s) set forth in the proposal submission. Proposer will be required to submit written confirmation from the DBE(s) participating in the contract as provided in the Proposer's commitment.

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a. Any DBE listed on the Schedule For Participation or the Schedule For Partial Participation accompanying a Request For Good Efforts Review must be certified **before** the time of proposal submission. Proposers may list on the Schedule For Participation **only** firms that are currently certified as a DBE by the Pennsylvania Unified Certification Program (PaUCP). PaUCP maintains a directory of certified DBEs classified according to NAIC codes. This Directory is accessible online at www.paucp.com. Proposer shall not receive credit towards DBE participation or good faith efforts by using other certification directories (e.g., MBEC Directory of Certified Firms, Pennsylvania Department of General Services BMWBO Directory).

b. If a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward DBE participation to the extent provided below:

i. Count toward the DBE participation only that portion of the total dollar value of a contract with a joint venture equal to the percentage of DBE ownership and control in the joint venture. The DBE joint venture partner must be responsible for a clearly defined portion of the work and must share in the risks and profits of the joint venture commensurate with its ownership interest in the joint venture.

ii. Count toward the DBE participation only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the City will evaluate the amount of work subcontracted, industry practices, and other relevant factors. Where a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

iii. Count toward the DBE participation sixty percent (60%) of expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer and count towards the DBE participation one hundred percent (100%) of expenditures to a DBE manufacturer:

1) A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

2) A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business. A DBE regular dealer is a firm that engages in, as its principal business and in its own name, the purchase and sale of the products in question. A DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. DBE brokers and DBE packagers shall not be regarded as DBE manufacturers or DBE regular dealers within the meaning of this paragraph.

iv. Any services to be performed by a DBE are required to be readily identifiable to the project. Count towards DBE participation the following expenditures to DBE firms that are not DBE manufacturers or DBE regular dealers:

1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the DBE hauler, DBE trucker, or DBE delivery service is not also the DBE manufacturer of or a DBE regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

ATTACHMENT D

3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5. **Good Faith Efforts Review and Proposer Appeal.**

a. If the proposer does not make any DBE participation commitments, it must file a Request For Good Faith Efforts Review as indicated above, documenting its good faith efforts to include DBE participation commitments in the proposal. Good faith efforts are those efforts undertaken by Proposer which, by their scope, intensity and appropriateness, can reasonably be expected to achieve DBE participation. Factors to be considered shall include, but not be limited to, soliciting interest of DBEs at pre-proposal meetings; negotiating in good faith with interested DBEs; providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in an expeditious manner; and, selecting portions of work or material needs consistent with the available DBE subcontractors and suppliers.

b. If the City determines that the Proposer failed to make good faith efforts the Proposer will be notified and may file a written appeal for administrative reconsideration to the City within forty-eight (48) hours of the date of notification; Proposer is not permitted to submit new or additional documentation of good faith efforts in connection with its appeal. Reconsideration will be made by a City official who did not participate in the original determination that proposer failed to make good faith efforts. The result of the reconsideration process is final and is not administratively appealable to the U.S. Department of Transportation.

6. Post Award Obligation. All contractors and subcontractors are hereby advised that their compliance with the requirements for participation by DBEs is material to the contract. Failure to carry out the requirements herein constitutes a substantial breach of contract and, after notification to the U.S. DOT, may result in termination of the contract, suspension, being barred from bidding on and/or participating in City and U.S. DOT funded contracts for up to three (3) years, and/or any other remedy available in law or equity.

a. The successful Proposer is required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. All such substitutions require the prior written approval of the City. Similarly, in the event the successful Proposer's contract is increased by change order (sometimes referred to as a modification) and/or amendment, the successful Proposer is required to make good faith efforts to include DBE participation on such change order or amendment.

b. The successful Proposer is required to make prompt payment to each subcontractor for satisfactory performance of its contract. Any delay or postponement of payment may occur only for good cause following written approval of the awarding City department. This provision applies to both DBE and non-DBE subcontractors. In the event that successful Proposer is found to be in noncompliance with this directive, the City may exercise appropriate legal remedies which may include suspension and debarment of Proposer. Any issue or dispute, which may affect the prompt payment of subcontractors, should be brought to the attention of the Airport contract manager, as well as to the attention of the DBE Liaison Officer and/or MBEC in situations involving DBE subcontractors, before a state of noncompliance is reached.

7. Post Award Compliance Monitoring. The City reserves the right to conduct post-award compliance reviews to ensure that contractors are in compliance with the contract requirements for DBE participation. The successful proposer agrees to cooperate with the City in its compliance monitoring efforts and to submit, within the time limits prescribed by the City, all documentation that may be

ATTACHMENT D

requested by the City, including, but not limited to, copies of subcontracts with the DBEs listed in the proposal, purchase orders, monthly DBE reports, canceled checks, etc. The Proposer is also required to comply with IMPACT, the City's electronic payment tracking system when making any payments to DBE subcontractors. Unreasonable failure or refusal to furnish information or to cooperate in any compliance review shall constitute a substantial breach of contract.

ATTACHMENT D
SCHEDULE FOR PARTICIPATION BY
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

Proposal Number: _____

Name of Proposer _____

DBE	<u>Detailed Description of Work</u> or Supply Effort	<u>DBE Participation</u>						
		Dollar Amount \$	Percentage of <u>Prime Contract</u> <small>(calculate Regular Dealer 60% rule if applicable)</small>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 100%;">Name</td></tr> <tr><td>Address</td></tr> <tr><td> </td></tr> <tr> <td style="width: 60%;">Contact Person</td> <td style="width: 40%;">Phone</td> </tr> </table>	Name	Address		Contact Person	Phone			
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Name								
Address								
Contact Person	Phone							

PLEASE NOTE:

1. If the proposer is a DBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar/percentage amount of the contract that this represents.
2. A binding commitment must have been achieved with the DBE for the detailed work and percentage/dollar amount of participation (as reflected by the DBE's quotation) listed on this Schedule for Participation.
3. DBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards DBE participation.
4. If DBE is a regular dealer performing a Supply Effort, count only 60% of the cost of the materials.

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Request For Good Faith Efforts Review

REQUEST FOR GOOD FAITH EFFORTS REVIEW

Name of Proposer: _____

Bid Number: _____

Date: _____

I, _____, have not been able to achieve participation from any Disadvantaged Business Enterprises (DBEs). I represent, under penalty of law and as evidenced by the attached documentation, that I have made good faith efforts prior to proposal opening to achieve DBE participation in accordance with the criteria set forth in 49 C.F.R. Section 26.53, but have been unable to achieve such participation for the following reasons*:

*You may attach supplemental pages and documentation if necessary.

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Request For Good Faith Efforts Review

REQUEST FOR GOOD FAITH EFFORTS REVIEW SCHEDULE FOR Partial PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES (DBE)

DBE	<u>Detailed</u> Description of Work or Supply Effort	<u>DBE Participation</u>	
		Dollar Amount \$	Percentage of Prime Contract <small>(calculate Regular Dealer 60% rule if applicable)</small>
Proposal Number Name Address Contact Person Phone			
Name Address Contact Person Phone			

PLEASE NOTE:

1. If the proposer is a DBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar/percentage amount of the contract that this represents.
2. A binding commitment must have been achieved with the DBE for the detailed work and percentage/dollar amount of participation (as reflected by the DBE's quotation) listed on this Schedule for Participation.
3. DBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards DBE participation.
4. If DBE is a regular dealer performing a Supply Effort, count only 60% of the cost of the materials.

ATTACHMENT D

Request For Good Faith Efforts Review

Name of Proposer: _____ Proposal
Number: _____

A. CONTRACTOR'S ADVERTISEMENTS FOR PARTICIPATION

Have you advertised in general circulation media, trade association publications and minority or female focused media concerning subcontracting opportunities in general? If so attach copies of all such advertisements published by you within the past six months. If copies are not available, explain why and state the text of the advertisement(s) and the publications where they were printed.

B. NOTIFICATION TO DISADVANTAGED BUSINESS ENTERPRISES

- (1) Did you contact in writing any Disadvantaged Business Enterprise(s) to solicit their participation in this contract? If so, attach dated copies of all such solicitations.

- (2) Identify by name, address, date and telephone number each Disadvantaged Business Enterprise that you contacted orally, and name the person with whom you spoke. If your company maintains a telephone log, please attach relevant entries.

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Request For Good Faith Efforts Review

Name of Proposer: _____ Proposal
Number: _____

C. DISADVANTAGED BUSINESS ENTERPRISES UNAVAILABLE TO PARTICIPATE IN CONTRACT

Of those Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which were interested in the contract but which were unavailable to work on this contract or were unable to prepare a quote. State the reasons for the unavailability of each Disadvantaged Business Enterprise. The attached certification of unavailability form should be completed by the DBE and submitted for each unavailable firm whenever possible.

D. INFORMATION AND ASSISTANCE PROVIDED TO DISADVANTAGED BUSINESSES

Of those Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which you provided with plans, specifications and requirements of the contract. Detail all assistance you provide to interested Disadvantaged Business Enterprises and all efforts at negotiation to specific sub-proposals below.

I HEREBY VERIFY THAT THE FOREGOING STATEMENTS ARE TRUE. THIS VERIFICATION IS MADE SUBJECT TO THE PENALTIES SET FORTH IN 18 Pa.C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES, AND 18 U.S.C.S. 1001, RELATING TO FALSE STATEMENTS. I UNDERSTAND THAT THIS REQUEST FOR GOOD FAITH EFFORTS REVIEW WILL BE CONSIDERED AND APPROVED OR DISAPPROVED SOLELY ON THE BASIS OF THE INFORMATION HEREIN PROVIDED.

Name (Signature)

Title:

ATTACHMENT D

Request For Good Faith Efforts Review

Name of Proposer: _____ Proposal
Number: _____

**CERTIFICATION OF UNAVAILABILITY
OF DISADVANTAGED BUSINESS ENTERPRISES**

I, _____
do hereby certify that I was offered an opportunity to proposal on the above referenced
proposal

for _____
(Describe Work or Supply Effort Solicited)

by _____
(Name of Prime Proposer's Representative Making Solicitation)

on _____
(Give Date of Solicitation)

but was unavailable to participate/unable to prepare a quote (strike inappropriate term) for
the following reasons:

Name of Disadvantaged Business

Signature of Principal of
Disadvantaged Business Enterprise

Title

Date