

CONCESSION AGREEMENT

[Bicycle Rentals]

This CONCESSION AGREEMENT (the "Concession Agreement") is made APRIL 2, 2012, between the CITY OF PHILADELPHIA (the "City"), acting through its DEPARTMENT OF PARKS AND RECREATION (the "Department") and its PROCUREMENT DEPARTMENT, and FREETIME, INC. (doing business as "WHEEL FUN RENTALS"), a California corporation (the "Concessionaire").

BACKGROUND

- A. The Department has jurisdiction to manage the Fairmount Park system (the "Park").
- B. On December 20, 2011, the Procurement Department issued Request for Proposals #C-104-12 for the Operation and Management of Bicycle Rental Stations In The Fairmount Park System. On January 30, 2012, the Procurement Department issued Addendum # 1 to the RFP, which amended the RFP. The RFP is set forth in **Exhibit A** and Addendum # 1 is set forth in **Exhibit B**.
- C. Concessionaire submitted a Proposal in accordance with the RFP. Concessionaire's Proposal is set forth in **Exhibit C** to this Concession Agreement. Concessionaire also submitted a supplement to its Proposal, which is set forth in **Exhibit D**.
- D. The Department selected the Concessionaire as the highest responsible bidder for the Concession under the RFP.
- E. This Concession Agreement is entered into pursuant to the RFP and provides for the City giving a License to the Concessionaire to operate and manage bicycle rental stations in the Park.

ACCORDINGLY, intending to be legally bound, the City and Concessionaire agree as follows:

ARTICLE 1

DEFINITIONS; EXHIBITS; INCORPORATION OF DOCUMENTS

1.01. Definitions. Unless defined in this Concession Agreement, capitalized words and phrases used in this Concession Agreement have the meanings assigned to them in the RFP. In this Concession Agreement, each word and phrase defined in the Preamble and recitals has its assigned meaning. The words and phrases defined below have the meanings assigned to them below.

“**City**” has the meaning assigned to it in the Preamble and includes the Department and all the City’s other departments, boards, commissions, officials, officers, employees, and agents.

“**Commencement Date**” has the meaning assigned to it in Section 3.02.

“**Concession Agreement Ending Date**” has the meaning assigned to it in Section 3.03.1.

“**Concession Documents**” means the Concession Agreement, the RFP, Concessionaire’s Proposal, and all the exhibits, attachments, schedules, appendices, and addendums to those documents, and amendments to any of them made in accordance with Section 4.10.2 of the RFP.

“**Concession Fee**” has the meaning assigned to it in Section 3.22.1 of the RFP.

“**Concessionaire**” has the meaning assigned to it in the Preamble above and includes Concessionaire’s officers, employees, and agents.

“**Contractor**” and “**Contractors**” include each and every business that the Concessionaire hires to provide service, supplies, or materials in connection with Concessionaire’s obligations under the Concession Documents.

“**First Deputy**” means the First Deputy Commissioner, Parks and Facilities, an official in the City of Philadelphia Department of Parks and Recreation.

“**Fairmount Park System**” means all the parks and facilities formerly under the jurisdiction of the Fairmount Park Commission that, as of July 1, 2009, are under the legal jurisdiction of the Department.

“**Initial Term**” has the meaning assigned to it in Section 3.03.1.

“**Proposal**” has the meaning assigned to it in the RFP. Except where this Concession Agreement refers separately to the Proposal Supplement, each reference in this Concession Agreement to the “Proposal” means the Proposal as amended by the Proposal Supplement.

“**Renewal Notice**” has the meaning assigned to it in Section 3.03.1.

“**Renewal Term**” has the meaning assigned to it in Section 3.03.1.

“**RFP**” means the RFP, as amended by Addendum # 1 to it, and as amended by this Concession Agreement.

“**Term**” has the meaning assigned to it in Section 3.03.1.

1.02. Exhibits. This Concession Agreement includes the following Exhibits:

- Exhibit A: Request for Proposals (RFP)
- Exhibit B: RFP Addendum #1
- Exhibit C: Concessionaire's Proposal
- Exhibit D: Concessionaire's Proposal Supplement
- Exhibit E: Slavery Era Disclosure Affidavit

1.03. Incorporation of Other Documents. Subject to Section 10.01., the RFP, the Proposal, and the Proposal Supplement are incorporated into and part of this Concession Agreement.

ARTICLE 2 LICENSE

2.01. License. Starting on the Commencement Date, subject to the provisions of this Concession Agreement and the other Concession Documents, the City gives Concessionaire a License to manage and operate the Licensed Spaces. The License is exclusive and non-assignable. The License is effective only during the Term.

2.02. Conditions of Exercise of License. Without limiting the effectiveness of Section 4.8 of the RFP, Concessionaire's exercise of the License is subject to the "AS IS" condition of the Licensed Spaces, including all defects latent and patent. The City makes no representation or warranty, express or implied, in fact or in law, regarding the nature, condition or usability of the Licensed Spaces or their compliance with Applicable Laws.

2.03. Ownership and Interests in the Licensed Spaces. The Licensed Spaces are owned by the City. The Concession Documents do not grant or convey any title, leasehold, or other interest in the Licensed Spaces to the Concessionaire. This Concession Agreement and the other Concession Documents give Concessionaire a mere license to manage and operate the Licensed Spaces, subject to the provisions of this Concession Agreement and the other Concession Documents.

2.04. No City Financial Commitment. Despite the other provisions of this Concession Agreement and the other Concession Documents, **this Concession Agreement and the other Concession Documents do not obligate the City to appropriate or spend money at any time or for any reason.**

ARTICLE 3 EFFECTIVENESS OF RFP; COMMENCEMENT DATE; TERM

3.01. RFP Effectiveness; Award of Concession Agreement. Subject to Section 10.01 below, the Concessionaire is bound by the terms and conditions of the RFP in all respects, and the Concessionaire shall comply with all the obligations, prohibitions,

limitations, and conditions imposed on the Concessionaire's exercise of the License under the RFP.

3.02. Commencement Date. In accordance with Section 3.1 and Section 7.3 of the RFP, the Commencement Date of this Concession Agreement is April 2, 2012.

3.03. Concession Agreement Term. RFP Section 3.1 is deleted in its entirety. The following provisions govern the Initial Term, Renewal Terms, Term, and procedures for renewal of the License and this Concession Agreement:

1. Term of the Concession Agreement

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

2. Multi-Year Term. Despite Section 3.03.1. above, if City Council passes an ordinance that becomes law that authorizes this Concession Agreement to have an Initial Term of five years and, at the City's option, a Renewal Term of five years,

A. the Initial Term automatically converts to a five-year period that expires at 5:00 pm the day before the fifth anniversary of the Commencement Date,

B. the City may renew the Term for a five-year Renewal Term in accordance with the renewal procedures set forth in Section 3.03.1. above, and

C. the other provisions of Section 3.03.1. above remain unchanged.

[Remainder of page intentionally left blank. Article 4 starts on next page.]

ARTICLE 4
CONCESSION FEE; CONCESSIONAIRE'S PROPOSAL AND COVENANTS

4.01. Concession Fee Payment. Concessionaire shall pay the Concession Fee in accordance with the timing requirements set forth in RFP Section 3.22, based on the MAG and percent of Gross Revenues set forth in the Proposal, page 16.

4.02. Capital Investments. Within 90 days following the Commencement Date, Concessionaire shall complete the portion of its Capital Investment Plan identified as the "Initial" investment on page 17, part 6.9.1 of the Proposal. Concessionaire shall promptly complete the remaining yearly portions of its Capital Investment Plan within the corresponding year of the Term. In implementing its Capital Investment Plan, Concessionaire shall spend not less than the amounts set forth in its Capital Investment Plan.

4.03. Operating Plan. Concessionaire shall strictly comply with the Operating Plan in the Proposal. Despite the Proposal, however, Concessionaire shall not rent from J.F.K. Plaza, Three Parkway Plaza or any other Center City Bicycle Rental Station what are identified in its Operating Plan as "Single Surrey," "Double Surrey" or any similar vehicles.

4.04. Promotional Activities. Concessionaire shall in good faith and diligently undertake Promotional Activities, business development, and its marketing plan in accordance with the RFP and the Proposal.

4.05. No Objections to RFP. Concessionaire did not submit any objections to the RFP with its Proposal.

4.06. Security Deposit. Contemporaneously with its execution of this Concession Agreement, Concessionaire has paid the Security Deposit to the City. The City may apply and spend the Security Deposit in accordance with RFP Section 3.23.2.

ARTICLE 5
CONCESSIONAIRE TO REPAIR DAMAGE; CITY EQUIPMENT

5.01. Concessionaire's Repair. The Concessionaire shall promptly repair all damage to the Licensed Spaces caused by the Concessionaire or its Contractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of its License. Concessionaire's obligation to repair the Licensed Spaces are subject to the provisions of the RFP.

5.02. Use of City Equipment. If the Concessionaire uses any equipment, furniture, or supplies provided by the City, then the Concessionaire shall maintain that equipment, furniture, and supplies, and shall promptly repair or replace all the City's equipment, furniture, and supplies that are damaged or destroyed by Concessionaire or its

Contractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of the License. The Concessionaire shall not use any of the City equipment, furniture, or supplies unless expressly permitted in advance and in writing by the Commissioner. The City does not make any representation or warranty about the condition or usability of any City equipment, furniture, or supplies.

ARTICLE 6
OVERSIGHT OF CONCESSION; CONTACT PERSONNEL

6.01. Concessionaire Contact Person. Concessionaire shall make its employee listed below readily available daily to City's officials by telephone and e-mail to discuss with City officials matters that may arise under the Concession Documents or in connection with Concessionaire's exercise of the License:

Mark Soto, Director of Operations
Telephone numbers: 805-650-7770 or [cell] 805-252-5895
E-Mail: mark@wheelfun rentals.com

6.02. Commissioner's Designee. The Commissioner has designated the Project Manager identified in RFP Section 1.6.1 as the City official with chief, direct responsibility to oversee Concessionaire's management and operation of the Licensed Spaces under the Concession Documents. Concessionaire shall communicate with the Project Manager using the contact information set forth in Section 1.6.1 of the RFP.

ARTICLE 7
CONCESSIONAIRE'S REPRESENTATIONS AND WARRANTIES

7.01. Representations and Warranties. Concessionaire represents and warrants the following:

1. The information provided by Concessionaire in its Proposal and its presentation to the City on January 18, 2012, is true and correct in all respects.
2. Concessionaire's execution of this Concession Agreement, and Concessionaire's compliance with all the provisions of the Concession Documents, does not violate Concessionaire's organizational documents or any other contract to which Concessionaire is a party.
3. The person signing this Concession Agreement on behalf of Concessionaire is duly authorized to do so in accordance with Concessionaire's organizational documents, by laws, or agreement, as the case may be.

4. Concessionaire is not subject to any agreement, claim, or litigation that restricts or impairs Concessionaire's ability to execute this Concession Agreement or to fully perform all its obligations under the Concession Documents.

5. Concessionaire is a California corporation, duly organized and validly existing under the laws of the State of California.

ARTICLE 8

STANDARD CITY PROVISIONS

8.01. No Discrimination. In its exercise of the License, Concessionaire shall not discriminate against any person on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, or gender identity.

8.02. Exclusionary Private Organizations.

1. Concessionaire's payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Concession Agreement entitling the City to all rights and remedies provided in the Concession Documents or otherwise available in law or equity.

2. The Concessionaire shall include a provision similar to Section 8.02.1. in each of its Subcontracts with appropriate adjustment for the names of the parties.

8.03. Slavery Era Disclosure. Contemporaneously with execution of this Concession Agreement, Concessionaire has completed the affidavit set forth in **Exhibit E** disclosing whether Concessionaire, or any predecessor company of Concessionaire, invested in or received profits from slavery or slaveholder insurance policies during the slavery era of the United States before 1865. The slavery-era disclosure affidavit is part of this Concession Agreement.

ARTICLE 9

SURVIVAL OF OBLIGATIONS AFTER CONCESSION AGREEMENT ENDING DATE

9.01. Concessionaire's Books and Records. Under the Concession Agreement, with respect to the Concessionaire's operations during the Term, the Concessionaire is obligated to maintain Books and Records and make them available for the City to inspect

and audit (RFP Section 4.5). Accordingly Concessionaire's obligation to maintain Books and Records and to make them available to the City to inspect and audit survives for three years following the Concession Agreement Ending Date.

9.02. Concessionaire's Other Obligations. Unless expressly provided otherwise in the RFP or this Concession Agreement, and without limiting the effectiveness of Section 9.01. above, all of Concessionaire's obligations under the Concession Documents which the City would reasonably expect Concessionaire to perform or complete after the Concession Agreement Ending Date survive the Concession Agreement Ending Date.

ARTICLE 10

GENERAL PROVISIONS

10.01. Concession Documents: Order of Precedence. If there is a conflict between any of the Concession Documents, the order of precedence between the Concession Documents is as follows, from highest to lowest:

1. Concession Agreement.
2. RFP.
3. Proposal Supplement.
4. Proposal.

10.02. Interpretation.

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

2. Whenever the words "include," "includes," or "including" are used in this Concession Agreement, they mean "including but not limited to"; except if this Concession Agreement expressly provides otherwise.

3. The article and section headings in this Concession Agreement are for convenience only and do not govern the meaning of the substantive provisions of this Concession Agreement.

4. The rule of interpreting a contract against the drafter of a contract does not apply to interpretation of this Concession Agreement or any of the other Concession Documents.

10.03. Notice.

1. To be effective, all notices, consents and other communications which are required or which may be given under this Concession Agreement must be

given in writing, delivered to the person at address specified below, and sent by (1) pre-paid certified mail with return receipt requested, or (2) overnight or courier service with delivery receipt obtained.

If to the City: Commissioner
City of Philadelphia Department of Parks and Recreation
One Parkway Building – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

and: Commissioner
City of Philadelphia Procurement Department
Municipal Services Building – 1st Floor
1401 JFK Boulevard
Philadelphia, PA 19102

with a copy to: Divisional Deputy City Solicitor
Real Estate and Economic Development
One Parkway Building – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

If to Concessionaire: Al Stonehouse, President
Freetime, Inc.
4526 Telephone Road #202
Ventura, CA 93003

2. Notice given in accordance with the requirements set forth in Section 10.03.1. is deemed delivered upon receipt or upon refusal to accept receipt.

3. The City or Concessionaire may change the person or address to which notice is to be given under this Concession Agreement by providing notice to the other party in accordance with Section 10.03.1.

10.04. No Assignment. Without limiting the effectiveness of Section 4.16 of the RFP, Concessionaire shall not assign its rights or delegate its performance under the Concession Documents. For purposes of the Concession Documents, an assignment includes a change of control of Concessionaire by agreement or by operation of law. Any assignment or delegation in violation of this Section 10.04. is void. This Section 10.04 does not limit Concessionaire's right to enter into Subcontracts in accordance with RFP Section 3.16.

10.05. Binding Effect; No Third Party Beneficiaries.

1. Without limiting the effectiveness of Section 10.04., this Concession Agreement and the other Concession Documents are binding upon, and inure to the

benefit of, the City and Concessionaire and their respective permitted successors, assigns, and heirs, as the case may be.

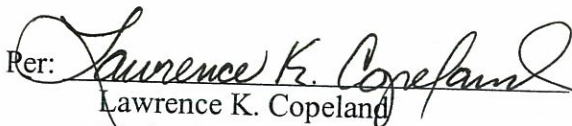
2. There are no third party beneficiaries of this Concession Agreement.

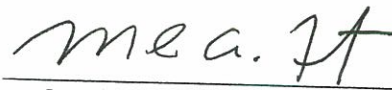
10.06. No Amendments. Without limiting the effectiveness of RFP Section 4.10.2, the Concession Documents may be amended only by a written agreement signed by the City of Philadelphia Commissioner of Parks and Recreation (or the First Deputy Commissioner, Parks and Facilities) and the City of Philadelphia Procurement Commissioner and by a duly authorized officer of Concessionaire.

AS EVIDENCE OF THEIR AGREEMENT TO ALL THE PROVISIONS SET FORTH ABOVE, the City and Concessionaire have caused this Concession Agreement to be executed and delivered by their duly authorized officials and officers as of the date stated in the Preamble.

Approved as to form:
Shelley R. Smith, City Solicitor

CITY OF PHILADELPHIA:
Department of Parks and Recreation

Per: 
Lawrence K. Copeland
Senior Attorney
City of Philadelphia Law Department

By: 
Mark A. Focht
First Deputy Commissioner
Parks and Facilities

Procurement Department

By: 
Hugh Ortman
Commissioner

CONCESSIONAIRE:
Freetime, Inc.
(doing business as "Wheel Fun Rentals")


By: 
Brian McInerney, Executive Vice President

EXHIBIT A

**to Concession Agreement
between
the City of Philadelphia
and**

Freetime, Inc. (doing business as “Wheel Fun Rentals”)

Request For Proposals (RFP)



REQUEST FOR PROPOSAL #C-104-12

**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 AND TOUR:
NOVEMBER 10, 2011, 2:00 P.M.
1515 ARCH STREET, 10TH FLOOR, RECREATION CONFERENCE ROOM
PHILADELPHIA, PA 19102**

**SEALED PROPOSALS WILL BE RECEIVED UNTIL DECEMBER 16, 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
November 18, 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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 - Form B:** Concession Fee Proposal Form

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 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 beginning in April 2012 at two initial locations, near important City attractions, amenities, and bicycle trail connections. The City wants the two initial Facilities to form the basis of a comprehensive City-wide bicycle rental system and wants the concessionaire to phase in additional bicycle rental stations 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 4 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 6.8 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. Each 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. Potential Respondents are encouraged to RSVP to the Project Manager (defined in Section 1.6 below) in advance of the Mandatory Pre-Proposal Meeting and Tour regarding their attendance at the meeting and tour.

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: 215-683-0205
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 Mandatory Pre-Proposal Meeting and Tour. 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 Mandatory Pre-Proposal

Meeting and Tour, 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 the 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 websites: <http://www.phila.gov/bids> and <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/bids> and <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 Mandatory Pre-Proposal Meeting and Tour 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 Procurement Commissioner by e-mail, fax, or letter at the address provided below:

Hugh Ortman, Procurement Commissioner
Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
Fax (215) 686-4728
Email: Hugh.Ortman@Phila.Gov

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 6.12 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 Respondent 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 City Council Approval Required

Because the initial term of the Concession Agreement will be greater than one year, the City's execution of the Concession Agreement is subject to prior authorization by Philadelphia City Council ordinance.

1.13 Provisions of RFP Become Part of Concession Agreement

The contractual provisions set forth in Section 3 and Section 4 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 4 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 provisions of Section 3 and Section 4 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 established itself as a way of living, commuting and being active.

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 Rental Program that encourages bicycle riding by tourists and residents, and by enhancing 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 at Boathouse Row along the Schuylkill River and Kelly Drive, but that rental operation 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, (1) Center City, and (2) the Art Museum – Boathouse Row area. Each location is close to existing amenities, attractions, and bicycle lanes or paths. Additionally, the City believes the Rental Program can be enhanced by phasing in additional locations and services over the course of the Concession Agreement term. Potential future locations are listed below. The City hopes the Concessionaire will open and operate new Facilities and operate the Rental Program at some or all of the locations listed below, and to offer additional concession services. The City, however, does not guarantee that the Concessionaire will be permitted or able to do so:

- A. Schuylkill Banks [near Center City]
- B. Wissahickon Valley Park [in Northwest Philadelphia]
- C. Centennial District [in West Fairmount Park]
- D. Franklin Square [near Independence Mall]

¹ The increase reflects an additional 5,000 daily bicycle commuters over a 16-year span, totaling 12,500 daily bicycle 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

2.2 Philadelphia's Bicycle Infrastructure

The City is committed to improving the bicycle riding 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 bicycle 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 bicycling, 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 and include:

1. A bridge from Schuylkill River Park at 25th and Spruce Streets over CSX railroad tracks to facilitate access for pedestrians and bicyclists to the Schuylkill Banks recreation path.

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

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>

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.
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 bicycle 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 created on City streets under that plan. The bicycle network plan is currently being updated. Phase 1 of the update was adopted in November 2010 by the Philadelphia 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. Recently, the City created bicycle lanes on Spruce and Pine Streets that connect the Schuylkill and Delaware rivers and make east-west bicycle travel through Center City easy and convenient. In addition, the City is currently conducting a pilot program to create dedicated bicycle lanes on Market Street and John F.

Kennedy Boulevard, the two principal east-west thoroughfares in the heart of Philadelphia. JFK Plaza is one of the two initial Center City bicycle rental station locations being offered under this RFP for the Rental Program; it is located on John F. Kennedy Boulevard. 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 had 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, the City 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 addresses the City’s goals to increase bicycle parking shortages in targeted areas.

2.2.4 Bicycle Safety Programs

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 operated “Safe Routes Philly,” a program of pedestrian and bicycle safety education for 2nd and 5th graders, which was funded as part of a grant from the Centers for Disease Control.

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

A. The City is seeking a Concessionaire for the operation and management of two bicycle rental stations at the outset of the Concession Agreement. Each rental station location would be part of the Licensed Space under this RFP and the Concession Agreement. As more fully explained below in Section 2.3.1.6, the City plans to undertake significant construction at one of two possible Center City bicycle rental stations, and the construction could take several months. Therefore, the City is willing to permit the Concessionaire to choose between the two possible Center City bicycle rental locations. The proposed bicycle rental locations are:

1. Center City:

A. John F. Kennedy Plaza (LOVE Park)

– or –

B. Three Parkway Plaza;

and,

2. Art Museum – Boathouse Row area: Lloyd Hall.

B. If the Concessionaire chooses to operate a bicycle rental location in John F. Kennedy Plaza, operation of that location may have to be suspended during the construction in John F. Kennedy Plaza. Therefore, the Concessionaire may choose to locate the Center City rental location at Three Parkway Plaza (across the intersection from John F. Kennedy Plaza) either permanently or temporarily during the construction of John F. Kennedy Plaza. A description of the Three Parkway Plaza site is provided below in Section 2.3.2.

C. The Concessionaire shall operate a bicycle rental station in Center City at all times during the Concession Agreement Term. If a Respondent wishes to suggest a different location for a Center City bicycle rental station than the two listed above, either permanently or during construction in John F. Kennedy Plaza, the Respondent may do so in its Proposal. The City, however, cannot guarantee that the City will agree with the Respondent’s suggestion or that it can make the Respondent’s suggested location available for a bicycle rental station. Please Sections 3.2.3 and 6.11.1.10 for additional information.

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 available by the orange and blue subway lines and the green trolley line at several access points near the plaza, by regional railroad lines across from JFK Plaza at Suburban Station, and by major bus stops in the immediate vicinity of the plaza. Additionally, both commercial and public trolley services 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

The Fairmount Park Welcome Center is located in the southwest corner of JFK Plaza in a well-known circular building. Tourists and pedestrians come into the Fairmount Park Welcome Center (the "**Welcome Center**") for information about the Fairmount Park System and about attractions, events, and services in Philadelphia and the greater Philadelphia region. 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. Monday through Friday, the Welcome Center hosts the "Summer in LOVE" concert series and the "Lunch in LOVE Park" food vending truck program. Numerous restaurants, cafes, and food vending carts are also in the area surrounding the Welcome Center and JFK Plaza. Together with "Lunch in LOVE Park" they offer diverse breakfast, lunch and dinner options.

2.3.1.4 Bicycle Rental Station Space and Storage

A. 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.

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

C. No structures, whether permanent or non-permanent, are permitted on JFK Plaza outside the areas highlighted in Appendix 2. The Respondent may elect to use off-site storage as an alternative or supplement to space below the Welcome Center deck. Please see Section 3.7 for requirements concerning off-site

storage.

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 Anticipated Construction; Temporary Relocation

1. JFK Plaza Anticipated 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 winter 2013, although the start date 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 may require the closure of the Welcome Center, which in turn may require that all activities in and around the Welcome Center be suspended, including the bicycle rental services under this RFP and the Concession Agreement.

2. Temporary Relocation

If the Concessionaire establishes and operates a bicycle rental station in JFK Plaza, the City will consult with the Concessionaire about temporarily relocating the rental station to another location in the immediate vicinity of JFK Plaza. A potential bicycle rental 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 2.3 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 Plaza is similar to the access to JFK Plaza described in Section 2.3.1.1 of this RFP.

2.3.2.2 Setting

Three Parkway Plaza 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 Plaza and open seven days a week. 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 Plaza 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 Plaza 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 to showcase bicycles. Overnight storage is not permitted at Three Parkway Plaza. The City will consult with the Concessionaire regarding appropriate off-site storage. Please see Section 3.7 for requirements concerning off-site storage.

2.3.2.5 Parking

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

2.3.2.6 Approvals for Three Parkway Plaza

Three Parkway Plaza 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 Plaza. The owner of Capriccio at Café Cret

operates the café under an agreement with the Center City District. The Center City District has approved the concept of a bicycle rental station at Three Parkway Plaza and, in conjunction with the City, will be part of the review process for approving any proposed improvements at Three Parkway Plaza, including, but not limited to, design plans and specifications for the bicycle rental station.

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 parkway:

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

2.3.3 Lloyd Hall

2.3.3.1 Location and Access

Lloyd Hall is located at #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 has measured pedestrian and bicycle traffic in the

⁴ See <http://www.philamuseum.org/visit/>

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 traffic will take place on Kelly Drive near Lloyd Hall in the future.

2.3.3.4 Bicycle Rental Station Space

Space for a bicycle rental station, including storage space, at Lloyd Hall is identified in **Appendix 7** of this RFP. The yellow highlighted areas in Appendix 7 reflect space for non-permanent structures to manage customer sales and to showcase bicycles. The Concessionaire may install a non-permanent storage structure for overnight storage in the red highlighted areas, which cover two parking spaces in the parking lot adjacent to Lloyd Hall. No storage is permitted in any space except the areas highlighted in red in Appendix 7.

2.3.3.5 Amenities

The café at Lloyd Hall is operated by Cosmic Catering, LLC under a concession agreement with the City. The Lloyd Hall café is open seven days a week. Public restrooms are located in the front of Lloyd Hall.

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 affords 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 listed below:

Hours of Operation:

Saturday: 10:00 AM—6:00 PM (April—October)

Sunday: 10:00 AM—4:00 PM (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 museums 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

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/Scaf3f38cf20b1a0/Parkway_Bike_Tour_August_2010.pdf

- 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 recreation 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 recreation 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. Historic 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 to Civil War officers 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. (A short portion of the drive opens to vehicle traffic at noon.) 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 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: 9:00 AM—5:00 PM (June—August)

Saturday, Sunday: 10:00 AM—5:00 PM (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

The “**Initial Term**” of the Concession Agreement will commence on the date the

City executes the Concession Agreement and all the conditions set forth in Section 7.3 of this RFP have been completely satisfied (the “**Commencement Date**”). The Initial Term is five years and expires at 11:59 P.M. the day before the 5th anniversary of the Commencement Date. The City, at its sole discretion, may renew the Concession Agreement for one five-year period (“**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**”) no later than 90 days before expiration of the Initial Term. In the Concession Agreement and this RFP, “**Term**” means the Initial Term and the Renewal Term, if any. In the Concession Agreement and this RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the “**Concession Agreement Ending Date.**”

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 the following: bicycle rentals; sales; data tracking and reporting; marketing and advertising; staffing; and maintenance of the equipment and Facilities.
- 3.2.3 At all times during the Concession Agreement, the Concessionaire shall operate at least one bicycle rental station each at Lloyd Hall and in Center City Philadelphia, which is bounded on the north by Vine Street, on the south by South Street, on the east by the Schuylkill, and on the west by the Delaware River.
- 3.2.4 The Concessionaire may, in addition to the required bicycle rental services, offer the services listed below at the Facilities:
 - 1. “Hop-on, hop-off” service that allows riders to rent a bicycle in one location and drop it off at another.
 - 2. Bicycle tours.
 - 3. Bicycle maintenance services for non-bicycle rental patrons.

In addition, the City may request that the Concessionaire provide other services or products at the Facilities, such as segway rentals and tours, or other services or products. The Concessionaire, however, is not obligated to provide the additional services or products requested by the City or listed above.

- 3.2.5 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.

- 3.2.6 The Concessionaire shall not prepare or sell any food or beverages at the Facilities.
- 3.2.7 The Concessionaire shall not sell or advertise alcohol or tobacco products at the Facilities. If the Concessionaire violates this Section 3.2.7, 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 special events during 2011 for which the City has closed certain roads in the Fairmount Park System, or roads that provide access to the Fairmount Park System, including King Drive, Kelly Drive, and the Benjamin Franklin Parkway, can be found on the following website: http://www.fairmountpark.org/mlk_closure.asp.

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 in accordance with any plans and specifications 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, including, but not limited to, the installment and use of diesel generators, 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 Without limiting the effectiveness of Section 4.16 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 4.9, 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 4.9, 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 Under this RFP and in the Concession Agreement, “**Concession Fee**” means the combined total of (1) the minimum annual guaranteed amount (“**MAG**”) and (2) **Gross Revenue Percentage Fee** (explained more fully in Section 6.8 of this RFP). The Concessionaire shall pay the MAG in equal monthly installments during the Term. 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 calendar month for which it is making the payment. Concessionaire shall pay the Concession Fee by check made payable to “**City of Philadelphia**” and shall deliver the payment to the Project Manager 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 calendar 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 depository 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 Subject to the City's rights under RFP Section 3.8.2.1, 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 and the Appendices referred to in that section 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 and the corresponding Appendices other than a mere license.

3.26 Future Bicycle Rental Station Locations; Additional Services, Restrictions

3.26.1 Future Bicycle Rental Station Locations

From time to time during the Concession Agreement Term, the City may request in writing that the Concessionaire establish a bicycle rental station at a location identified in Section 2.1.2.2 of this RFP or at another location. The Concessionaire shall respond to each City request within 60 business days following Concessionaire's receipt of the request. If the Concessionaire fails to respond to the City's request within the 60-day period, or if the Concessionaire responds that it does not want to establish and operate the bicycle rental station as required by the City, then the City may seek bicycle rental services for the requested bicycle rental station from providers other than the Concessionaire.

3.26.2 Additional Services; Restrictions

3.26.2.1 During the Concession Agreement Term, despite Section 3.26.2.2. below, the Concessionaire may establish additional services at the bicycle rental station locations listed in Section 2.3 of this RFP or at new bicycle rental locations established under Section 3.26.1 of this RFP. The Concessionaire shall obtain the City's prior written approval before offering additional services. By way of example only and not limitation, additional services may include segway rentals and tours.

3.26.2.2 During the Concession Agreement Term, the Concessionaire shall not operate bicycle share services or programs from any Licensed Space or operate segway rentals and tours from the Lloyd Hall bicycle rental station location. The City, however, reserves the right to waive the restrictions in this Section 3.26.2.2 to permit those services if conditions change.

3.26.3 Additional bicycle rental station locations and services approved by the City become part of the Facilities and Rental Program and are subject to the provisions of this RFP and the Concession Agreement.

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 Concessionaire shall confer with the City to develop appropriate signs or marks for informing bicyclists of potentially hazardous bicycling areas in the Fairmount Park System. Upon the Concessionaire's request, the City will consult with the Concessionaire about those matters.

3.27.3 The Concessionaire shall confer with the City regarding the Concessionaire's design of sign that will draw customers to the Licensed Spaces but that also reflect the park and urban settings in which the Licensed Spaces are situated. The City will consider Windmaster-style or A-Frame-style signs for each bicycle rental location, but the City cannot confirm that it will approve those types of signs without seeing specific designs for them.

3.27.4 Without limiting the application of Section 4.9 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 – GENERAL CONTRACT PROVISIONS

4.1 Ethics Requirements

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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 4.1.1 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.

4.2 Tax Requirements

- 4.2.1 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
- 4.2.2 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.

- 4.2.3. 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.
- 4.2.4 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.
- 4.2.5 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.

4.3 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 4.3 survive the Concession Agreement Ending Date.

4.4 Indemnification, Release and Insurance

The Concessionaire shall promptly indemnify, defend, and release the City, as set forth in **Appendix 9** 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 9. 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 9.

4.5 City's Right to Inspect

- 4.5.1 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.
- 4.5.2 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.

4.6 Default

- 4.6.1 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, including this RFP.
- 4.6.2 If the Concessionaire commits an Event of Default under Section 4.6.1 above, and,
 - a. in the case of an Event of Default under Section 4.6.1.(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 4.6.1.(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 4.6.1.(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.

4.6.3 In addition to the City's rights and remedies under Section 4.6.2 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.

4.6.4 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 4.6.2, or in the case of an Event of Default that poses a threat of imminent harm to person or property, immediately and without notice.

4.7 Non-Indebtedness

4.7.1 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 4.7.1 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.

- 4.7.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 4.7.1 above. The Concessionaire shall include the provisions in Section 4.7.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

4.8 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.

4.9 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:

- 4.9.1 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;
- 4.9.2 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

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

4.10 Entire Agreement; No Amendment

4.10.1 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.

4.10.2 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 4.10.2 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.

4.11 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.

4.12 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.

4.13 Waiver of Jury Trial

BY SUBMITTING A PROPOSAL AND ENTERING INTO THE CONCESSION AGREEMENT, 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).

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 Validity of City Approvals

4.18.1 Unless expressly specified otherwise in this RFP or 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.

4.18.2 Unless expressly specified otherwise in this RFP or 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.

4.19 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 this RFP or the Concession Agreement.

4.20 Time of the Essence

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

4.21 Force Majeure Event

4.21.1 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**").

4.21.2 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.

4.21.3 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.

4.22 Philadelphia 21st Century Minimum Wage & Benefits Standard

Under Philadelphia Code Section 17-1303(4), Concessionaire may be subject to the requirements of the Philadelphia Code, Chapter 17-1300, titled, "Philadelphia

21st Century Minimum Wage and Benefits Standard” (“**Chapter 17-1300**”). Chapter 17-1300 governs the wages that certain employers are required to pay their employees. If Concessionaire is subject to Chapter 17-1300, then:

- 4.22.1 Concessionaire shall comply with the requirements of Chapter 17-1300 as they exist on the Commencement Date of the Concession Agreement. Concessionaire shall promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300. If Concessionaire violates Chapter 17-1300, Concessionaire will have committed an “Event of Default” under RFP Section 4.6.1.b.
- 4.22.2 Concessionaire shall notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.

SECTION 5 – ELIGIBILITY TO SUBMIT A PROPOSAL

5.1 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.

5.2 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 6.4 of the RFP for qualification requirements.

5.3 Records and Reports

Respondents must have the capability to maintain and furnish management records and reports, as required in Section 3.22 and 4.5, in a format satisfactory to the City.

5.4 Respondents Restricted

- 5.4.1 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.

5.4.2 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.

5.4.3 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.

5.5 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.

5.6 Respondents' Business Address; Licenses, Certificates, Permits, and Approvals

5.6.1. A Respondent is not required to start a company based in the City of Philadelphia to be eligible to respond to this RFP. The Concessionaire is not required to create a company based in the City of Philadelphia.

5.6.2. Once a Respondent selected by the City executes the Concession Agreement and becomes the Concessionaire, however, the Concessionaire shall obtain all licenses, certificates, permits, and other approvals required by Applicable Laws for operation of the Concession, including but not limited to a City of Philadelphia business privilege license.

SECTION 6 – PROPOSAL SUBMISSION REQUIREMENTS

6.1 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.

6.2 Form of Proposal

- 6.2.1 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.
- 6.2.2 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.**
- 6.2.3 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.
- 6.2.4 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 6.4);
 3. Management Experience and Qualifications, and at least three references (see 6.4);
 4. Completed Solicitation for Participation and Commitment Form (see 6.5);
 5. Financial Information (see 6.6);
 6. Statement of Understanding of the Purpose of this RFP (see 6.7);
 7. Completed Concession Fee Proposal Form (see 6.8);
 8. Capital Investment Plan (See 6.9);
 9. Pro-Forma (see 6.10);
 10. Operating Plan (see 6.11);
 11. Completed and signed signature page (see Section 9).
- 6.2.5 Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits its Proposal:
1. RFP Number;

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

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

- 6.3.1 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.
- 6.3.2 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.

6.4 Company Profile; Operating Experience; Qualifications

Each Respondent must:

- 6.4.1. Submit a resume or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms, or either of them, with that expertise. The resume or detailed description must include the number of Respondent's employees and number of years Respondent has been in business.
- 6.4.2. Submit safety records for its bicycle rental operations.
- 6.4.3. Provide a description, with photographs, of similar bicycle rental facilities, including locations Respondent has operated or is currently operating.
- 6.4.4. Explain its corporate structure and ownership.
- 6.4.5. Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.
- 6.4.6. Provide its federal Employer Identification Number.
- 6.4.7. Identify all parent, subsidiary, affiliate, and partnership relationships with other businesses (collectively, "Related Companies").

- 6.4.8 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.
- 6.4.9 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.
- 6.4.10 List all contracts the Respondent and all its Related Companies have had with the City in the last five years.
- 6.4.11 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.
- 6.4.12 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.

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

- 6.5.1 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 10** 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, the dollar amount and percentage of work being performed by each M/W/DSBE firm and the percentage of projected gross revenues the Respondent anticipates that each M/W/DSBE will earn

during the Initial Term and Renewal Term (if any) of the Concession Agreement. Please note the M/W/DSBE participation percentages stated in Appendix 9 are based on the Respondent's projected annual gross revenue during each year of the Concession Agreement Term.

- 6.5.2 Respondents are also required to submit documentation of their "Good Faith Efforts" (as more fully described in Appendix 10), whether or not they have achieved any commitments with M/W/DSBEs. The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.
- 6.5.3 The City of Philadelphia Office of Economic Opportunity has compiled a database of all firms that are registered with the City of Philadelphia as MBE's, WBE's, or DSBE's. The registry may be searched at the following website: <http://mbec.phila.gov/home/directory.asp> For additional information about potential M/W/DSBE's for the Concession, please contact:

Rashid Henry, MBE Specialist II
Office of Economic Opportunity
215-683-2079
rashid.henry@phila.gov

- 6.5.4 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 11** for a sample reporting form.

6.6 Financial Information

- 6.6.1 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.
- 6.6.2 Each Respondent shall identify the intended source of all funds proposed to be invested in the Facilities.

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

Sections 3, 4 and 5 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.

6.8 Concession Fee Proposal: MAG and Gross Revenue Percentage Fee

6.8.1 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.

6.8.1.1 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.

6.8.2 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.

6.9 Capital Investment Plan; Renewal Term Capital Investment Plan

6.9.1 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.

6.9.1.1 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.

6.9.1.1.1. 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.

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

6.9.3 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.

6.9.4 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.

6.10 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.

6.11 Operating Plan

6.11.1 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:

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

6.11.1.2 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.

6.11.1.3 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.

- 6.11.1.4 Business development and marketing plan for maximizing the number of patrons of the Facilities and Rental Program.
- 6.11.1.5 Identification of Respondent's on-site management team and description of the team's background and experience.
- 6.11.1.6 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.
- 6.11.1.7 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.
- 6.11.1.8 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.
- 6.11.1.9 Security protocols, including but not limited to procedures for securing bicycles.
- 6.11.1.10 Respondent's alternative Center City location(s) for a bicycle rental station, if any.
- 6.11.1.11 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. As part of this request, a Respondent may identify additional locations and services of interest as part of the Rental Program. A Respondent proposing additional bicycle rental station locations or services must provide specific areas for operation and estimated dates by which it plans to operate at each of those locations and provide additional services. The City will

consider each of the Respondent's additional locations and services of interest for the Rental Program in the City's evaluation of a Respondent's proposals.

- 6.11.1.12 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.

6.12 Confidential Information

- 6.12.1 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.
- 6.12.2 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.

6.13 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 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.
- 7.1.10 No Respondent may submit any portion of its Proposal for the City's review and comment before the Deadline 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 4.4 of this RFP and **Appendix 9**.

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 Licensed

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 Respondent's proposal to establish additional bicycle rental stations in addition to the two required locations.
- 8.2.1.7 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.

If Respondent is an INDIVIDUAL, PARTNERSHIP, 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

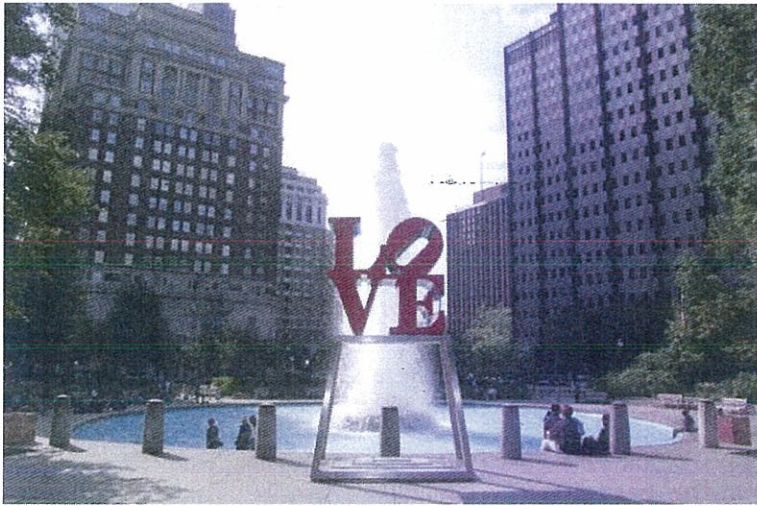
Street Address

City, State, Zip Code

APPENDIX 1

JFK PLAZA PHOTOS

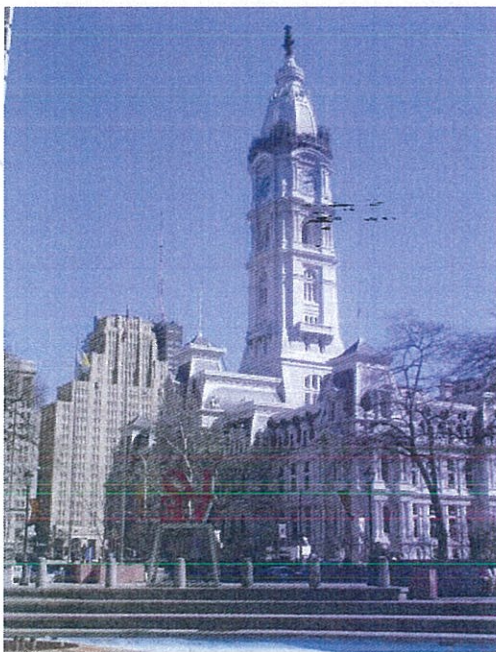
Love Statue



Welcome Center



View of City Hall from JFK Plaza

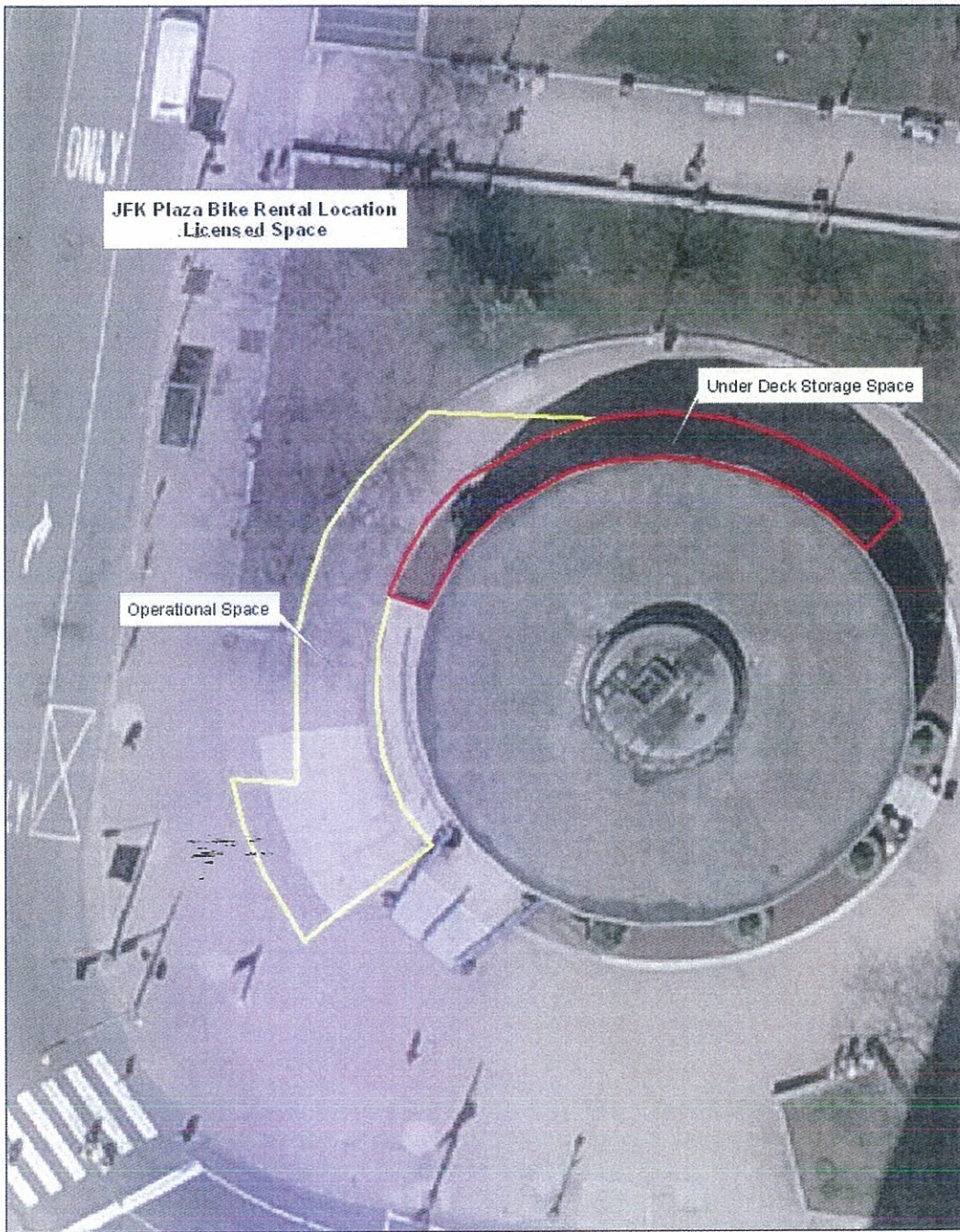


View of the Philadelphia Art Museum from JFK Plaza



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



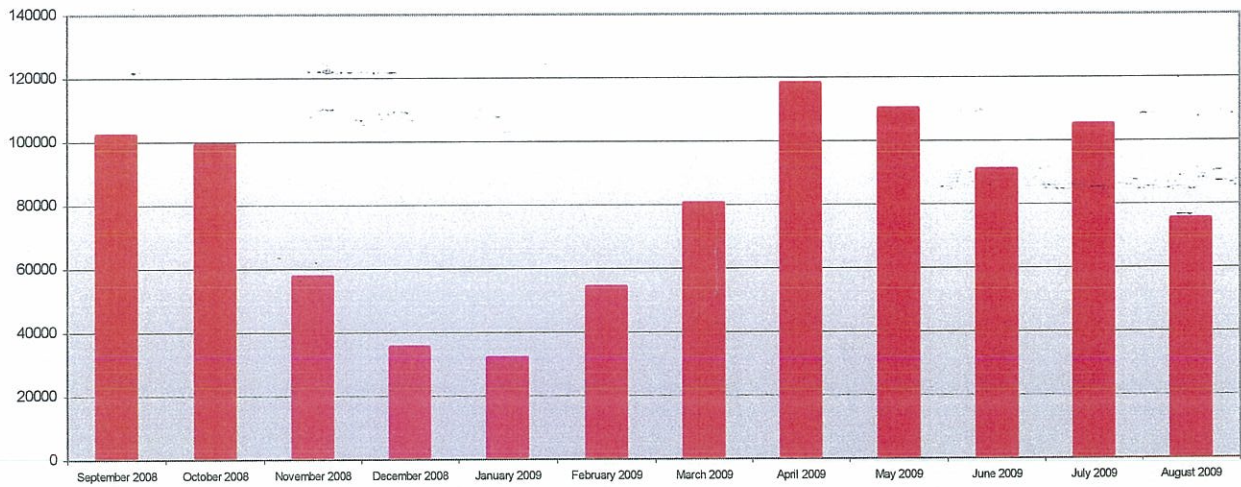
APPENDIX 6

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



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 Map 3

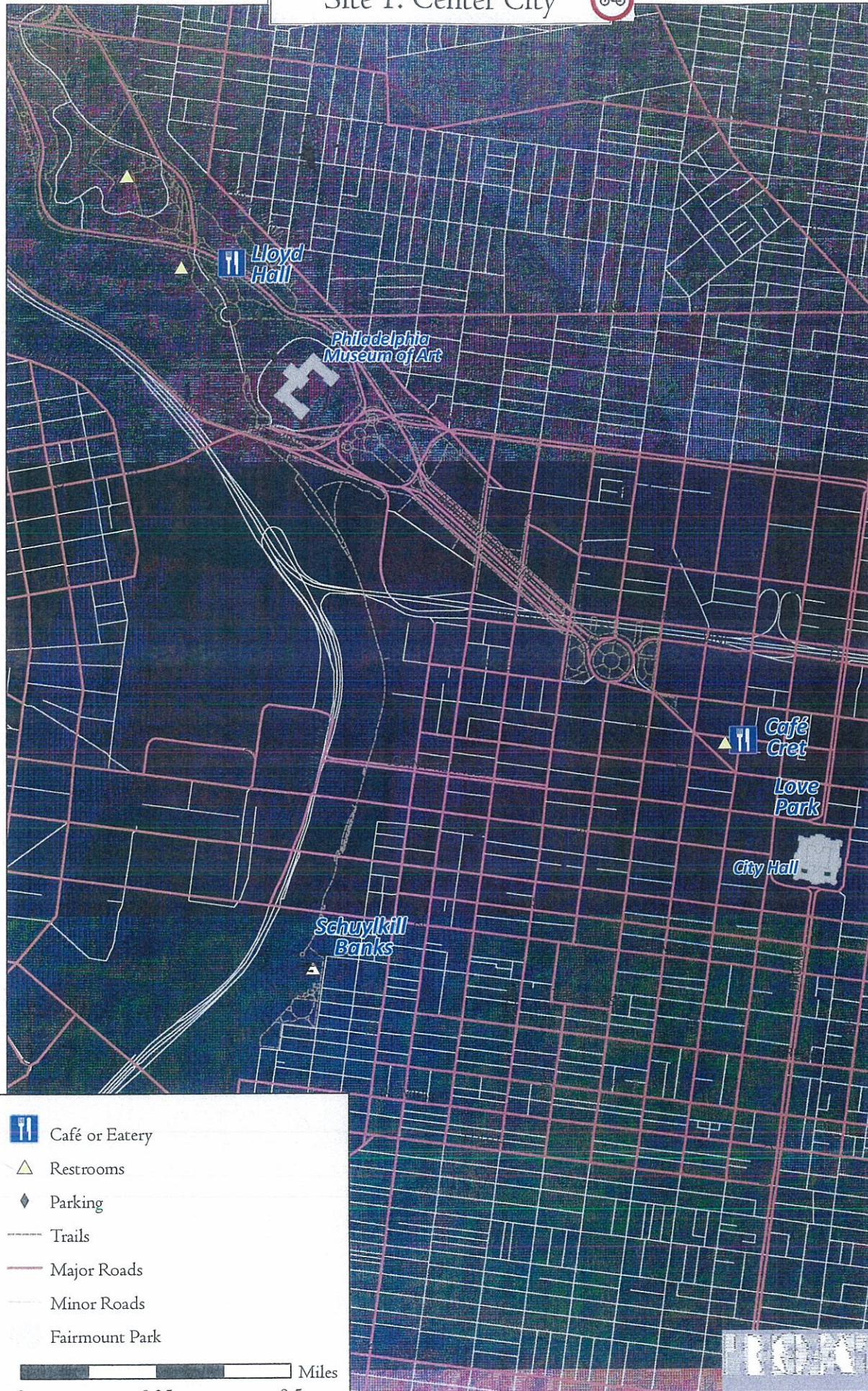
Site Map 2

Site Map 4

Site Map 1



Site I: Center City



Café or Eatery

Restrooms

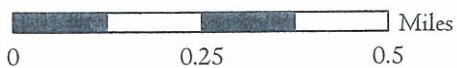
Parking

Trails

Major Roads

Minor Roads

Fairmount Park



Site 2: Fairmount Park



Wissahickon
Transfer Station

Bathey
House

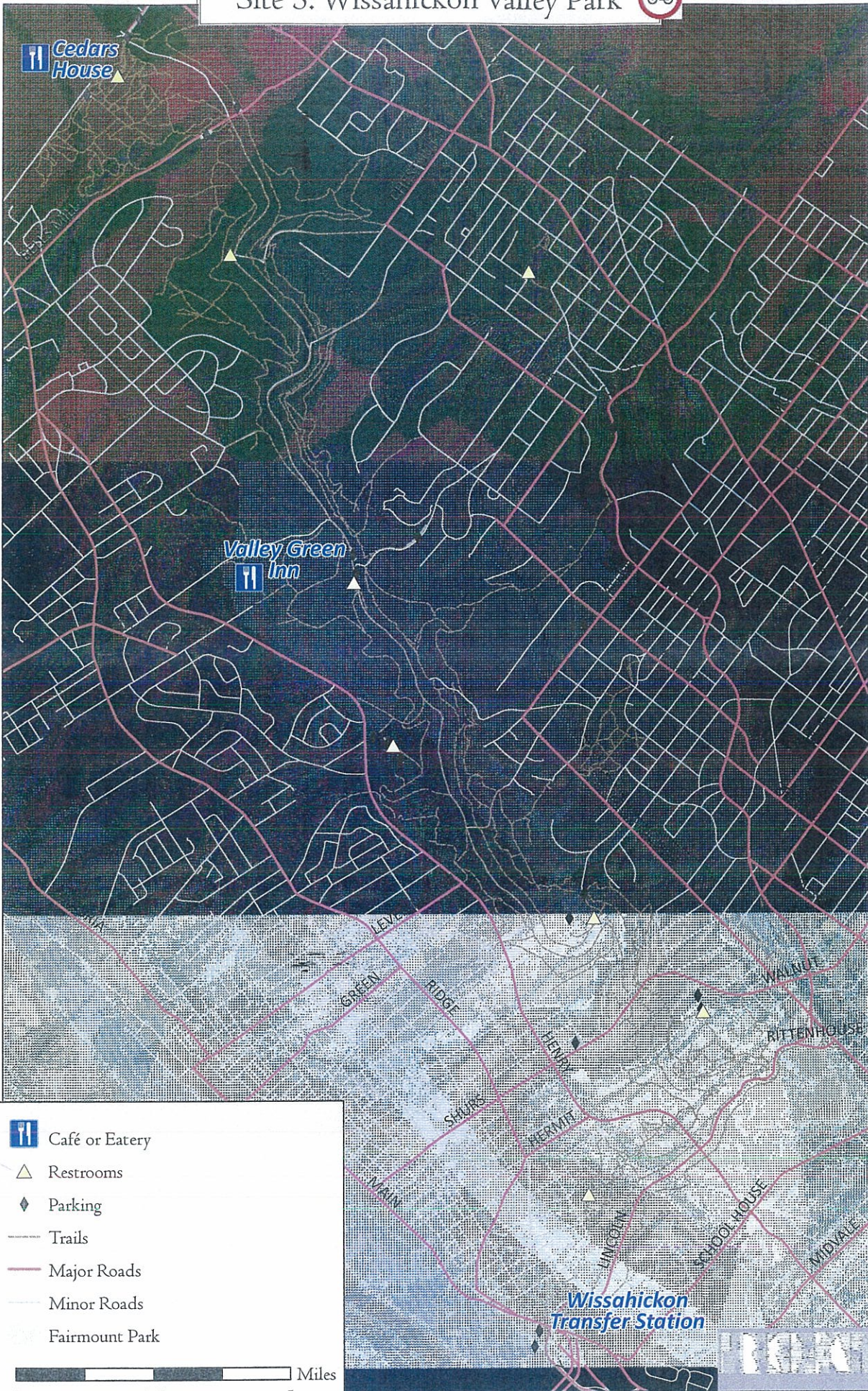
Ohio House
Café

Lloyd
Hall

- ★ Existing Bike Rental Location
- ☪ Café or Eatery
- △ Restrooms
- ◆ Parking
- Trails
- Major Roads
- Minor Roads
- Fairmount Park

0 0.25 0.5 Miles

Site 3: Wissahickon Valley Park



Café or Eatery

Restrooms

Parking

Trails

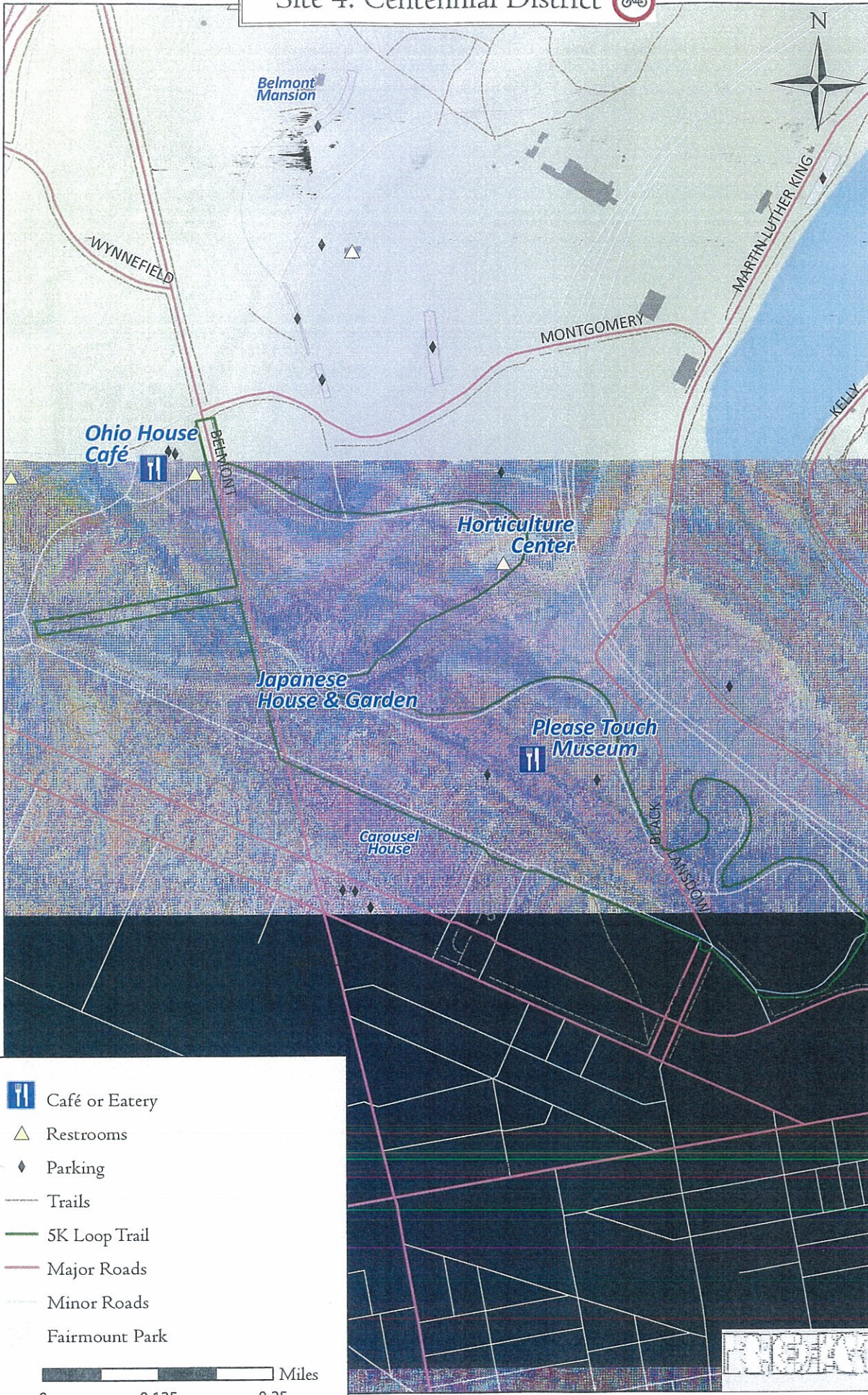
Major Roads

Minor Roads

Fairmount Park

0 0.5 1 Miles

Site 4: Centennial District



-  Café or Eatery
-  Restrooms
-  Parking
-  Trails
-  5K Loop Trail
-  Major Roads
-  Minor Roads
-  Fairmount Park

0 0.125 0.25 Miles

APPENDIX 9

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 9** 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 9** 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 9**, 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 9**.

APPENDIX 10

**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**").¹

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	-	<u>5% - 10%</u>
		And/Or
WBE Ranges	-	<u>5% - 10%</u>
DSBE Ranges	-	<u>0%</u>

¹ 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 agency² 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)

² 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 subcontractor 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, telephone 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 rashid.henry@phila.gov.*

Please See Form A: Solicitation for Participation and Commitment Form

APPENDIX 11

SAMPLE QUARTERLY M/W/DSBE REPORT

**QUARTERLY M/W/DSBE REPORT
POST AWARD COMPLIANCE REVIEW**

QUARTERLY PERIOD: _____ to _____

CONTRACT 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: _____

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 Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)						
Bid Number or Proposal Title: <i>Bike Rental RFP</i>		Name of Bidder/Proposer:			Bid/RFP Opening Date:	
List below ALL MBE/WBE/DBE/DSBE that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.						
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO
Address		Quote Received		Amount Committed To		
Contact Person		YES*	NO	Dollar Amount		
Telephone Number Fax Number				\$		
Email Address				Percent of Total Bid/RFP		
OEO REGISTRY #	CERTIFYING AGENCY			%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO
Address		Quote Received		Amount Committed To		
Contact Person		YES*	NO	Dollar Amount		
Telephone Number Fax Number				\$		
Email Address				Percent of Total Bid/RFP		
OEO REGISTRY #	CERTIFYING AGENCY			%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO
Address		Quote Received		Amount Committed To		
Contact Person		YES*	NO	Dollar Amount		
Telephone Number Fax Number				\$		
Email Address				Percent of Total Bid/RFP		
OEO REGISTRY #	CERTIFYING AGENCY			%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO
Address		Quote Received		Amount Committed To		
Contact Person		YES*	NO	Dollar Amount		
Telephone Number Fax Number				\$		
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

CONCESSION FEE PROPOSAL FORM

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

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

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

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

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

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

Renewal Term (if applicable)

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

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

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

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

2021: \$ _____ plus _____% of Gross Revenues.
MAG

EXHIBIT B

**to Concession Agreement
between
the City of Philadelphia
and
Freetime, Inc. (doing business as “Wheel Fun Rentals”)**

RFP Addendum #1

City of Philadelphia
Procurement Department

Addendum No. 1

Date: December 1, 2011

Concession RFP # C-104-12

Deadline for Submitting Proposals: 10:00 A.M., local time, December 16, 2011

NOTICE

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

REQUEST FOR PROPOSALS FOR

**The Operation and Management of Bicycle
Rental Stations in the Fairmount Park System**

RFP # C-104-12

IS AMENDED AS FOLLOWS

Except as expressly amended by this Addendum No. 1, the RFP is unchanged. Except as otherwise defined in this Addendum No. 1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

Part 1

- 1.1 The City believes that the information and data in this Addendum No. 1 is 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 Licensed Premises, the RFP, the Concession Agreement, their Proposal, or this Addendum No. 1.

Part 2

- 2.1 In accordance with the RFP, the City of Philadelphia conducted a mandatory Pre-Proposal Meeting and Tour on November 10, 2011. At the meeting, potential

Respondents asked questions about the RFP. After the Pre-Proposal Meeting and Tour, some potential Respondents submitted additional questions in writing to the City. This Addendum No. 1 incorporates into the RFP the questions from the Pre-Proposal Meeting and Tour, questions submitted to the City in writing after the meeting and tour, and the City's written answer to each of those questions, as set forth below.

Question No. 1: Does the City have reports on the revenue or profits from the previous concessionaire's bicycle rental operation at Lloyd Hall?

City Answer: No. The previous concessionaire did not provide reports on revenues or profits from the Lloyd Hall bicycle rental operation, and therefore the City does not have such information.

Question No. 2: Can the City provide the concession fee arrangement between the City and the previous concessionaire at Lloyd Hall?

City Answer: The previous concessionaire agreed to pay the City \$201 each month, plus \$3.00 per rental, and 8% of its net income (i.e. its income after it paid all its expenses) per month from its operation of the concession.

Question No. 3: Beside the bicycle rental service, what other services is the Concessionaire permitted to operate for this Concession?

City Answer: In addition to the bicycle rental service, the Concessionaire may operate bicycle tours and bicycle maintenance services for non-bicycle rental patrons. The Concessionaire may also provide other services, such as segway rentals and tours, but those services require the City's prior approval, which may include restrictions. Please see Section 3.26.2 of the RFP for additional information.

The City has issued permits to two segway rental and tour operators to provide tours that include the Fairmount Park locations listed below. The operators are DeTours, LTD. and I-Glide Tours and Rentals, LLC. DeTours base of operations is located in the Old City neighborhood of Philadelphia; I-Glide's base of operations is located in the Eakins Oval parking lot across from the Philadelphia Museum of Art. The permits of both operators are effective through December 31, 2011, and the City has the right to extend each permit annually.

Fairmount Park Segway Tour Sites:

JFK Plaza
Benjamin Franklin Parkway
Philadelphia Museum of Art area (in front and behind the museum)
Schuylkill Banks
Rittenhouse Square

Question No. 4: Will the Concessionaire be required to pay a “tour fee” for providing tours through the Fairmount Park System?

City Answer: No, the Concessionaire is not obligated to pay a “tour fee” for providing tours through the Fairmount Park System. The Concession Fee is the only fee the Concessionaire is required to pay.

Question No. 5: Permits are required for cyclists riding in the Wissahickon Valley. Will the City require the Concessionaire to purchase permits for each rental patron?

City Answer: No.

Question No. 6: Does the City require tour guides to be certified to lead tours?

City Answer: Section 9-214 of the Philadelphia Code requires that a tour guide operating for compensation in the Center City Tourist Area obtain certification. Although not every bicycle rental location may be in the Center City Tourist Area as defined in Section 9-214, the Concessionaire shall obtain a tour guide certification before the Concessionaire operates bicycle tours in any portion the Center City Tourist Area. The City recommends that each potential Respondent confer with private legal counsel about Section 9-214 and the requirements for obtaining tour guide certification under that provision.

Question No. 7: Will the City permit the Concessionaire to install non-permanent, overnight storage containers at the bicycle rental locations? If so, are there specifications for the appearance of the storage containers?

City Answer: The Concessionaire may install a non-permanent storage structure for overnight storage only in the parking lot adjacent to the bicycle rental station at Lloyd Hall. Please see Section 2.3.3.4 and Appendix 7 of the RFP for additional information.

The Concessionaire may not install a non-permanent storage structure for overnight storage at JFK Plaza or Three Parkway Plaza. The City, however, will work with the Concessionaire to identify off-site storage to accommodate the storage needs for either of those locations, if any. Please see Section 3.7 of the RFP for additional information.

The Concessionaire shall install storage structures with color(s) that are appropriate (i.e. that blend in with the park setting), do not have any advertisements on them, and do not block pedestrian or vehicular traffic.

Question No. 8: Can the City provide the most recent annual tourism numbers and a five-year trend?

City Answer: Exhibit A.1 of this Addendum No.1 includes a chart that documents domestic visits to Greater Philadelphia by market segment from 1997-

2010. The chart provided in Exhibit A.1 was produced by the Greater Philadelphia Tourism Marketing Corporation (“GPTMC”). For additional information about domestic visits to Philadelphia, please visit GPTMC’s research and report site at <http://www.visitphilly.com/research/>. A Respondent may also contact Laura Maikisch, Research Analyst for GTPMC, at laura@gptmc.com for more information.

Exhibit A.2 of this Addendum No.1 includes several charts that document international visits to Greater Philadelphia. The charts provided in Exhibit A.2 were produced by the Philadelphia Convention & Visitors Bureau (“PCVB”). For additional information about international visits to Philadelphia, please visit PCVB’s facts and research site at <http://www.philadelphiausa.travel/about-us/philadelphia-facts-research>. Respondents may also contact Kathleen Titus, Executive Director of Tourism for PCVB, at kathleen@pcvb.org for more information.

Question No. 9: Will the City make the sign-in sheet for the Pre-Proposal Meeting available for public review?

City Answer: Yes. A list of attendees who signed the sign-in sheet at the Pre-Proposal Meeting is set forth in **Exhibit A.3** of this Addendum No.1. If a Respondent has difficulty reading the information in Exhibit A.3, the Respondent may contact the Project Manager, Marc Wilken, for clarification at 215-683-0232 or marc.wilken@phila.gov.

Question No. 10: Will the City permit the Concessionaire to operate the Concession for a 12-month period?

City Answer: If the Concessionaire believes there is sufficient business throughout the year to support the Concession, then the Concessionaire may operate the Concession year-round.

Question No. 11: What control does the Department of Parks and Recreation have over the parking lot adjacent to Lloyd Hall? Is it possible for someone to park a truck in the parking lot and establish a competing bicycle rental program?

City Answer: The Department of Parks and Recreation has jurisdiction over the parking lot adjacent to Lloyd Hall. The Department of Parks and Recreation will prohibit any competing bicycle rental business from operating in that parking lot.

Question No. 12: Will the City permit a rental shed to be located adjacent Lloyd Hall?

City Answer: Yes, the Concessionaire may place a rental shed next to Lloyd Hall. The City, however, prefers that the Concessionaire use a more portable structure at Lloyd Hall, and the City will consider Proposals with this preference in mind.

Question No. 13: Will the City provide the Concessionaire with access to electrical power at the bicycle rental locations?

City Answer: The bicycle rental locations listed in Section 2.3.A.1 and 2 of the RFP have access to electrical power. Despite the first sentence of Section 3.9.2 of the RFP regarding charges and fees for utility service, the Concessionaire may use electrical service at each bicycle rental location listed in Section 2.3 of the RFP at no charge, but the Concessionaire shall pay for all needed cables and connections. The City does not guarantee that any additional bicycle rental locations will have access to electrical service, and the City does not guarantee that it will be able to provide electrical service at those locations at no cost to the Concessionaire.

Question No. 14: What are the lease terms between the Trolley Car Café and its bicycle rental operator? What are the lease terms between the Trolley Car Café and the City?

City Answer: The bicycle rental operator at the Trolley Car Café has a three-year license with the operator of the Café that expires at the conclusion of the 2012 bicycle rental season. The operator of the Trolley Car Café has a lease agreement with the Fairmount Park Historic Preservation Trust, a private, nonprofit corporation. The initial ten-year term of the lease expires in 2018; it may be renewed for an additional ten years.

Question No. 15: Will the City allow rental kiosks large enough to enable the Concessionaire to sell merchandise and store tools for bicycle repairs?

City Answer: The City will entertain Proposals for kiosks with room for merchandise retail sales and bicycle repairs. Kiosks and all other capital improvements to the Licensed Facilities are subject to Sections 3.8 and 3.18 of the RFP. The Concessionaire shall not install kiosks or any capital improvements outside the limits of the Licensed Facilities. As an alternative to kiosks, the Concessionaire may provide repairs and store tools in storage containers the Concessionaire provides for its operation of the Concession.

Question No. 16: If the Concessionaire found a particular bicycle rental location was not viable, including Three Parkway Plaza, JFK Plaza or Lloyd Hall, would the City permit the Concessionaire to vacate the bicycle rental location and/or operate at a different location?

City Answer: If after one year of operation the Concessionaire demonstrates that one of its initial bicycle rental locations is not viable, the Concessionaire may propose one or more alternative bicycle rental locations, but the Concessionaire shall at all times operate at least two bicycle rental locations. The City may approve or disapprove each of the Concessionaire's proposed alternative locations in the City's sole discretion.

**ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT**

_____, 2011

**CITY OF PHILADELPHIA, DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS FOR THE OPERATION AND MANAGEMENT OF BICYCLE
RENTAL STATIONS IN THE FAIRMOUNT PARK SYSTEM**

I have carefully read Addendum No. 1 to the Request for Proposals for Operation and Management of Bicycle Rental Stations in the Fairmount Park System, and I certify that I have received all pages and exhibits listed in Addendum No. 1.

Name of Respondent

Signature of Individual or Authorized signer

Printed Name and Title of signer

EXHIBIT A.1

GREATER PHILADELPHIA DOMESTIC TOURISM INFORMATION

Domestic Visits to Greater Philadelphia by Market Segment

Visitor Volume Estimates (in millions)									
	Overnight Business	Overnight Leisure	Day Business	Day Leisure	Overnight Visitors	Day Visitors	Business	Leisure	Total Domestic Visitors
1997	1.39	7.30	2.48	15.50	8.69	17.97	3.87	22.79	26.66
1998	1.42	8.25	2.09	15.71	9.67	17.80	3.50	23.97	27.47
1999	1.26	8.19	2.49	15.39	9.45	17.88	3.75	23.58	27.33
2000	1.48	8.11	2.56	16.21	9.59	18.76	4.04	24.32	28.35
2001	1.39	8.11	2.37	15.87	9.50	18.24	3.76	23.98	27.74
2002	1.46	9.35	2.30	16.54	10.81	18.84	3.76	25.89	29.65
2003	1.54	10.08	2.28	19.11	11.61	21.39	3.81	29.19	33.00
2004	1.87	11.14	2.28	19.27	13.01	21.55	4.15	30.41	34.56
2005	2.02	11.85	2.30	20.03	13.87	22.33	4.31	31.88	36.19
2006	2.01	11.65	2.48	20.04	13.66	22.52	4.49	31.69	36.17
2007	2.01	11.79	2.49	20.51	13.80	23.00	4.51	32.30	36.80
2008	1.89	11.56	2.44	20.83	13.45	23.27	4.34	32.39	36.72
2009	1.80	11.35	2.36	20.50	13.14	22.87	4.16	31.85	36.01
2010	1.93	12.50	2.41	20.58	14.43	22.99	4.34	33.08	37.42
TOTAL	23.5	141.2	33.3	256.1	164.7	289.4	56.8	397.3	454.1
Growth	39%	71%	-3%	33%	66%	28%	12%	45%	40%

Annual Growth Rates									
	Overnight Business	Overnight Leisure	Day Business	Day Leisure	Overnight Visitors	Day Visitors	Business	Leisure	Total Domestic Visitors
1997									
1998	2%	13%	-16%	1%	11%	-1%	-10%	5%	3%
1999	-11%	-1%	19%	-2%	-2%	0%	7%	-2%	0%
2000	18%	-1%	3%	5%	1%	5%	8%	3%	4%
2001	-6%	0%	-7%	-2%	-1%	-3%	-7%	-1%	-2%
2002	5%	15%	-3%	4%	14%	3%	0%	8%	7%
2003	5%	8%	-1%	16%	7%	14%	2%	13%	11%
2004	21%	11%	0%	1%	12%	1%	9%	4%	5%
2005	8%	6%	1%	4%	7%	4%	4%	5%	5%
2006	0%	-2%	8%	0%	-2%	1%	4%	-1%	0%
2007	0%	1%	1%	2%	1%	2%	0%	2%	2%
2008	-6%	-2%	-2%	2%	-3%	1%	-4%	0%	0%
2009	-5%	-2%	-3%	-2%	-2%	-2%	-4%	-2%	-2%
2010	7%	10%	2%	0%	10%	1%	4%	4%	4%
Growth	39%	71%	-3%	33%	66%	28%	12%	45%	40%

Sources: Longwoods International, Tourism Economics

Visitor Volume Explanation

Visitor volume is provided by Longwoods International based on survey data from their TravelUSA national panel. Over the course of the year, Longwoods surveys more than 100,000 U.S. travelers to determine their travel activity over the previous quarter. Data collected includes destinations visited, length of trip, travel spending, and more. That data is then weighted to represent the U.S. population, and used to produce an estimate of visitation to Greater Philadelphia (and other destinations) on an annual basis. For more information please visit Longwoods International research webpage at: <http://www.longwoods-intl.com/research/travel-tourism/>

EXHIBIT A.2

GREATER PHILADELPHIA INTERNATIONAL TOURISM INFORMATION

1 2010 U.S. City Ranking Based on International Visitation

City	Visitation	Volume Change from 2009
1. New York City	8,462,000	9%
2. Los Angeles	3,348,000	33%
3. Miami	3,111,000	17%
4. Orlando	2,715,000	13%
5. San Francisco	2,636,000	18%
6. Las Vegas	2,425,000	31%
7. Washington, D.C.	1,740,000	13%
8. Honolulu	1,634,000	9%
9. Boston	1,186,000	4%
10. Chicago	1,134,000	2%
11. San Diego	765,000	24%
12. Atlanta	712,000	25%
13. Philadelphia	633,000	7%
14. Flagstaff/Grand Canyon/Sedona	501,000	17%
15. Seattle	475,000	33%
16. Houston	448,000	5%
17. Anaheim -/Santa Ana	369,000	19%
18. Tampa/St. Petersburg	343,000	-15%
19. Dallas/Plano/Irving	343,000	20%
20. San Jose	230,000	11%

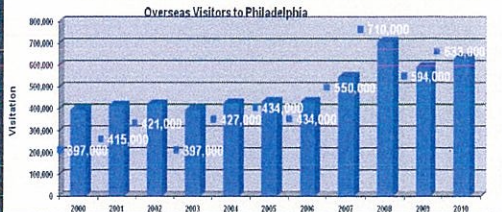
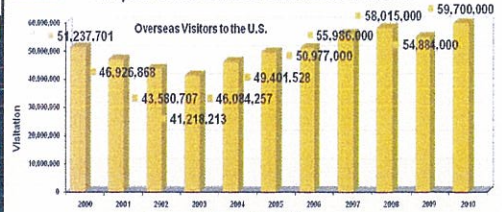
*Visitation statistics according to the U.S. Office of Travel and Tourism Industries (O.T.T.I.)

2 PCVB International Markets

Country	Population	2010 Visitors to Phila.	% Increase from 2009
United Kingdom	62,698,362	92,000	2.4%
Germany	81,471,834	67,000	3.9%
France	65,312,249	63,000	4.7%
Italy	61,016,804	34,000	4.1%
China	1,336,718,015	30,000	3.8%
Oceania	35,670,000	28,000	2.9%
Australia	21,766,711	26,000	2.9%
India	1,189,172,906	26,000	4.0%
Spain	46,754,784	22,000	3.4%
Netherlands	16,847,007	17,000	2.9%
Brazil	203,429,773	16,000	1.3%
Switzerland	7,639,961	14,000	3.7%
Ireland	4,670,976	13,000	3.6%
Russia	138,739,892	5,000	2.8%
TOTAL	6,928,198,253	633,000	7.0%

Emerging markets the PCVB began working in 2009 and 2010 are noted in green.

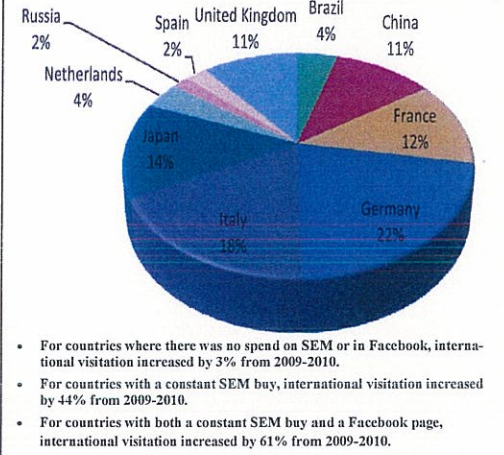
3 10 year Overview of Overseas Visitors



4 Media Value Report



5 2010 Website Visitation by Country



6 Search Engine Marketing Statistics Annual Comparison 2009 & 2010

Year	Impressions	Click from Impression	%	Year	Impressions	Click from Impression	%
Jan-09	N/A	N/A	-	Jan-10	668,349	3,446	0.52%
Feb-09	22,189	159	0.72%	Feb-10	800,115	3,936	0.49%
Mar-09	134,708	930	0.69%	Mar-10	697,827	3,357	0.48%
Apr-09	183,621	1,129	0.61%	Apr-10	517,621	2,942	0.57%
May-09	89,132	924	1.04%	May-10	484,709	3,349	0.69%
Jun-09	199,129	1,343	0.67%	Jun-10	480,301	3,551	0.74%
Jul-09	416,645	3,123	0.75%	Jul-10	641,340	3,984	0.62%
Aug-09	430,867	3,941	0.91%	Aug-10	520,424	3,628	0.70%
Sep-09	449,303	4,110	0.91%	Sep-10	474,600	3,525	0.74%
Oct-09	433,337	4,379	1.01%	Oct-10	543,035	3,678	0.68%
Nov-09	267,722	1,726	0.64%	Nov-10	731,976	4,030	0.55%
Dec-09	464,097	2,789	0.60%	Dec-10	456,693	3,375	0.74%
CY 2009	3,090,750	24,553	0.79%	CY 2010	7,016,990	42,801	0.61%

* Contains 11 months

International Tourism Statistics Explanation

International tourism statistics are provided by the United States Department of Commerce, Office of Travel & Tourism Industries (“OTTI”) based on survey data from their Visitor Arrival Program. The program surveys international air travel to the United States through “I-94 forms” completed by international visitors. The I-94 form highlights overseas visitor arrivals by country of residence, ports of entry, mode of transportation, type of visa, and other information. For more information please visit the OTTI’s main website at:

<http://tinet.ita.doc.gov/>

Please note that the data provided in the charts above only reflect international visitors that come to Philadelphia by air. Furthermore, OTTI does not collect survey data for international trips from Mexico or Canada to the United States and therefore such information is not provided in the charts above.

EXHIBITA.3

LIST OF ATTENDEES FOR THE PRE-PROPOSAL MEETING

Company Name	Contact Name	Street Address	City	State	Zip Code	Phone	E-Mail
BEST TRANSIT	215-276-6400 NASIR GILL WASIF YAKOOB	800 W OLNEY AVE	Phila	PA	19120	215-276-6400	Robina@besttransit.net
CB ENTERPRISES	JAMIE STANKWELER	421 PACE RD	DUNNINGTOWN	PA	19335	610 960 1901	jinstankw@tdmail.com
B.L. Shaw Philadelph Russell Meddi	Russell Meddi	2114 Recr S	Phila	PA	19103	215 460 0046	russellmeddi@bikeshowphila.com
Fuji Bicycles ADVANCED SPORTS	Jeff Buyer	1940 DUTTON RD	Philly	PA	19054	267.350.6178	JBUYER@ADVANCEDSPORTS.C
TROPHY BIKES W	M. McGettigan	712 N. 2nd	''	PA	19123	215 990 9275	michaelmcgettigan@mac.com
Bike and Roll	Stephen Marks	100 Pennsylvania Ave NW Wash, DC 20004				703-244-1045	stephen@bikerthesites.com
Breakaway Bikes Joseph Wentzell	Joseph Wentzell	1925 Chestnut St Phila PA 19128	Phila	PA	19128	215-5686002	joe@breakawaybikes.com
PPR PPR	Rob Armstrong	1515 Arch St. 10th Fl.	Phila	PA	19102	215 683 0229	rob.armstrong@phila.gov

Company Name	Contact Name	Street Address	City	State	Zip Code	Phone	E-Mail
Velo-Park	Ronn Adu	269 S. Van Pelt St. Phila PA	Phila	PA	19103	267-207-8430	rwa@velo-park.com
FAIRMOUNT BICYCLES	SHELLY SALAMON	2015 FAIRMONT AVE PHILA PA 19130	PHILA	PA	19130	267-507-9370	SHELLY@FAIRMOUNTBICYCLES.COM
BIKE AND ROLL	Cycles Works	152W 36 TH ST SUITE 501 N.Y.C. 10018	NY	NY	10018	212-266-0466	cycles@bikenewyorkcity.com
Advanced Sports	Alice Kodama	10940 DUTEN ROA 19154	Phila	PA	19154	215-954-5623	akodama@gmail.com
Neighborhood Bike Works	David Lewis-Benge	3816 Chestnut Walk	Phila	PA	19104	215-386-0716	dcb@neighborhoodbikeworks.org
Bicycle Coalition	Alex Doty	1500 Walnut St #1107	Phila	PA	19102	215-242-9253	alex@bicyclecoalition.org
CCD	Hal Welch	660 Chestnut	Phila	PA	19106	215-440-5520	hwelch@centercityphila.org
OEO	Rosalee Perry	1515 Chestnut 12 th Fl	Phila	PA	19102	215-605-2077	rosalee@oio.org

EXHIBIT C

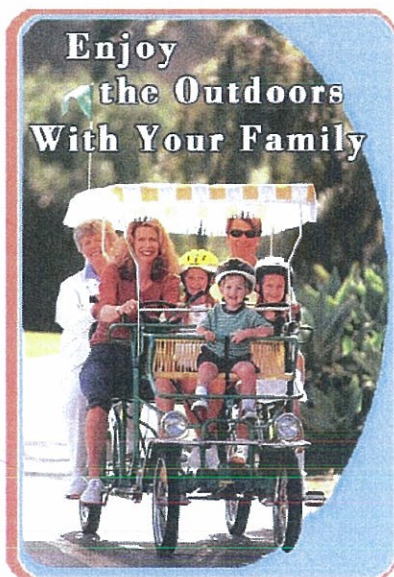
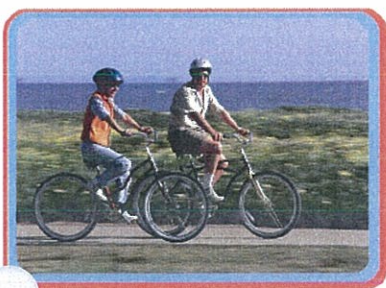
**to Concession Agreement
between
the City of Philadelphia
and
Freetime, Inc. (doing business as “Wheel Fun Rentals”)**

Concessionaire’s Proposal



Concession Proposal

For The Operation and Management of Bicycle Rental Stations In The Fairmount Park System



1. RFP Number; C-104-12
2. Respondent's name and address;
Freetime Inc, DBA Wheel Fun Rentals
4526 Telephone Road #202
Ventura, CA 93003
3. Identification as;
Proposal for the Operation and Management of Bicycle
Rental Stations in the Fairmount Park System
4. Proposals due date, December 16, 2011 at 10:30 a.m.

**CONCESSION PROPOSAL
FOR THE OPERATION AND MANAGEMENT OF BICYCLE RENTAL STATIONS
IN THE FAIRMOUNT PARK SYSTEM**

Page No.

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Cover Letter

Thank you for taking the time to consider Wheel Fun Rentals. Enclosed is a background of what we provide in over 100 locations across the country.

Nationally, Wheel Fun Rentals is ranked #1 in recreation by *Entrepreneur Magazine*. We bring the best of local ownership and couple it with the resources and innovation that can come from a large network of operators.

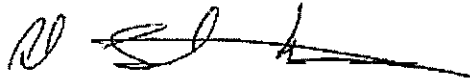
To some, rentals in the park might not seem like a place for leading edge state of the art innovation; however we take this business very seriously. Best practices for customer service, safety, product maintenance, staff hiring & training, accounting, and more are shared on our message boards, at our annual conference, in our newsletters, e-mails, phone calls, and formal training.

As you will see in these pages, we bring a complete approach offering community edification, products promoting healthy lifestyles, and "green values," and we will give back to the community in significant ways.

Locally, we have engaged the services of Fuji Bicycles, a worldwide bicycle brand based in Philadelphia to assist with meetings and from whom we will purchase our two-wheel bicycles and we will work to support local M/W/DSBEs as well.

We hope this proposal will lead to many successful years working in conjunction with the Fairmont Park System and the City of Philadelphia to bring additional recreation and transportation opportunities. We appreciate your consideration.

Sincerely,



Al Stonehouse
President, Wheel Fun Rentals

NOTICE

The information in Addendums #1 and #2 (all pages) of this Proposal, identified by the words —**Confidential Proprietary Information**, 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.

The Information in Addendum #1 is confidential financial reports and tax returns.

The information in Addendum #2 is proprietary in that it compares confidential rental revenue and number of overall visitors at existing Wheel Fun Rentals outlets. We do not believe such a database exists anywhere else.

ADDENDUM #1 - CPA Audited Financial Statements & Federal Income Tax Return
ADDENDUM #2 - Revenue Per 100,000 Visitors Overview

6.4.1. Resume & Detailed Description of Experience

No one else comes close to having the individual or company-wide experience found at Wheel Fun Rentals. We operate over 100 rental outlets, utilizing best practices for customer service, safety, product maintenance, staff hiring & training, accounting, and more are shared on our message boards, at our annual conference, in our newsletters, e-mails, and all communicated daily.

Corporate Management Summary

Al Stonehouse (President)



Al, former president of Diamondback Bicycles and Fitness, was a key player in building the company from under \$15 million to over \$120 million in worldwide sales. During his tenure as president, Diamondback consistently won the industry's "Top Supplier" rating.

While at Diamondback, Al's responsibilities also included over fifteen years heading product development and procurement. He founded the international sales division, which grew to over \$40 million in three years. Al created Diamondback's, fitness division; it's most profitable endeavor, and led a restructuring of risk management activities resulting in average annual savings of over \$500,000.

Al has over 10 years experience in every facet of specialty retail, including merchandising and store management.

Brian McInerney (Executive Vice President)



Brian McInerney has been a pioneer in the recreational rental field. He first imported the Surrey from Italy in 1987 and by 1989 had established five successful rental locations along the west coast. Brian created and managed both rental operations and the industry's first distribution company.

Brian's propensity for experimentation led to twelve years continued refinement of the format, locations, systems and product that work in recreational rental arenas. There is no other person with this depth of understanding in this marketplace.

Brian also possesses twenty years experience in every facet of commercial and investment real estate. After achieving the Top President's Club Award three consecutive years with Merrill Lynch Realty, he and an associate founded, built and eventually sold a successful multi-office real estate brokerage firm in Southern California.

In the spring of 1999, Al Stonehouse joined Brian and together they refined the national Wheel Fun Rentals concept.

In the dozen years since, Al & Brian have overseen the opening of over 100 Wheel Fun Rentals outlets in 13 States serving nearly 1.5 million customers annually. The locations are found in city, county, and state parks and beaches, resort hotels, popular tourist attractions, and anywhere else people gather to enjoy and explore the outdoors together. The locations range from full service food, boat, bike, and motorized vehicle outlets with hundreds of thousands of dollars in rental products as in Lakes Park in Ft. Myers, Florida to smaller fleets of touring bikes for upscale boutique hotel properties as on the Central Coast of California.

Beyond the expansion of the franchise, Al and Brian have transformed recreational rentals by bringing products to the industry that are safer, more durable, and more enjoyable than previously available.

This growth along with our high levels of quality goods and services has led to Wheel Fun Rentals being named #1 in Recreational Rentals by *Entrepreneur* Magazine for several years running.

6.4.1. Resume & Detailed Description of Experience, cont.

Mark Soto (Corporate Controller/Director)

Mark has spent 12 years in the hospitality industry and during his tenure as Controller and General Manager, oversaw various departments at the Four Points by Sheraton Ventura and Alexander's Restaurant, including a popular harbor view restaurant, banquet and catering events of up to 350 people, and room service for the 175 room hotel, as well as front desk, accounting, and sales. Mark graduated with a Bachelors degree in Business from Cal State Channel Islands.



He has been with Wheel Fun Rentals since March 2006 acting as Controller and Director of the company's bike, boat, and food concessions.

Tara Raven (Senior Administrator)

With more than 15 years experience in small business accounting and management, as well as over seven years experience with bicycle rental concessions, Tara oversees all of Wheel Fun Rentals compliance and contractual obligations. In addition to providing operational support to over 100 Wheel Fun Rentals locations nationwide, she is also instrumental in orchestrating company safety and risk management, maintenance, reporting and site selection analysis. Having joined Wheel Fun Rentals in 2004, Tara has been instrumental in our growth and expansion.



Lori Tullberg (Marketing Director)



Lori brings to Wheel Fun Rentals more than 25 years of marketing and branding fun with such companies as Patagonia, Great American Beer Festival, Aspen Ski Co., Flying Dog Brewery, Ojai Valley Inn & Spa, Westport Rivers Winery and New England Collegiate Baseball League. Having spent her entire career working for and with entrepreneurs on marketing, public relations and events, Lori uniquely understands the small business environment and how to distinguish products and services in a crowded marketplace.

Lori has been with Wheel Fun Rentals since April 2011, and is responsible for all marketing and public relations efforts for all 100 Wheel Fun Rentals locations, as well as Wheel Fun Rentals Corporate branding and marketing support.

Central Office

- Including the above, we have twelve staff members at our central office.
- We employ 25 - 75 rental supervisors, staff & mechanics to support locations operated from the central office.
- Approximately 500 supervisors and staff are employed across all Wheel Fun Rentals locations during peak season.
- We have been in business since 2000. Our predecessor company, operated by our founder, began operations in 1987.



6.4 Company Profile; Operating Experience

6.4.1. Resume & Detailed Description of Experience, cont.

Affiliated Firms



Wheel Fun Rentals will partner with locally based Fuji Bicycles as the primary supplier of two-wheeled bicycles. We are proud to support local business and the local economy.

When Fuji was started in 1889, it was named after Mount Fuji, a Japanese symbol of strength and endurance. So perhaps it is fitting that 112 years later, the brand is still thriving and now based here in Philadelphia.



Wheel Fun Rentals has developed an agreement with Segway Inc. to work jointly in the creation and operation of Segway Authorized Tours.

Segway is the leader in personal, green transportation, developing products that transform work, play and life. Since the introduction of the Segway® Personal Transporter (PT), Segway has established itself as a leader in the emerging small electric vehicle (SeV) space. This approach to congestion and environmental challenges is balanced with a strong understanding of the functional needs of users, enabling them to do more with less.

By developing safe, unique products and services Segway is redefining personal transportation. Segway works with commercial and municipal organizations to realize the benefits of zero-emission personal transportation that increase productivity and utilizes existing infrastructure. Segway helps government leaders create the framework to adopt these new technologies and safely and wisely integrate them into society.



6.4.2. Safety records for bicycle rental operations

Customer safety, staff safety, pedestrian safety.

Everything we do has the benefit of knowledge gained over nearly 25 years in the bike rental business. Safety is an outcome - the result of processes and actions. This implementation began with Al Stonehouse, our President, developed and integrated all aspects of the Wheel Fun Rentals safety program.

We have never been sighted by any organization or municipality for any type of safety violation or lapse. We have nearly 1.5 million people getting on and off our rental and tour fleets each year, safety has always been part of our culture.

We design our own specialty cycles, because nothing is available for the rental market. Our designs are safer and more reliable. All bikes are equipped with industry standard safety features, including bells and reflectors. Easily adjustable helmets are supplied at no charge. All fleet product is inspected after each use and maintained based on our proprietary Maintenance Manual.

See additional safety information related to Segway tours, section 6.11.1.12 Description of any other requirements

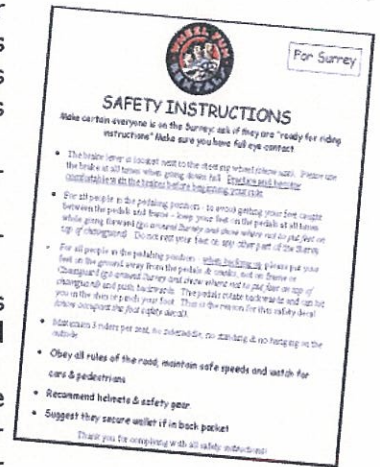


6.4.2. Safety records for bicycle rental operations. Cont.

Safety doesn't just happen, it receives a consistent top down integration into everything we do. It starts with regular maintenance inspections and staff training to assure cycles are inspected and properly fitted before each use. Of even greater importance are customer communications.



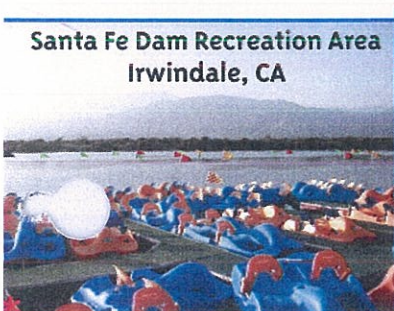
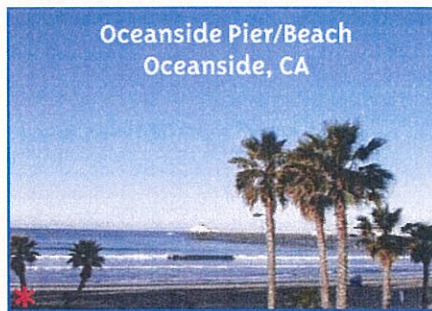
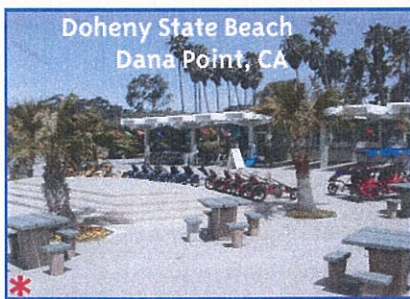
- ⌘ Our staff goes through hands-on training for **Rider Safety and User Information** instructions and to assure nothing is missed we support this training with a reference manual and DVD/video as well as laminated instruction cards.
- ⌘ Clear and simple signage is posted for each customer at the sign-out counter.
- ⌘ Each group is given Rider Safety and User Information instructions before departure.
- ⌘ Helmets & locks are made available to all riders at no additional charge with helmets required for all children under 18 years old.
- ⌘ To further reinforce safety, signage and even the release of liability document, boldly asks the customer to assure they have received rider instructions.



⌘ Instructions are offered in multiple languages.

6.4.3. Similar bicycle rental facilities

The photos below and on the next page represent park locations where Wheel Fun Rentals has a rental concession (* indicates a location with similar bicycle rental facilities). On the following two pages is a list of all Wheel Fun Rentals outlets. Though we have provided references, we encourage inquiries into our performance at any Wheel Fun Rentals outlet.



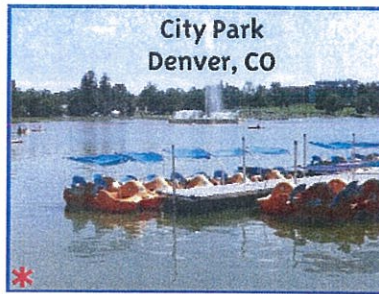
6.4.3. Similar bicycle rental facilities

Arizona:

Tempe — Kiwanis Park

California:

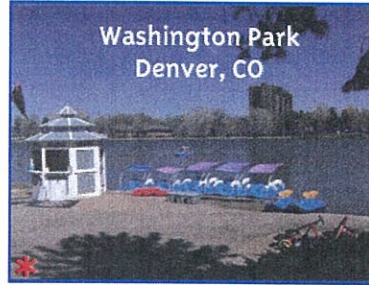
- Capistrano — Riviera Beach Resort
 - Dana Point — Doheny State Beach
 - Doubletree Suites by Hilton
 - Fountain Valley — Mile Square Park
 - Huntington Beach —
 - Hilton Waterfront Beach Resort
 - Waterfront Adventures (Pier)
 - Irwindale — Santa Fe Dam
 - Long Beach — El Dorado Park
 - Shoreline Village
 - The Queen Mary
 - Oceanside — Oceanside Pier
 - Holiday Inn Oceanside Marina
 - Orange — Irvine Park
 - Oxnard —
 - Channel Islands Marine Landing
 - Mandalay Beach Resort
 - Pismo Beach — Pier Location
 - Hwy 1 Location
 - Sandcastle Inn
 - SeaCrest OceanFront Hotel
 - The Cliffs Resort
 - San Diego — Balboa Park
 - Coronado Island Marriott
 - Holiday Inn on the Bay
 - Hotel Del Coronado
 - La Costa Resort & Spa
 - Marriott Hotel and Marina
 - Santa Barbara — Cabrillo St.
 - Fess Parker's Doubletree
 - Hyatt Santa Barbara
 - State Street
 - Solvang — Wine Valley Inn
 - Next to Solvang Park
 - South El Monte —
 - Whittier Narrows Recreation Area
 - Van Nuys — Lake Balboa
 - Ventura — Ventura Pier
 - Crowne Plaza
 - Four Points by Sheraton
 - Holiday Inn Express & Suites
 - Marriott
 - State Beach Picnic Area
- Colorado:**
- Denver — Washington Park
 - City Park
 - Berkeley Park
- Florida:**
- Anna Maria Island — Beach Bums
 - Clearwater — Hyatt Regency
 - Dunedin — Honeymoon Island
 - Best Western Yacht Harbor Inn
 - Fort Meyers — Lakes Regional Park
 - Residence Inn Sanibel Fort Myers
 - Naples—The Vanderbilt Beach Resort
 - Safety Harbor —
 - Safety Harbor Resort
 - Innisbrook Resort & Golf Club
 - Seminole — Lake Seminole Park



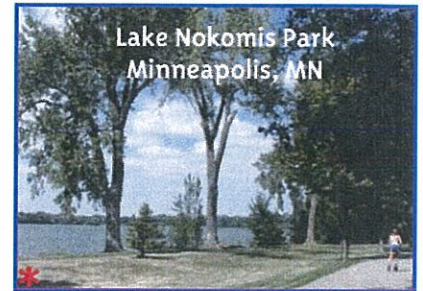
City Park
Denver, CO



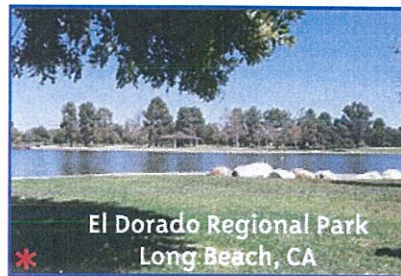
Eagle Creek Park
Indianapolis, IN



Washington Park
Denver, CO



Lake Nokomis Park
Minneapolis, MN



El Dorado Regional Park
Long Beach, CA



Waterfront Park
Portland, OR



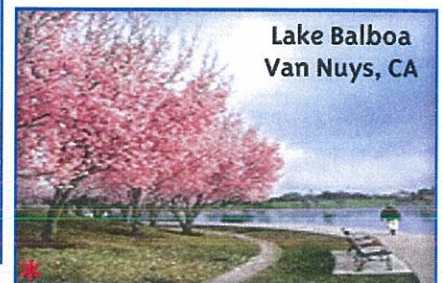
Honeymoon Island State Park
Dunedin, FL



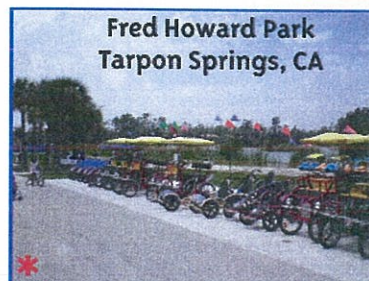
Canal Park
Duluth, MN



Encanto Park
Phoenix, AZ



Lake Balboa
Van Nuys, CA



Fred Howard Park
Tarpon Springs, CA



Alki Beach
Seattle, WA

6.4 Company Profile; Operating Experience

6.4.3. Similar bicycle rental facilities

St. Petersburg — Merry Pier
Magnuson Hotel Marina Cove
The Pier
Thonotosassa — Hillsborough State Park
Tarpon Springs — Fred Howard Park

Georgia:

Jekyll Island — Days Inn & Suites
Quality Inn & Suites
Villas by the Sea
St. Simons island — Ocean Blvd.

Indiana:

Indianapolis — Canal Walk
Eagle Creek Park Marina
White River State Park

Kentucky:

Louisville — Waterfront Park
Waterfront Playground

Minnesota:

Duluth — Canal Park
Canal Park Lodge
Comfort Inn
Hampton Inn
East Gull Lake — Kavanaugh's Resort
Minneapolis — Lake Calhoun
Lake Harriet
Lake Nokomis
Minnehaha Falls

Richfield — Veteran's Memorial Park

North Carolina:

Carolina Beach — Lake Park
On the Boardwalk
Marriott
Tranters Creek

Ohio:

Cincinnati — Sawyer Point Park

Oregon:

Bend — Old Mill District
Phoenix Inn
Black Butte Ranch — Recreation Area
Portland — Waterfront Park
Redmond — Eagle Crest Resort
Seaside — Avenue A
Heritage Square
Holladay Drive
Quatat Park
Sunriver — Thousands Trails

Washington:

Seattle — Alki Beach

Wisconsin:

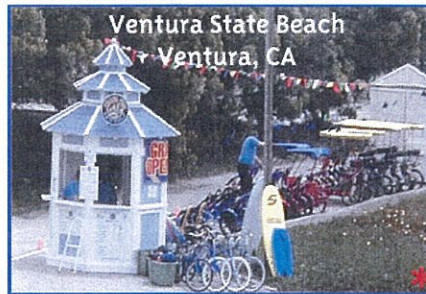
Superior — Barkers Island Inn



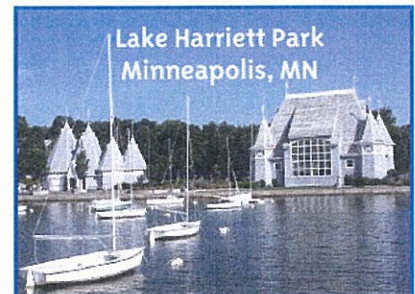
Lake Park
Carolina Beach, NC



Balboa Park
San Diego, CA



Ventura State Beach
Ventura, CA



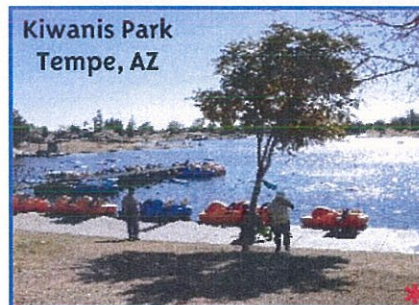
Lake Harriett Park
Minneapolis, MN



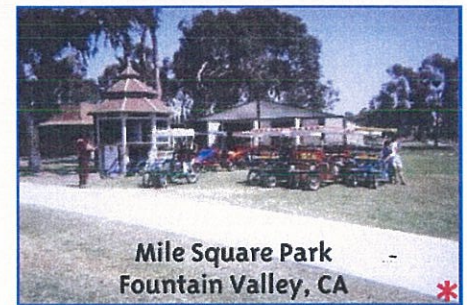
Lakes Regional Park
Ft Myers, FL



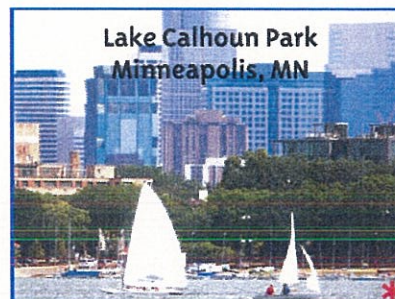
Quatat Park
Seaside, OR



Kiwanis Park
Tempe, AZ



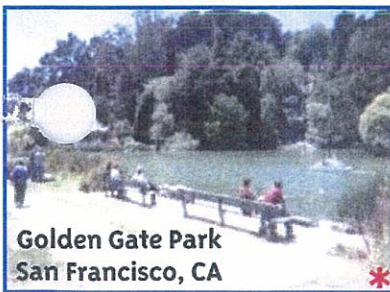
Mile Square Park
Fountain Valley, CA



Lake Calhoun Park
Minneapolis, MN



Whittier Narrows Recreation Area
South El Monte, CA



Golden Gate Park
San Francisco, CA



Sawyer Point Park
Cincinnati, OH



White River State Park
Indianapolis, IN



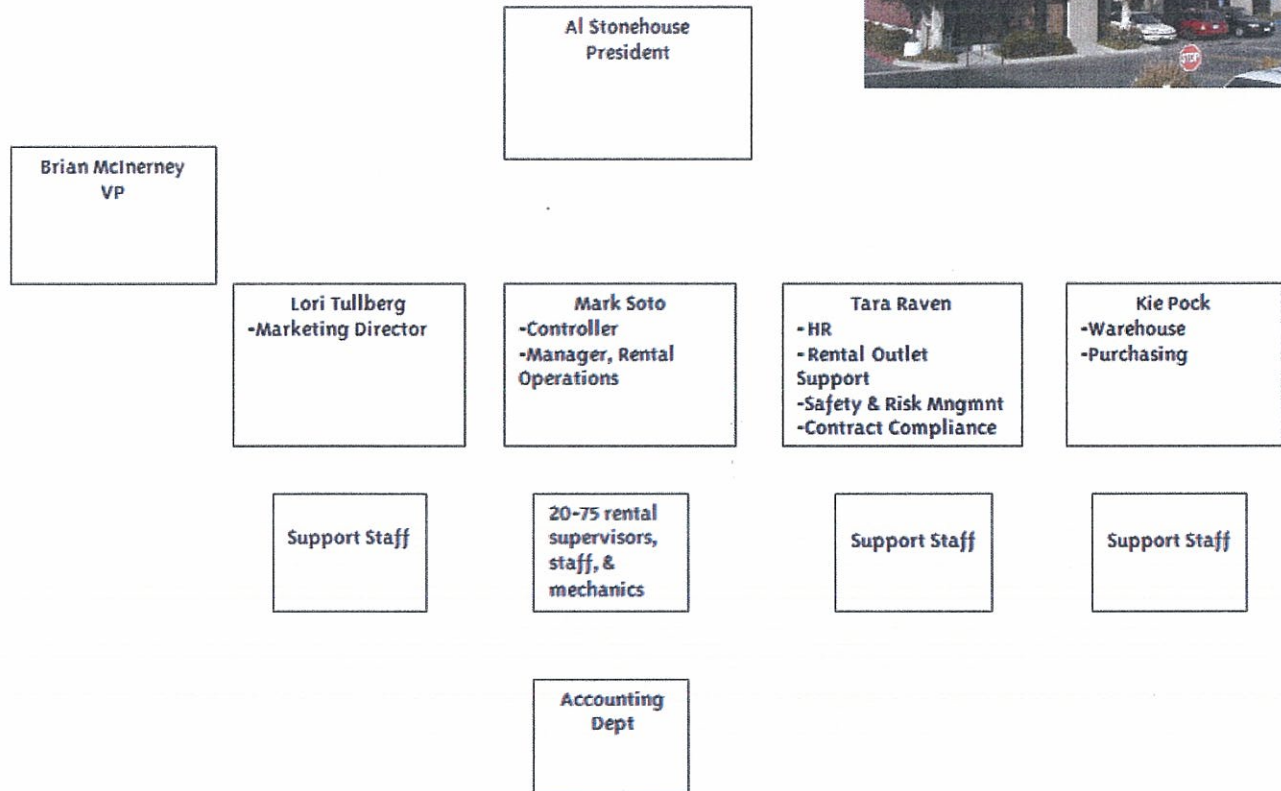
Bielenson Park
Los Angeles, CA

6.4 Company Profile; Operating Experience

6.4.4. Corporate structure and ownership.

Al Stonehouse and Brian McInerney are partners in Wheel Fun Rentals and hold approximately a 70% share in the company, non-active investors hold the balance of the shares.

The company is structured as a franchisor who both owns and operates rental locations as well as oversees franchised rental locations. The corporate structure is outlined below:



6.4.5. Names and addresses of owners and corporate officers of Wheel Fun Rentals.

President & Treasurer

Al Stonehouse
4526 Telephone Rd, Ventura, CA 93003

Vice President & Secretary

Brian McInerney
4526 Telephone Rd, Ventura, CA 93003

6.4.6 Federal Employer Identification Number

77-0529176

6.4.7 Related Companies - Parent, subsidiary, affiliate, and partnership relationships

Wheel Fun Rentals has no formal parent, subsidiary, affiliate, or partnership relationships.

- Wheel Fun Rentals has a consultant and supplier relationship with Fuji Bicycles.
- Informally the company has a relationship with Segway Inc., see section 6.11.1.12 Description of any other requirements.
- Informally the company has supplier relationships with Future Beach boats, Hobie Water Sports, Genuine Scooters, and Yolo Stand-Up Paddle Boards.

6.4.8 Articles of incorporation & board of directors / officers

Freetime, Inc. dba Wheel Fun Rentals is a Corporation filed in the State of California on December 7, 1999. See previous page for Corporate Officers.

2151558

ARTICLES OF INCORPORATION

OF
FREETIME, INC.

ENDORSED-FILED
In the Office of the Secretary of State
of the State of California

DEC 7 - 1999

I.

The name of this corporation is FREETIME, INC.

Bill Jones
BILL JONES, Secretary of State

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession, permitted to be incorporated by the California Corporations Code.

III.

The name and address in this state of the corporation's initial agent for service of process is Michael L. McQueen, 340 Rosewood Avenue, Suite A, Camarillo, California 93010.

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1,500,000.

V.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

DATED: December 6, 1999

By:

Michael L. McQueen
MICHAEL L. McQUEEN
Incorporator

I declare that I am the person who executed the above Articles of Incorporation and such instrument is my act and deed.

By:

Michael L. McQueen
MICHAEL L. McQUEEN



6.4 Company Profile; Operating Experience

6.4.9 References

All contacts below represent current bicycle park concession arrangements.

Los Angeles County Department of
Parks and Recreation
John Norcia
15501 East Arrow Highway
Irwindale, CA 91706
626-334-1065
jnorcia@parks.lacounty.gov

California State Parks
Joanie Rowe – Concession Specialist
300 Avenida Del Presidente
San Clemente, CA 92672
949-366-8508
jrowe@parks.ca.gov

Minneapolis Parks & Recreation Board
Don Sigglekow
2117 West River Road
Minneapolis, MN 55411
612-230-6400
DSigglekow@minneapolisparcs.org

Orange County Parks & Recreation Department
Andrea Richard
300 N. Flower Street 4th Floor
Santa Ana, CA 92702
714-834-4677
richarda@pfrd.co.orange.ca.us

Denver Parks and Recreation Dept
Fred Weiss - Director of Finance and
Administration
201 W. Colfax #601
Denver, CO 80202
720-913-0735
fred.weiss@ci.denver.co.us

Lee County Parks and Recreation
Gary Porter – Manager of Parks
3410 Palm Beach Blvd.
Fort Myers, FL 33916
239-533-7275
PorterGP@leegov.com

6.4.10 City contacts over last five years

Wheel Fun Rentals or any related companies have not had contact with the city of Philadelphia over the last 5 years.

6.4.11 Bankruptcy protection filing

Wheel Fun Rentals or any related companies have not had any bankruptcy filings ever.

6.4.11 Surety companies

Travelers Insurance
700 North Central Ave
Glendale, CA 91203
\$65,000, Annual
\$1,000, Annual
\$2,500, Annual

Contractors Bonding Insurance Co.
111 Pacifica, Suite 350
Irvine, CA 92618
\$65,000, Annual
\$15,000, Annual
\$1,000, Annual
\$2,500, Annual

Wheel Fun Rentals or any related companies have not had any performance bonds called on due to unsuccessful completion of the contract or any other reason, ever.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)		Name of Bidder/Proposer:		Bid/RFP Opening Date:	
Bid Number or Proposal Title: Bike Rental RFP		Work or Supply Effort to be Performed		Commitment Made	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE Company Name Address Contact Person Telephone Number Fax Number Email Address OEO REGISTRY # CERTIFYING AGENCY		Date Solicited By Phone _____ By Mail _____ Quote Received YES ² _____ NO _____ Amount Committed To Dollar Amount \$ _____ Percent of Total Bid/RFP % _____		YES (# Yes, give date) _____ NO _____ GIVE REASON(S) If No Commitment	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE Company Name Address Contact Person Telephone Number Fax Number Email Address OEO REGISTRY # CERTIFYING AGENCY		Work or Supply Effort to be Performed		Commitment Made YES (# Yes, give date) _____ NO _____ GIVE REASON(S) If No Commitment	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE Company Name Address Contact Person Telephone Number Fax Number Email Address OEO REGISTRY # CERTIFYING AGENCY		Work or Supply Effort to be Performed		Commitment Made YES (# Yes, give date) _____ NO _____ GIVE REASON(S) If No Commitment	

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

6.6 Financial Information

6.6.1 Evidence of financial capacity & stability

See addendum #1 for CPA Audited Financial Statements & Federal Income Tax Return

Creditor References

American Riviera Bank

Phone: 805-965-5942 Fax: 805-965-8523
PO Box 329, Santa Barbara, CA 93102

Unishippers

Phone: 800-863-2409 Fax: 805-693-0875
PO Box 896, Solvang, Ca 93464-0896

J&B Importers Fax requests - Attn: Jeanette

Phone: 800-333-0441 Fax: 305-253-8056
PO Box 930849, Atlanta, GA 31193-0849
Customer#: 11366

Single Source Printing

Phone: 805-485-9970 Fax: 805-485-7939
PO Box 5104, Oxnard, CA 93031-5104

Available loans / credit lines

Line of Credit

American Riviera Bank
Credit Line: \$600,000
Established: January 12, 2007
Account Officer: Ryan Lund

6.6.2 Source of funds

American Riviera Bank

Operating Account Balance: \$85,000
Money Market Account Balance: \$250,000
Open Credit on Line of Credit: \$600,000

Wells Fargo Bank

Operating Account Balance: \$15,000

6.7 Understanding RFP and the Rights and Obligations

Throughout the pages of this proposal, we believe all of the narrative demonstrates an understanding of bicycle rental concessions as well as the RFP's goals and objectives, the nature and scope of the work involved, and how our expertise will assure top level operations.

Beyond the knowledge and experience that comes from operating over 100 bicycle rental outlets and over 30 concessions in parks, there are a few areas where we believe we are further uniquely positioned to best fulfill the goals and objectives of this RFP and maximize the potential of the Licensed Spaces, the Facilities, and the Rental Program.

1. Adding multiple locations for rentals

One aspect of this RFP outlines an ambitious goal of creating a network of rental locations that will act to allow users to rent from multiple points as well as "hop-on, hop-off" service, similar in concept to bike share programs in Europe and Asia (and a few now in place in the U.S.). At this stage we do not believe other cities have been successful in creating a network of rental locations to achieve these goals.

Wheel Fun Rentals understands breakeven levels of bicycle rental outlets better than anyone else. As can be seen in the Revenue Per 100,000 Visitors Overview found in Addendum #2, when coupled with more detailed information, we are able to project revenues with a high degree of accuracy. So we know which areas can support an outlet. We know what size rental fleet will be needed, necessary staffing levels and projected expenses.

We also have put together a supporting infrastructure (see section 6.11.1.2 Managing & operating) that increases consistency, efficiency and productivity. No one wants trial and error failures. More efficient operations coupled with superior site selection analysis, uniquely positions Wheel Fun Rentals to achieve a larger network of rental operations helping bicycles become an integral part of the transportation system, reducing congestion, noise and pollution, giving Philadelphia a better visitor experience and offering a higher quality of life for local citizens.

2. A broader mixture of offerings

We believe more than two wheel bicycles will be needed to support successful rental operations. As can be seen in the Operation Plan section broader offerings will include:

- This will include four wheel multiple passenger cycles that let young children and elderly visitors enjoy the many benefits of cycling. Our four wheel Surrey cycles will have an integrated interpretive tour to further inform and educate visitors.

- Proposed offerings also include Guided Segway Tours which will attract a different customer and create an even more memorable experience for visitors to Philadelphia.

- And self-guided bicycle tours, offering maps with points of interest for every customer.



6.8 Concession Fee Proposal: MAG and Gross Revenue Percentage Fee

FORM B

CONCESSION FEE PROPOSAL FORM

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

2012: \$ 15,000 _{MAG} plus 10 % of Gross Revenues.

2013: \$ 15,750 _{MAG} plus 10 % of Gross Revenues.

2014: \$ 16,538 _{MAG} plus 10 % of Gross Revenues.

2015: \$ 17,364 _{MAG} plus 10 % of Gross Revenues.

2016: \$ 18,233 _{MAG} plus 10 % of Gross Revenues.

Renewal Term (if applicable)

2017: \$ 19,144 _{MAG} plus 10 % of Gross Revenues.

2018: \$ 20,101 _{MAG} plus 10 % of Gross Revenues.

2019: \$ 21,107 _{MAG} plus 10 % of Gross Revenues.

2020: \$ 22,162 _{MAG} plus 10 % of Gross Revenues.

2021: \$ 23,270 _{MAG} plus 10 % of Gross Revenues.

6.9 Capital Investment Plan; Renewal Term Capital Investment Plan

6.9.1 Investment in fixed assets & equipment

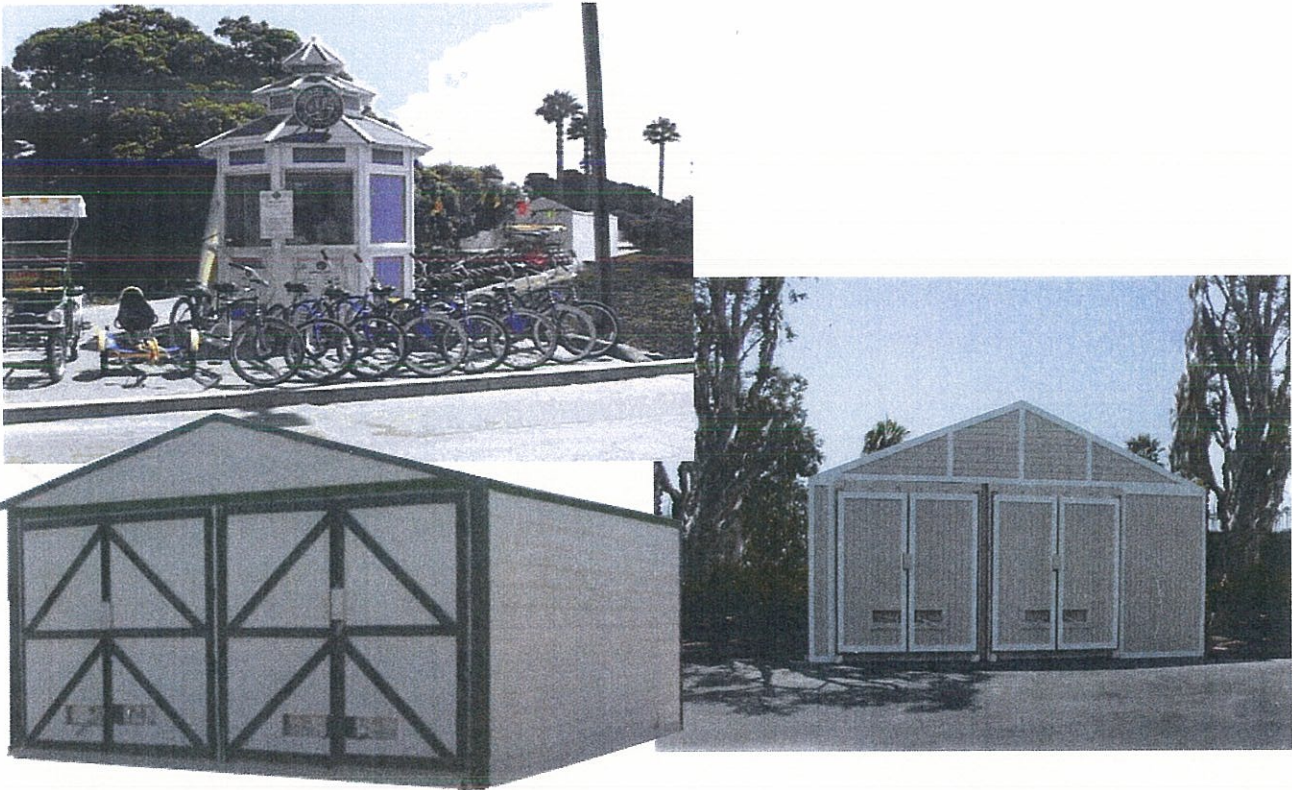
Capital Investment will be as shown below. Initial rental fleet, facilities and equipment will be in place on opening day.

Investment	Initial	Yr 2	Yr 3	Yr 4	Yr 5	Totals
Cycle rental fleet	\$ 102,650	\$ 10,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 37,650
Segway rental fleet	\$ 80,000	\$ 2,000		\$ 4,000		\$ 86,000
Storage & sales facilities	\$ 27,000	\$ 3,000	\$ 3,000	\$ 3,000		\$ 36,000
Fixtures, equipment & signage	\$ 12,500	\$ 2,000	\$ 2,000	\$ 2,000		\$ 18,500
Total	\$ 222,150	\$ 17,000	\$ 15,000	\$ 19,000	\$ 5,000	\$ 278,150

Costs include regular annual replacement/refurbishment of rental fleet

Rental Fleet - see section 6.11.1.2 Managing & operating for detailed description.

Storage and sales facilities will be as shown below. Based on necessary approvals, other designs are available to properly integrate into the surrounding area. Buildings are portable in nature and will be placed so as not to have an impact on the environment.



6.9.4 Renewal term capital investment

As shown in the chart above, reinvestment in the rental fleet (our primary asset) is ongoing to assure a fresh sparkling appearance. Investment over the initial five years may be greater if demand exceeds expectations. Based on this premise, the renewal term capital investment will be more continuous/ongoing in nature.

6.10 Pro-Forma

Assumptions

- Revenue is estimated based on our site selection analysis (see overview of this criteria in Addendum #2) and expected growth including the addition of new satellite locations in years 2, 3, & 4.
- Expenses based on similar operations.

FINANCIAL PROFORMA					
ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GROSS PROFIT					
Rental & Tour Revenue	\$300,000	\$340,000	\$382,000	\$426,100	\$447,405
Total Gross Sales	\$300,000	\$340,000	\$382,000	\$426,100	\$447,405
OPERATING EXPENSES					
Salaries & Payroll Related (Rental Locations)	\$84,000	\$95,200	\$106,960	\$119,308	\$125,273
Insurance	\$10,500	\$11,900	\$13,370	\$14,914	\$15,659
Advertising	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Maintenance & Repairs	\$9,000	\$10,200	\$15,280	\$17,044	\$17,896
Utilities (including telephone)	\$2,400	\$3,000	\$3,600	\$4,200	\$4,200
Legal & Accounting	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Bank Service Charges & Credit Card Fees	\$3,300	\$3,740	\$4,202	\$4,687	\$4,921
Information Technology	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Supplies & Materials	\$2,500	\$2,000	\$2,500	\$2,500	\$2,500
Travel	\$5,000	\$4,000	\$4,000	\$5,000	\$4,000
Postage	\$500	\$500	\$500	\$500	\$500
Other: Meals & Misc.	\$5,000	\$2,500	\$2,000	\$2,000	\$2,000
Depreciation (Equipment)	\$44,430	\$47,830	\$50,830	\$54,630	\$55,630
Minimum Annual Guaranteed Concession Fee	\$15,000	\$15,750	\$16,538	\$17,364	\$18,233
Add'l Concession Fee (10% of Gross Revenue)	\$30,000	\$34,000	\$38,200	\$42,610	\$44,741
Subtotal Concession Fee	\$45,000	\$49,750	\$54,738	\$59,974	\$62,973
Total Operating Expenses	\$230,130	\$249,120	\$276,480	\$303,257	\$314,053
Net Operating Income	\$69,870	\$90,880	\$105,521	\$122,843	\$133,352

6.11 Operating Plan

6.11.1.1 Location preference

Our preference will be to operate from JFK Plaza.

6.11.1.2 Managing & operating

Operating schedule - We pursue an aggressive operating schedule. The business is built when people know we are "always open". If they call or come by and the rental locations are closed, they are less likely to try again. So if it is raining in the morning but nice in the afternoon, we'll be open in the afternoon, etc. And we will push into the shoulder seasons in Spring and Fall as much as weather allows.

At a minimum our schedule will be:

Spring & Fall - weekends and holidays, 10:00am to sunset when the temperature is above 55 degrees.

Summer (Memorial Day to Labor Day) - Everyday 9:00am to sunset.

We will also open at other times for group events and tours

Staffing requirements - There will be a manager in place to oversee all Philadelphia rental outlets. There will be a supervisor or lead person in place at each outlet. There will be an adequate number of full and part time staff to handle rentals and tours for each outlet.

All Wheel Fun Rentals staff receives extensive training, based on our exclusive 40-page Reference & Training manual as well as our DVD training video. Regular inspections and reward systems consistently reinforce professional standards. Hands-on Wheel Fun managers oversee daily operations.

Staff will meet all professional grooming and appearance standards and wear a uniform consisting of WFR logo club style shirt, navy/khaki shorts/slacks and tennis shoes.

Equipment needs, Rental Fleet - For two-wheel Bicycles, Wheel Fun Rentals will partner with locally based Fuji Bicycles as the primary supplier.

For specialty bicycles, Wheel Fun offers the only fleet designed for the rigors of the rental market. We couldn't find product that held up in the tough rental environments, so we developed our own for greater safety and reliability.

For SegwaysPersonal Transporters, We have developed an agreement with Segway Inc. to work jointly in the creation and operation of Segway Authorized Tours.



City/Hybrid Bike



Tandem Bike



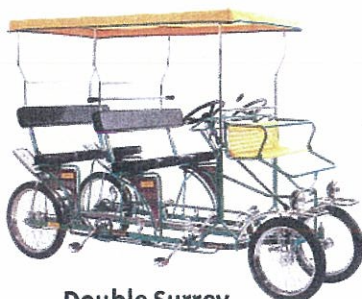
Cruiser Bike



Kids Bike



Tag-A-Long



Double Surrey



Segway PT



Single Surrey

6.11 Operating Plan

6.11.1.2 Managing & operating, cont.

Equipment needs cont. - Buildings and fixtures, see 6.9.1 Investment in fixed assets & equipment.

Maintenance plans -


For buildings and fixtures, we will perform a daily inspection and promptly remove any graffiti or other items requiring immediate attention. We will perform a monthly inspection to assure all facilities remain crisp and presentable.

For the rental fleets, We inspect each unit before and after each rental. We perform regular preventative maintenance as scheduled/outlined in the Wheel Fun Rentals Maintenance Manual found at each Wheel Fun Rentals outlet. Through our weekly parts replenishment system, we keep a full array of spare parts on hand to assure we maximize product availability at all times.



6.11.1.3 Rental fee schedule

Pricing will be as follow. Group rates based on size of group and day of the week. We accept online reservations for all tours.

FREE Helmets with every rental



RENTAL RATES

Single Surrey	<small>1 Hour</small> \$20		
Double Surrey	\$30		
	<small>1 Hour</small>	<small>1/2 Day</small>	<small>Full Day</small>
Cruiser Bikes	\$8	\$18	\$28
Hybrid Bikes	\$10	\$25	\$35
Tandems	\$12	\$28	\$28
Kids Bikes	\$6	\$15	\$15
Tag-A-Longs/joggers	\$6	\$15	\$15

FREE Helmets with every rental



TOUR RATES

Bicycle Tour <small>(4 hour tour)</small>	\$25	
Segway Tour <small>(90 minute tour)</small>	\$75	

In our efforts to continually add extra value and encourage frequent visitation Wheel Fun Rentals offers an Annual Pass Program.

Good at all 100+ Wheel Fun Rentals locations across the country, for a low price of \$10 Wheel Fun Rentals customers can purchase a multi-use Annual Pass allowing them to receive 50% off the price of rentals for a full year.



"The greatest happiness in the world is to make others happy."
Luther Burbank

Advertising that draws

Millions of impressions

Website

Wheel Fun Rentals creates a customized webpage relaying hours of operations, rental rates, and other concession information. Additional pages and websites are set up for bicycle and Segway tours.

Brochures

Distribution in local hotels, restaurants and retail outlets.



Advertisements

Placed in tourist, family and entertainment publications.

Key demographics

Drawing crowds to Parks

- ⊗ 41% of customers report making a decision to rent spontaneously
- ⊗ 26% report making the decision to rent based on advertising (all sources combined)
- ⊗ 10% who report being brought to the rental outlet by family/friends

Based on survey results, Wheel Fun Rentals customers are:

Gender:

- ⊗ About even (50/50) male/female

Age:

- ⊗ Adult Customers (those who pay as well as rent)
About 50% under the age of 35, and 1/3 who are 40 or older
- ⊗ Minors (those who use equipment)
50% between the ages of 10 and 14

Party size

- ⊗ Rent product in an average party size of 3.6 people; Over half (53%) of whom come with at least 1 or more children under 18

Reason:

- ⊗ Visiting the area on vacation or a getaway
71% Vacation/getaway
29% who live in the area

Income:

- ⊗ From households that report annual incomes of \$64,800 (categorical median), with 66% who report annual household income of \$50,000 or more

6.11.1.5 On-site management team

On-site management team TBD

6.11.1.6 Number of employees & positions

See section 6.11.1.2 Managing & operating, Staffing requirements. We will employ between 5 - 7 staff per location.

6.11.1.7 Customer service standards

In addition to the staff training and support mentioned earlier, we make weekly service follow-up calls to customers to assure performance standards are being met. As a note, these calls also act as an auditing tool to assure equipment used and revenue generated matches transaction records. We also encourage customer comments by offering phone and email contact information on all customer receipts.

And should we find performance standards are not being met, the manager begins a process to identify any staff weakness and begin retraining/reinforcement as needed. If a staff person has repeated failures, a systems of formal warnings and ultimately termination will ensue.

6.11.1.8 Safety procedures & precautions

See section 6.4.2. Safety records for bicycle rental operations.

6.11.1.9 Security protocols

Security protocols are outlined in our proprietary Reference & Training Manual and proprietary file box found at every Wheel Fun Rentals outlet.

Rental fleets are kept locked while on display and we typically utilize containers (covered as shown in section 6.9.1 Investment in fixed assets & equipment) for storage when we are closed.

6.11.1.11 Long-term vision for future bicycle rental stations

See section 6.7 Understanding RFP and the Rights and Obligations

Wheel Fun Tours

Segway authorized guided tours of the city



There is only one Authorized Segway Tour and it is operated by Wheel Fun Rentals. Created and supplied directly from Segway Inc. corporate headquarters in Bedford, NH, there are no tours available that are as comprehensive or as safe. Wheel Fun Rentals does not do individual Segway rentals, just guided tours to insure our tours are rider-safe, pedestrian-friendly and conform to all local regulations.

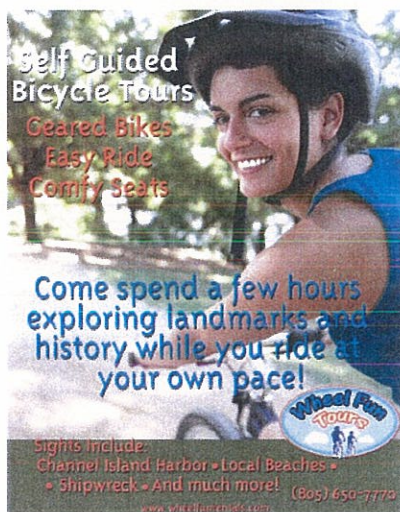
Segway Authorized Tours meet a high standard for providing customers a safe and memorable experience with fun instruction, smaller guide-to-glider ratio and in-depth knowledge of the area, as well as technical product usage.

The Segway Authorized tours will explore the riverfront and visit the historic monuments, all while visitors effortlessly glide on a Segway Personal Transporter, eliminating air and noise pollution and reducing traffic.

Before the Tour each rider must complete a thorough training course. The course includes a hands-on riding session, as well as a safety video to be viewed on a large screen TV in our comfortable video area.



Self-guided bike tours



Wheel Fun Rentals develops Self-Guided Bike Tours that encourage exercise and sightseeing into one adventure. We will chart the route, create a map with directions, points of interest and shopping/dining, and give customers an enjoyable multi-hour leisurely ride. Our Self-Guided Bike Tours are available on a variety of bikes to accommodate a variety of body types and fitness levels with helmets and locks included.

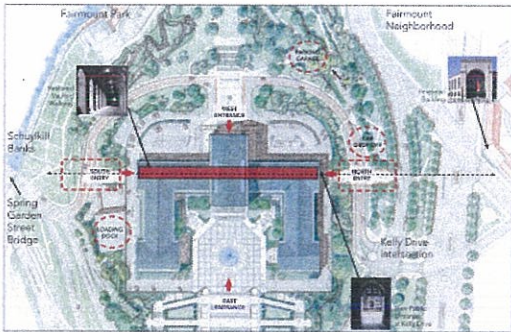


6.11.1.12 Description of any other requirements, cont.

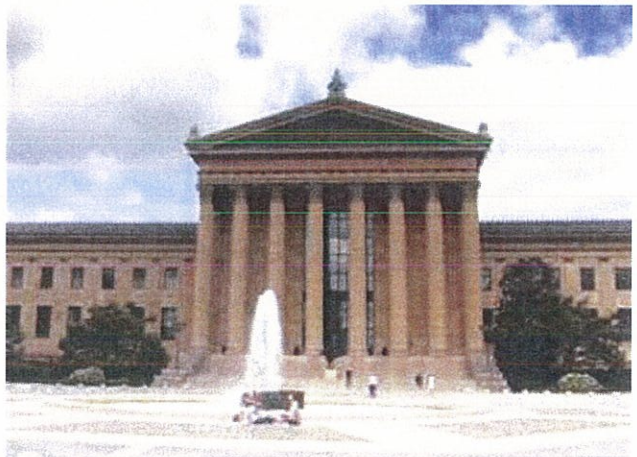
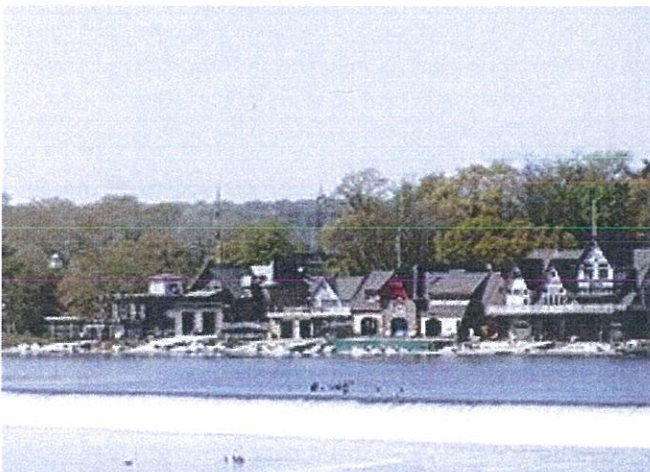
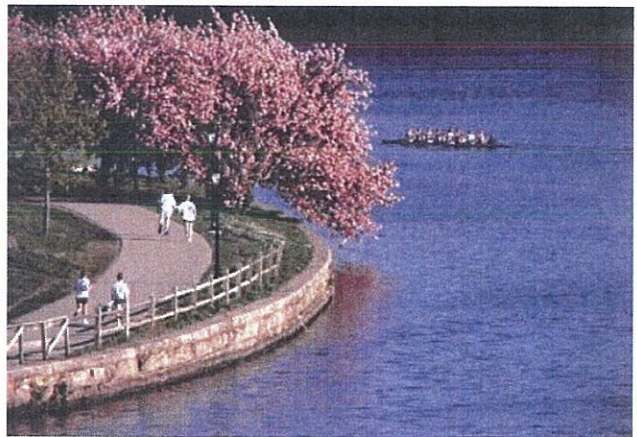
Light interpretive program

Combining education and recreation

Light interpretive programs utilizing maps and signage will offer an appreciation of the park and its surroundings with information about the Philadelphia Museum of Art, its outdoor statues and fountains, as well as educational information about the riverfront and boat-house row.



Tens of thousands of park visitors have learned about surrounding park on our rental Surreys following a "circuit" outlined on dashboard flip chart maps with text and photos.



6.11.1.12 Description of any other requirements, cont.

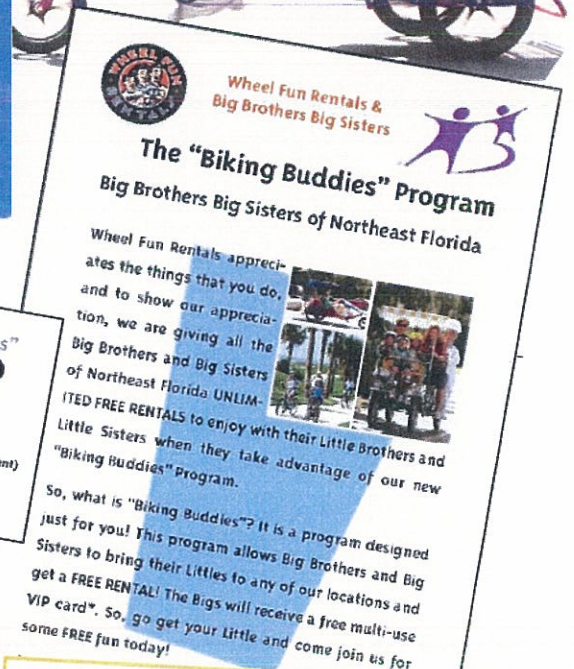
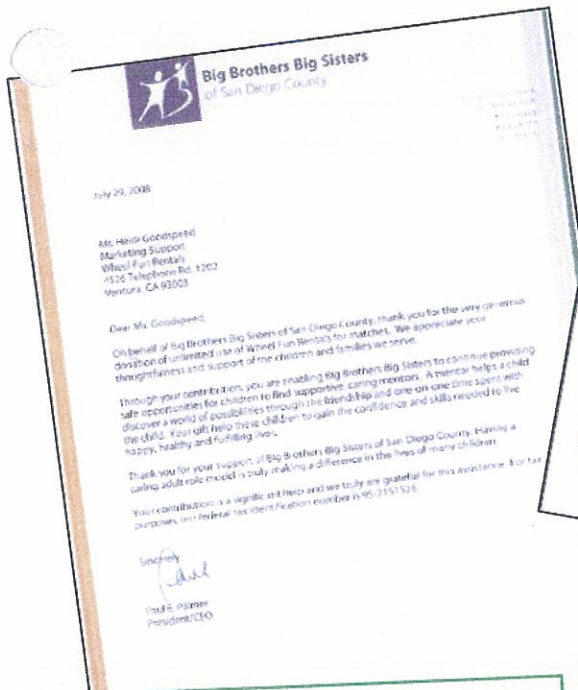
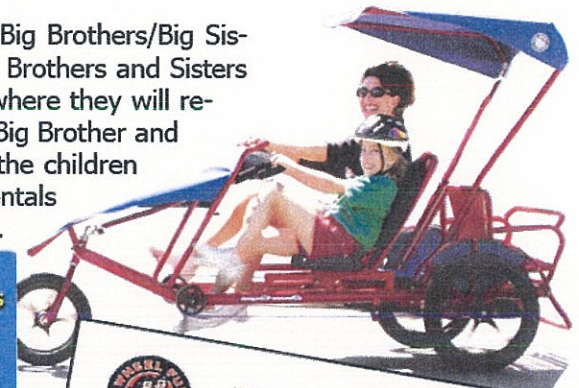
Community support

We actively support the communities where we do business. Donations exceeding three hundred fifty thousand dollars including activity time to schools, charities, fundraisers, and numerous underprivileged, disabled, and disadvantaged groups.



Big Brothers Big Sisters biking buddies program

Wheel Fun Rentals is proud to have introduced a program for Big Brothers/Big Sisters chapters nationwide. The "Biking Buddies" Program entitles the Big Brothers and Sisters to bring their Little Brothers and Sisters to any of our rental locations, where they will receive FREE RENTALS to enjoy together. This program ensures that the Big Brother and Sister volunteers always have something fun, fit, and FREE to do with the children that they mentor. In addition to this ongoing program, Wheel Fun Rentals also sponsors annual Big Brothers/Big Sisters gatherings at our locations.



Just wanted to thank you again for hosting my little sis (Amber) and me on Saturday,....you brightened our day with your generosity and we appreciate it! Can't wait to come back soon!!!!
Xoxox Jen Sewell

My little Brother and I had a great time. I haven't heard him laugh like that in a while, we had a blast!! Aloha,
Greg Leasure



My Little Brother and I had a great time riding around downtown Saturday. We plan on visiting you again in the near future, especially this summer.
Chris Procello

My little sister and I had a blast this past Saturday. Thanks for donating the time for us bigs & littles to have some fun.
Martie Solomon

SECTION 9 – SIGNING OF PROPOSALS

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

This 13th day of December, 2011

Freetime Inc, DBA Wheel Fun Rentals

Corporate Name



Signature of Authorized Official

Al Stonehouse President

Printed Name and Title of Signer

Additional Authorized Signer (if applicable)

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

77-0529176

Federal Employer Identification Number

805-650-7770

Phone Number

astonehouse@wheelfunrentals.com

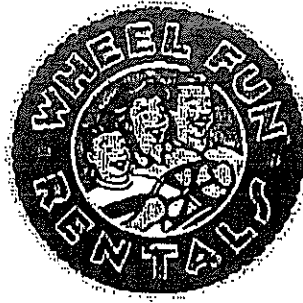
E-mail Address

4526 Telephone Road #202

Street Address

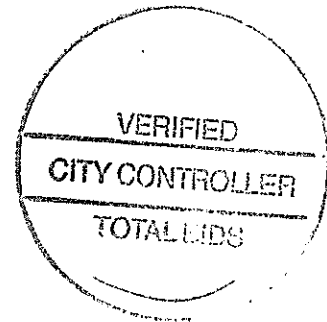
Ventura, CA 93003

City, State, Zip Code



December 15, 2011

City of Philadelphia
Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
Attn: Julio Vallejo
215-686-4728



Dear Mr. Vallejo,

As per our discussion, the following page is to replace page 13 of our proposal which has a blank Antidiscrimination Policy Solicitation for Participation and commitment form (S & C Form).

We will be send proper replacement pages out today through FedEx Overnight, to be received by your department tomorrow morning.

If you have any questions, please let me know.

Best regards,

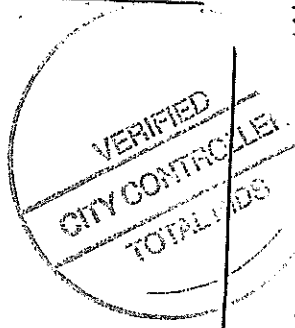
Tara Raven
Freetime, Inc.

dba Wheel Fun Rentals
4526 Telephone Rd. #202
Ventura, CA 93003
Phone: 805-650-7770
Fax: 805-650-7771

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FOR A
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises**

**DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

Bid Number or Proposal Title: Bike Rental/RFP		Name of Bidder/Proposer: Frestina, Inc dba Wheel Fun Rentals		Bid/RFP Opening Date: October 24, 2011			
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name Cordera Grant Communications, LLC		Local Advertising, Printing & Reproduction of marketing materials, Public Relations		By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address Two Penn Center, Suite 200 PA, PA 19102				12/13/11		12/14/2011	
Contact Person Lisa Cardenas				Quote Received		Amount Committed To	
Telephone Number (215) 520-3850				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Dollar Amount \$ 25,000	
Email Address luc@cgcmad.com		Percent of Total Bid/RFP		Percent of Total Bid/RFP			
OEO REGISTRY # 232031LCardenas		Commonwealth of Pennsylvania		%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name				By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address				Commitment Made		Commitment Made	
Contact Person				YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number				Quote Received		Amount Committed To	
Email Address		YES <input type="checkbox"/> NO <input type="checkbox"/>		Dollar Amount			
OEO REGISTRY #		Commonwealth of Pennsylvania		Percent of Total Bid/RFP			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name				By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address				Commitment Made		Commitment Made	
Contact Person				YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number				Quote Received		Amount Committed To	
Email Address		YES <input type="checkbox"/> NO <input type="checkbox"/>		Dollar Amount			
OEO REGISTRY #		Commonwealth of Pennsylvania		Percent of Total Bid/RFP			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name				By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address				Commitment Made		Commitment Made	
Contact Person				YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number				Quote Received		Amount Committed To	
Email Address		YES <input type="checkbox"/> NO <input type="checkbox"/>		Dollar Amount			
OEO REGISTRY #		Commonwealth of Pennsylvania		Percent of Total Bid/RFP			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name				By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address				Commitment Made		Commitment Made	
Contact Person				YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number				Quote Received		Amount Committed To	
Email Address		YES <input type="checkbox"/> NO <input type="checkbox"/>		Dollar Amount			
OEO REGISTRY #		Commonwealth of Pennsylvania		Percent of Total Bid/RFP			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed		Date Solicited			
Company Name				By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>			
Address				Commitment Made		Commitment Made	
Contact Person				YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number				Quote Received		Amount Committed To	
Email Address		YES <input type="checkbox"/> NO <input type="checkbox"/>		Dollar Amount			
OEO REGISTRY #		Commonwealth of Pennsylvania		Percent of Total Bid/RFP			



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

EXHIBIT D

**to Concession Agreement
between
the City of Philadelphia
and**

Freetime, Inc. (doing business as "Wheel Fun Rentals")

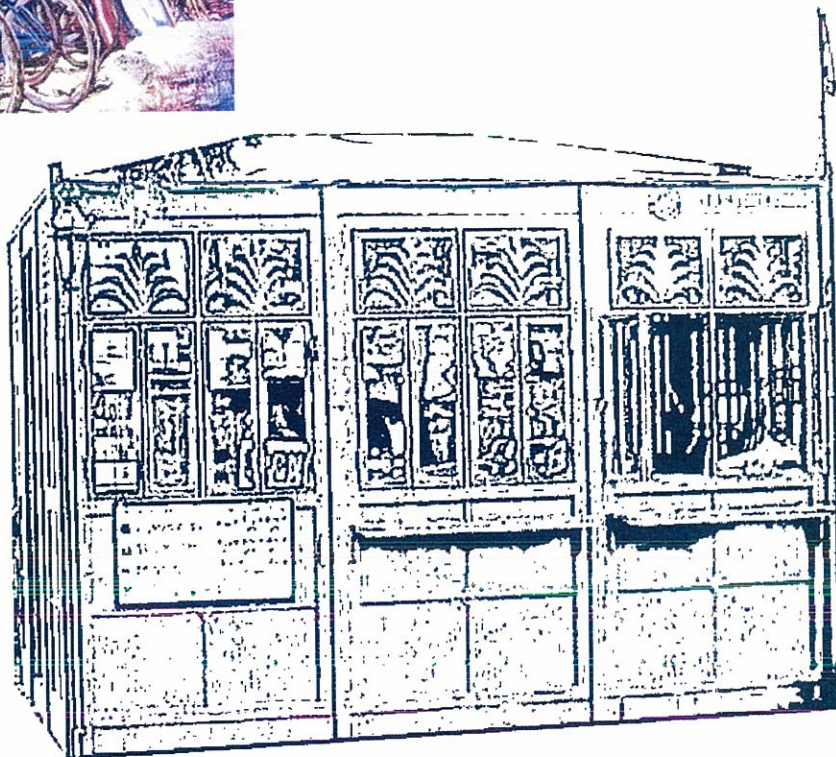
Concessionaire's Proposal Supplement

January 17, 2012

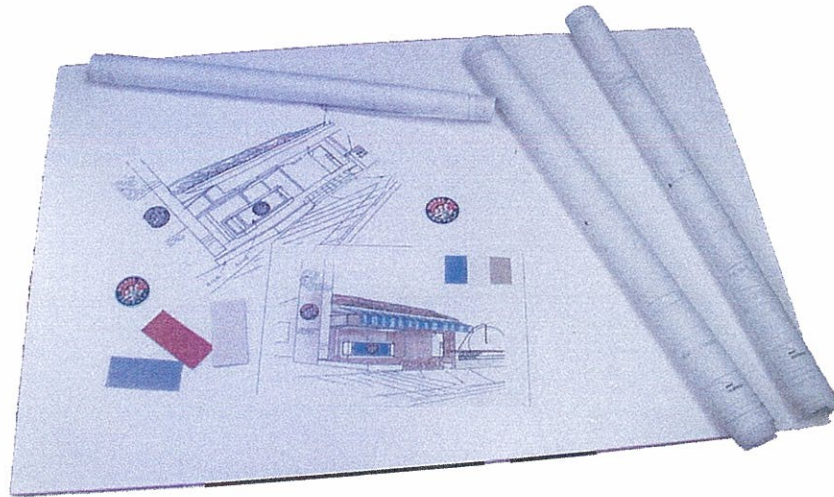
Supplemental response for

BICYCLE RENTAL PROPOSALS
Selection Committee Proposal Review Meeting
January 6, 2012

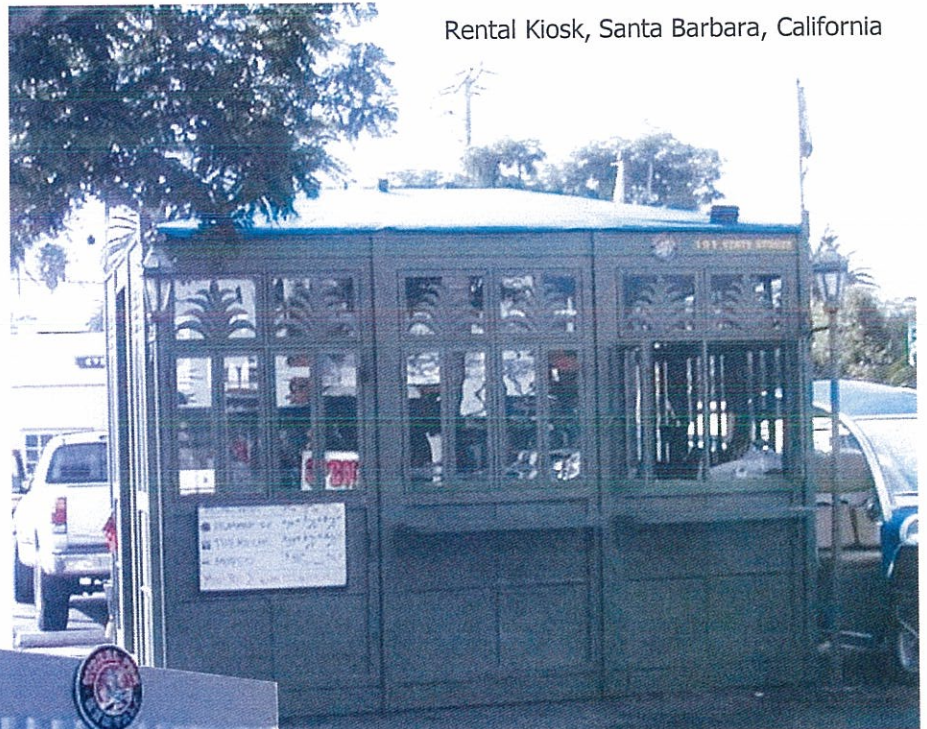
Wheel Fun Rentals – Additional Information Requested



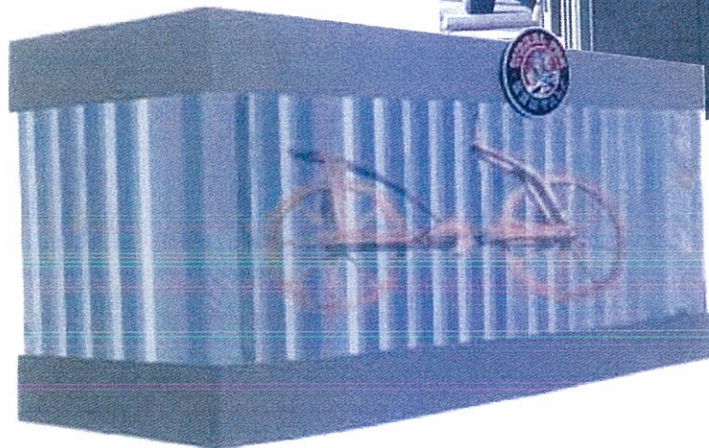
Structures - Appropriate for an urban settings



Wheel Fun Rentals will offer designs to fit with the surroundings, appropriate for an urban settings



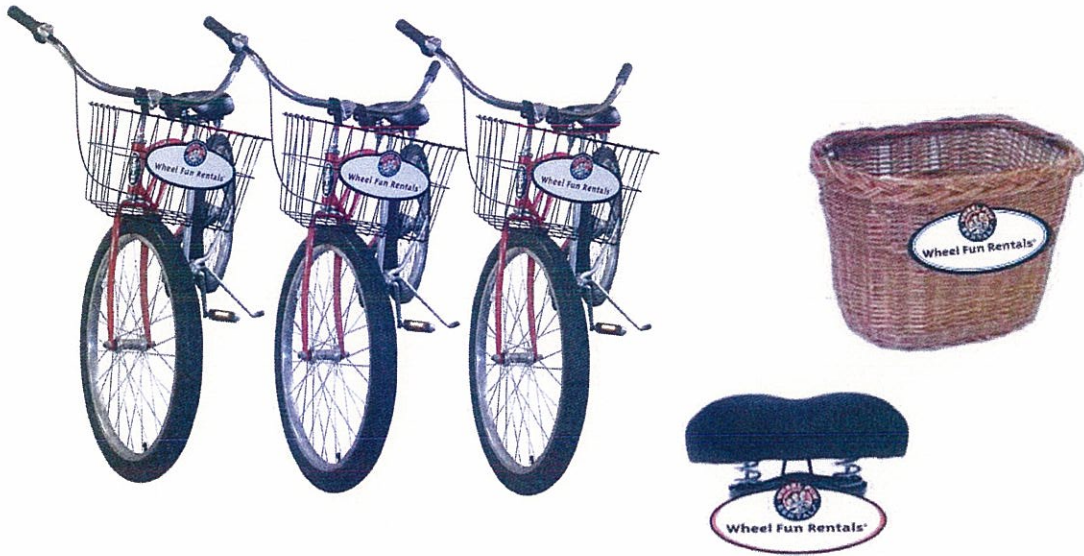
Rental Kiosk, Santa Barbara, California



Structures - Additional images of structures used for point of sales and storage purposes



Signage



Wheel Fun Rentals signage, counter decals, product identification, maps & brochures all offer clear easy to read information, and are customized for each location and selected based on target audience, surroundings and various applications.





Product maps



FREE Helmets with every rental

RENTAL RATES

Single Surrey	1 Hour	\$20	
Double Surrey		\$30	
	1 Hour	1/2 Day	Full Day
Cruiser Bikes	\$8	\$18	\$28
Hybrid Bikes	\$10	\$25	\$35
Tandems	\$12	\$28	\$28
Kids Bikes	\$6	\$15	\$15
Tag-A-Longs/Joggers	\$6	\$15	\$15

FREE Helmets with every rental

TOUR RATES

Bicycle Tour (4 hour tour)	\$25	
Segway Tour (90 minute tour)	\$75	

Rate signage

Rental Guidelines

- Valid Photo I.D. Required
- All Rentals: One-hour minimum. After first hour all rentals are prorated in 15 minute increments.
- We do not offer refunds for weather- Rain Checks Only.
- Damaged Goods -You will be charged for product damaged during your rental.
- Be Safe: Helmets & other safety equipment offered FREE. We recommend it!
- All riders under 18 must wear helmet Colorado State Law.
- Ride safely, use common sense, watch for others & obey all traffic laws.
- Please be certain you receive & understand riding instructions prior to renting.

Review Release of Liability Agreement For Full Rental Terms & Conditions. Equipment is made subject to the rental agreement. Failure to abide is subject to immediate termination of rental without refund.

Franchise Territories Available

Next to rental window

\$10 Annual Pass

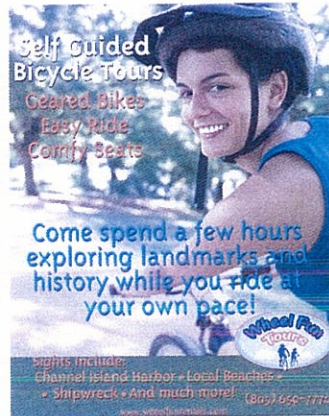
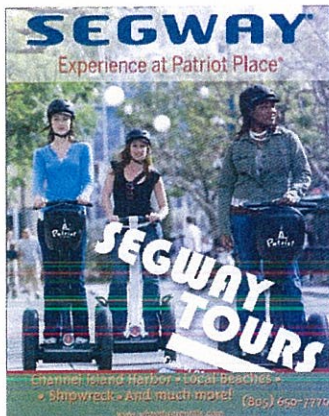
Today's rental plus \$10 gets you an Annual Pass and we'll throw in an extra 1/2 hour on your rental today for free!

Our great values just got better!

If you do not receive an accurate receipt, your rental is FREE.

Wheel Fun Rentals' Annual Pass
 Our 2011 offer is valid for one (1) year from date of purchase. Non-refundable. No cash back.
 Payment Number: 2122026
 Expires: 12/31/11
 Wheel Fun Rentals' Annual Pass
 *Limit 1 legal helmet discount per day. \$100.00 off on all 1/2 day rentals on any one (1) rental for the 2011 season. 15 Wheel Fun Tours & 20 hours.
 Offer not available on tandem bikes, 2011 New Year's Eve, 4th of July, and on all other special events. Not valid on all rentals.
 See the website for complete terms and conditions. For more information visit us at www.wheel.fun.com

Counter Decals



Tour posters

Franchisee Bios

Meg Schenkman (Local Owner Operator)

As a Pennsylvania native, and resident of Philadelphia for almost 25 years, Meg brings many talents to a Wheel Fun Rentals outlet. With experience working in municipal, non-profit and the private business sectors, Meg has specialized in the development and facilitation of training programs for customers and clients in wide ranging age groups. With expansive experience managing people and programs, and an enthusiasm for the outdoors and working with families, especially children, Meg's energy and work ethic create a positive environment for employees and customers alike.

Jerry Schenkman (Local Owner Operator)

Jerry has practiced law for 30 years, most recently of counsel to a law firm with offices in Center City Philadelphia and Princeton, New Jersey. He is General Council to the Greater Philadelphia Chinese Business Association. He served one 6-year term as a Newtown Township (Bucks County) Supervisor, where he was its Treasurer for the last three years. While in that elected position, he was also the Treasurer of the Jointure, the zoning body of three townships, the only entity of this type in Pennsylvania.

Earlier, Jerry was President of The Peace Center, a non-profit organization teaching conflict resolution throughout the region, for nine years. He is a businessman and writer. He hopes to publish his first novel in 2012.

BICYCLE RENTAL PROPOSALS

Selection Committee Proposal Review Meeting
January 6, 2012

Wheel Fun Rentals – Additional Information Requested

1. Structures

- a. Provide additional images of structures used for point of sales and storage purposes, if any. Philadelphia's starting locations are in urban settings. Do you have standard structures that are appropriate for an urban setting? See supplemental document
- b. Are storage containers utilized at any Wheel Fun Rentals locations? Yes, See supplemental document
How will Wheel Fun manage storage at Love Park and Lloyd Hall? To be finalized during upcoming walkthrough.

2. Safety

- a. Are you open to amending your safety protocols to require all cyclists to accept helmets from employees, rather than giving cyclists the option to decline them? Yes, we can incorporate this requirement.

3. Inventory

- a. Do any Wheel Fun Rentals locations offer mountain bikes? Philadelphia Parks & Recreation would like to offer them at future locations. Yes, many locations offer mountain bikes and we are open to putting these in the initial locations as well as future locations. The city/hybrid bikes suggested in our proposal are quite similar in style and comfort but are a bit lighter weight and easier to pedal.
- b. Is your interest in Philadelphia contingent on having surrey rentals at all locations? No, we do not envision Surreys at all locations,

including not at JFK Plaza/Love Park as it is not practical to ride from there.

4. Projections

- a. Will you revise your pro forma to reflect your findings from the site visits? We believe the pro forma is pretty much on the mark, but if we see something significant, we would revise.

5. Marketing

- a. Could you speak more to your on-site presence, such as signage, at your Wheel Fun Rentals locations? See supplemental document Do franchisee staff members wear Wheel Fun “uniforms”? Yes Are the bikes branded with the Wheel Fun logo? Yes, see supplemental document
- b. Further elaborate on your marketing efforts at other locations. Will you be the solely dependent on the firm, Cardenas Grant Communication, to promote the Philadelphia locations? As referenced in the proposal, marketing efforts will include websites, brochure distribution, and print. We will also work with the Independence Visitor Center and network throughout Philadelphia. We will not solely rely on Cardenas Grant Communication; the specifics of the relationship are yet to be determined.
- c. The Wheel Fun logo does not depict cycling. Would you consider a creating a logo for Philadelphia that depicts cycling? Yes

6. Franchisee

- a. Please provide the contact information of your franchisee in Philadelphia. If you are permitted to share the franchisee’s resume and background information please do so. Contact can initiate at the upcoming walkthrough. See supplemental document for bios.....

7. Company Information

- a. Clarification on all affiliates and subsidiaries of Freetime, Inc. and their impact on revenues. Revenues listed on page 13 of the auditor's report did not seem to capture revenues from all of the 16 owned outlets and 80 franchised locations. The corporate locations consist of both primary locations and smaller share-revenue locations (in conjunction with hotels/resorts). We did not identify franchise locations as affiliates, we apologize for any confusion. We do not disclose system wide revenues, however revenues exceed \$150 million.

8. Concession Agreement

- a. If Wheel Fun Rentals is awarded the concession, we will ask Freetime, Inc. to sign the Concession Agreement in addition to the franchisee. Is this acceptable? Yes

9. Potential Partnerships

- a. Philadelphia Parks & Recreation would like to partner with Neighborhood Bike Works (<http://neighborhoodbikeworks.org/>) which will train high school students to help staff bicycle rental locations. Would Wheel Fun Rentals be interested in this opportunity? Yes, we will work to incorporate Neighborhood Bike Works into our staff recruiting efforts.



CONCLUSION

Wheel Fun Rentals' presence will serve to benefit the Philadelphia Park System. We will add to offered services and provide additional resources in an effort to meet the leisure needs of citizens. Wheel Fun will bring an additional dimension to Park & Recreation programs while providing customers with high levels of service, reliability and professionalism.

We believe our dedication and expertise ensures a smooth start-up and a successful, well-maintained operation for years to come. We look forward to the opportunity to demonstrate this dedication to quality and service.



Wheel Fun Rentals
4526 Telephone Rd., #202 • Ventura, CA 93003
Phone 805.650.7770
www.wheelfunrentals.com



January 27, 2012

Marc Wilken
Philadelphia Parks & Recreation
One Parkway, 10th Floor
1515 Arch St
Philadelphia, PA 19102

Marc:

Per your request we have mocked up the location designs for both JFK Plaza/Love Park and Lloyd Hall. At JFK we envision the kiosk, with locking sides, will remain where sited daily and the bicycles and Segways will be displayed next to the kiosk and stored under the visitors' center at night. Lloyd Hall will have two 8'x40' containers and one 8'x15' kiosk, both trimmed and painted to blend in with the Lloyd Hall structure and color scheme. We have shown several graphics depicting the minimal effect Surreys have on pedestrian and bicycle traffic on the bike path. As you can see, a family of six on a Surrey has less of a presence than a family of six either walking or bicycling.

As we had discussed in our meeting at your office, having the Surreys at the Lloyd Hall location is paramount to our success and the revenues from this product at such a location allows us to build out the other locations and opportunities much faster and easier. Therefore, it is very important to have them in the rental fleet at the Lloyd Hall location. Additionally, we envision opening at least a couple of share revenue locations this year, possibly at the Cedars café or Valley Green Inn along Forbidden Drive/Wissahickon Trail. We will also look at East Park Canoe House, FDR Park, Independence Hall Park, Please Touch Museum area, Penn's landing, and additional locations that may lend themselves to additional biking opportunities in year two and beyond.

Regards,

Brian & Al

JFK Plaza/Love Park Mock-Ups



Kiosk with display



Storage depiction: bike racks



Storage depiction: bicycles



Storage depiction: metal gate over dark canvas (Please note that the canvas used in the depiction is tan for mock-up purposes. The canvas to be used will blend in with the surrounding building and metal gate.)

Lloyd Hall Mock-Ups



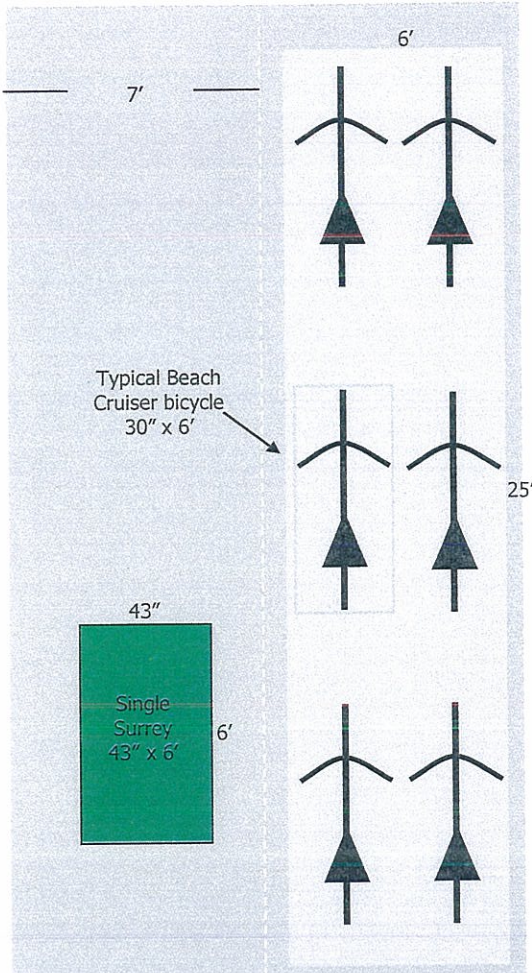
Kiosk with display and storage overview



Storage depiction



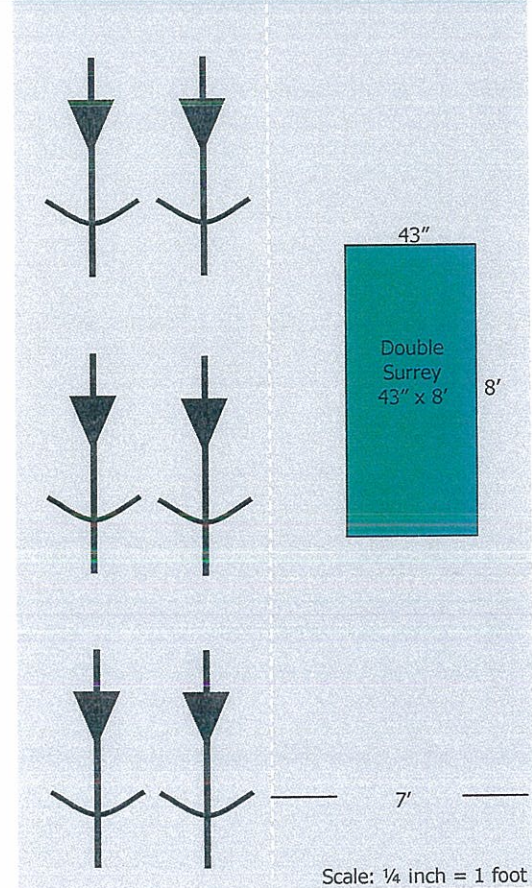
Storage depiction (alternate view)



Family or group of 6 people on Beach Cruisers create a block of 6' W x 25'L on a 14' W pathway.

Reduce Congestion

Family or group of 6 (or 8) people on a Double Surrey create a block of 43" W x 8'L on a 14' W pathway.



Product Dispersion



East Park Canoe House

Schuylkill River Trail

Running along the Schuylkill River Trail for 2.5 miles between Wheel Fun Rentals at Boat House Row to the East Park Canoe House.

■ = Double Surrey

Surreys will typically be dispersed with one Surrey every $\frac{1}{8}$ to $\frac{1}{4}$ mile.

NOTE:

*Wheel Fun Rentals Santa Barbara, CA
 Number of visitors: 5.5 million to Beach Front
 Bike Path: 2 miles long, 10 foot width.
 Fleet includes: 50+ surreys, 75+ bicycles, and other specialty cycles*

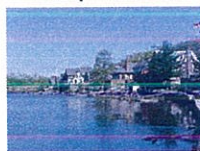
*Wheel Fun Rentals Portland, OR
 Number of visitors: 2 million to Waterfront Park,
 Bike Path: 1.5 miles long, 14 foot width.
 Fleet includes: 16 surreys, 60 bicycles 6 Deuce Coupe and other specialty cycles*

*Wheel Fun Rentals Long Beach, CA
 Number of visitors: 3.5 million to Beach Front
 Bike Path: 3 miles long, 12 foot width.
 Fleet includes: 18 Surreys, 20 bicycles, 5 Deuce Coupes and other specialty cycles*

Please Touch Museum



Schuylkill River



**Wheel Fun Rentals
 At
 Boat House Row**



Scale: 5 inches = 1 mile

Copyright © Wheel Fun Rentals 1/2012 Wheel Fun Logo depiction TBD



RENTAL RATES

Equipment	1 hr	2 hr	3 hr	4 hr	5 hr
Single Bicycle	\$5	\$10	\$15	\$20	\$25
Mountain Bicycle	\$8	\$16	\$24	\$32	\$40
Hybrid Bicycle	\$6	\$12	\$18	\$24	\$30
Adult Scooter	\$5	\$10	\$15	\$20	\$25
Child Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Kick Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Balance Bike	\$3	\$6	\$9	\$12	\$15
Unisex Tricycle	\$3	\$6	\$9	\$12	\$15
Unisex Stroller	\$3	\$6	\$9	\$12	\$15
Unisex Jogger	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Tricycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter + Unisex Kick Scooter	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter + Unisex Kick Scooter + Unisex Balance Bike	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter + Unisex Kick Scooter + Unisex Balance Bike + Unisex Tricycle	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter + Unisex Kick Scooter + Unisex Balance Bike + Unisex Tricycle + Unisex Stroller	\$3	\$6	\$9	\$12	\$15
Unisex Jogger + Stroller + Tricycle + Scooter + Balance Bike + Kick Scooter + Bicycle + Mountain Bicycle + Hybrid Bicycle + Single Bicycle + Adult Scooter + Child Scooter + Unisex Kick Scooter + Unisex Balance Bike + Unisex Tricycle + Unisex Stroller + Unisex Jogger	\$3	\$6	\$9	\$12	\$15

Rental Guidelines

1. All equipment is for personal use only. No commercial use.

2. All equipment is for use on paved surfaces only. No use on grass, dirt, or sand.

3. All equipment is for use on a flat surface. No use on hills or uneven terrain.

4. All equipment is for use by a person who is at least 18 years old.

5. All equipment is for use by a person who is capable of operating the equipment.

6. All equipment is for use by a person who is capable of understanding and following the instructions.

7. All equipment is for use by a person who is capable of reading and understanding the rental agreement.

8. All equipment is for use by a person who is capable of understanding and following the safety instructions.

9. All equipment is for use by a person who is capable of understanding and following the return instructions.

10. All equipment is for use by a person who is capable of understanding and following the damage instructions.

11. All equipment is for use by a person who is capable of understanding and following the loss instructions.

12. All equipment is for use by a person who is capable of understanding and following the theft instructions.

13. All equipment is for use by a person who is capable of understanding and following the liability instructions.

14. All equipment is for use by a person who is capable of understanding and following the insurance instructions.

15. All equipment is for use by a person who is capable of understanding and following the disclaimer instructions.

EXHIBIT E

to Concession Agreement
between
the City of Philadelphia
and
Freetime, Inc. (doing business as “Wheel Fun Rentals”)

Slavery Era Disclosure Affidavit

CITY OF PHILADELPHIA – BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE ORDINANCE

A Business Entity entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit and any attachments to the Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Public Information Unit at (215) 686-4720 or (215) 686-4721.

City Department Awarding Agreement DEPARTMENT OF PARKS AND RECREATION Department Contact Person ROBERT ALLEN

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Brian McEnaney, am authorized to bind contractually the Business Entity identified below.
- Information about the Business Entity entering into a Contract with the City is as follows:

<u>Freetime Inc DBA Wheel Fun Rentals</u>			
Business Entity Name	Phone	Fax	
<u>4526 Telephone Rd #202</u>	<u>CA</u>	<u>93003</u>	
Street Address	City	State	Zip
- Has the Business Entity submitted the Slavery Affidavit previously? NO YES Date of prior submission: _____ If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

- The Business Entity came into existence in 1999 (year).
- The Business Entity has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Business Entity represents that:

The Business Entity found no records that the Business Entity or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Business Entity found records that the Business Entity or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Business Entity found records that the Business Entity or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the representations made herein are true and correct to the best of my knowledge.

Executed on 4/13/12 at Philadelphia, PA
 (Date) (City) (State)

Signature: _____ Title: V. President

Notary: _____

DEFINITIONS

- City** means the City of Philadelphia.
- Business Entity** means any individual, domestic corporation, foreign corporation, association, syndicate, joint stock company, partnership, joint venture, or unincorporated association, including any parent company, subsidiary, exclusive distributor or company affiliated therewith, engaged in a business or commercial enterprise.
- Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Philadelphia or the public, which is let, awarded or entered into with or on behalf of the City of Philadelphia or any Department or Agency of the City.
- Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment** means to make use of an Enslaved Person for future benefits or advantages.
- Participation** means having been a Slaveholder during the Slavery Era. Predecessor Business Entity means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Business Entity.
- Profit** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.
- Slavery** means the practice of owning Enslaved Persons.
- Slavery Era** means that period of time in the United States of America prior to 1865.