

The City of Philadelphia Procurement Department is seeking qualified vendors to submit bids on, **Concession Bid #C-103-09**, for the Management and Operation of Parking Operations in the Fairmount Park System. Sealed Bids will be received at the Municipal Services Building, 1401 JFK Blvd, Room 170A, on or before **Friday, May 8, 2009 at 10:30 AM**. A Mandatory Pre-Bid Meeting will held for all interested bidders on **Thursday, April 30, 2009 at 10:00 AM, at One Parkway Building, 1515 Arch Street, 10th Floor, Phila. PA.**

Hugh Ortman, Procurement Commissioner



BID C-103-09

**CONCESSION BID SPECIFICATION FOR THE MANAGEMENT AND
OPERATION OF PARKING OPERATIONS IN THE FAIRMOUNT PARK
SYSTEM**

ISSUED BY:

CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT

HUGH ORTMAN, COMMISSIONER

&

FAIRMOUNT PARK

MICHAEL DIBERARDINIS, COMMISSIONER

Mandatory Pre-Bid Meeting:

April 30, 2009, 10:00 a.m.

Fairmount Park Executive Offices
One Parkway Building, 1515 Arch Street, 10th Floor
Philadelphia, PA 19102

**SEALED BIDS WILL BE RECEIVED UNTIL 10:30 AM PREVAILING LOCAL TIME IN
ROOM 170A, MUNICIPAL SERVICES BLDG, 1401 J.F.K. BLVD, PHILA., PA 19102
AND WILL BE OPENED IMMEDIATELY THEREAFTER ON MAY 8, 2009**

QUESTIONS REGARDING THIS BID MUST BE DIRECTED TO THE DIVISION OF
PROPERTY AND CONCESSIONS MANAGEMENT, FAIRMOUNT PARK, ONE
PARKWAY 10TH FLOOR, 1515 ARCH STREET, PHILADELPHIA. PA. 19102

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- Attachment 1: Concession Agreement
- Attachment 2: Instructions, Form and Contract Provisions for the Participation of Minority, Women and Disabled Business Enterprises (M/W/DSBEs) on City Concession Contracts
- Attachment 3: Solicitation for Participation and Commitment Form
- Attachment 4: Eakins Oval Lot Map
- Attachment 5: Eakins Oval Lot Special Events List
- Attachment 6: East Park Regatta Parking Map
- Attachment 7: FDR Parking Map
- Attachment 8: 2007/2008 Data for Parking Operations
- Attachment 9: Reporting Forms for Parking Operations
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I. GENERAL BID INFORMATION

This Bid Specification is being issued by The City of Philadelphia (“**City**”) Procurement Department (“**Procurement**”) for Fairmount Park (“**Park**”). The City is requesting bids from qualified Bidders (defined below) with the intent to award to the highest responsible Bidder the exclusive right (except as otherwise set forth in the Concession Agreement) to operate, manage and maintain the vehicle parking operations in the Fairmount Park system that are described in this Bid Specification (the “**Parking Operations**”). Parking Operations in this Bid Specification include:

1. The parking lot at Eakins Oval in front of the Philadelphia Museum of Art;
2. Regatta parking in East Fairmount Park;
3. Parking intake operations in Franklin Delano Roosevelt Park (“**FDR Park**”) for certain special events, concerts, and sporting events, including all Philadelphia Eagles Football home games;
4. Special event parking throughout the Fairmount Park system as requested by Fairmount Park staff.

1.1 Bidders to this Concessions Bid; the Concession Agreement and Concessionaire

Each vendor that submits a bid in response to this Concession Bid will be considered a “**Bidder**”. The City intends to enter into a contractual agreement with the successful, responsible Bidder based on the highest percentage fee stated on the Concession Bid Form. The Concession Agreement is attached to this Bid Specification as **Attachment “1”** (“**Concession Agreement**”). Upon execution of the Concession Agreement by the City and the successful Bidder, the successful Bidder will become the “**Concessionaire**” under the Concession Agreement. Concessionaire will be awarded a personal, non-assignable, revocable license to operate and manage the Parking Operations and to exercise the rights and perform the duties described in this Bid Specification and the Concession Agreement.

1.2 Bidder Qualifications

The City is requesting bids from all firms who can demonstrate substantial experience in professional parking management and sufficient financial capability to operate and manage the Parking Operations at the highest level. In addition, Parking Operations require a parking operator experienced with coordinating, cooperating and working with municipalities and the municipality’s respective departments, such as the police department, personnel and partners.

1.3 Term

The initial contract term will commence on June 1, 2009 (the “**Commencement Date**”) and expire on the 1st anniversary of the Commencement Date (“**Initial**

Term”). The City may, at its sole discretion, renew the Concession Agreement for up to three (3) additional one (1) year periods (each option a “**Renewal Term**”).

1.4 Mandatory Pre-Bid Meeting; Mandatory Tour of East Park Regatta Parking

1.4.1 A mandatory “**Pre-Bid Meeting**” will be held for all interested Bidders on the date and time stated on the cover page of this Bid. The purpose of the Pre-Bid Meeting will be to review the requirements contained in the Bid. **All potential bidders are required to RSVP to the Project Manager** (defined in Section 1.5 below) **regarding their attendance at the Pre-Bid Meeting.**

1.4.2 After the Pre-Bid Meeting, a mandatory tour of the East Park Regatta Parking will be conducted by Fairmount Park staff. All interested Bidders must attend the mandatory tour of the East Park Regatta Parking in order to be eligible for an award resulting from this Bid Specification.

1.5 Project Manager; Questions to this Bid Specification

The “Project Manager” for this Bid is Robert Allen, Director of Property and Concessions Management for Fairmount Park:

Email: Robert.Allen@Phila.Gov
Fax: 215-683-0205
Mail: One Parkway, 10th Floor
1515 Arch Street, Philadelphia, PA 19102

Questions concerning the Bid specifications and/or the Concession Agreement, may be asked at the Pre-Bid Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by e-mail, fax or letter, no later than **May 1, 2009 at 3:00 PM prevailing local time**, (“**Deadline for Questions**”). The City is not obligated to answer or respond to any questions received after the Deadline for Questions.

All questions at the Pre-Bid Meeting, and all other questions submitted in writing or on the E-Contract Website, which, in the City’s sole discretion, concern a material element of the bid process, will be answered by the City on the E-Contract Website or in writing by an addendum to this Bid Specification prior to the Deadline for Submitting Bids. The City will not be bound by any verbal response made by any City employee to any questions.

II. BIDDING REQUIREMENTS

2.1 Reservation of Rights

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

2.1.1 To reject any bid if, in the City's sole discretion, the bid is incomplete, the bid is not responsive to the requirements of this Bid Specification, the Bidder does not meet the qualifications set forth in this Bid Specification, or it is otherwise in the City's best interest to do so;

2.1.2 To reject all bids, or to postpone, cancel and reissue this Bid Specification or not reissue this Bid Specification if, in the City's sole judgment, it is in the City's best interest to do so;

2.1.3 To supplement, amend, or otherwise modify this Bid Specification at any time prior to the Bid Opening;

2.1.4 To waive any bid informality, defect, or deviation from the requirements of this Bid Specification that, in the sole judgment of the City, is not material to the bid;

2.1.5 To require additional information, by questionnaire or otherwise, as to the qualifications and capabilities of a Bidder; and

2.1.6 To conduct investigations with respect to the qualifications of each Bidder and call a Bidder's references.

2.2 Bid Deposit

Each Bidder must submit with its bid a refundable Certified Treasurer's or Cashier's Check, U S Postal Money Order, or Bank Money Order, made payable to the "City of Philadelphia" in the amount of one thousand dollars (\$1,000.00) ("**Bid Deposit**"). Any bid that is not accompanied by the required bid deposit may be rejected. A Bidder's Bid Deposit may be retained in full by the City if the Bidder (a) executes the Concession Agreement but fails to furnish the required bond(s) and insurance documents within fifteen (15) days after the Concession Agreement is executed or (b) fails to execute a Concession Agreement in accordance with the terms of its bid, unless the City has permitted the Bidder to withdraw its bid. Bid Deposits will be returned to unsuccessful Bidders after the Concession Agreement is signed.

2.3 No Delinquencies

No bid will be accepted from or Concession Agreement awarded to, any person, firm, or corporation that is in arrears or is in default to the City of any debt, including without limitation tax delinquencies, or contract, or is a defaulter as surety or otherwise, upon obligations to the City, or has failed to perform faithfully any previous contract with the City, or has failed to execute a contract with the City. Nor shall any bid be accepted from, or contract awarded to, any City employee or official who submits a bid or solicits any contract in which the individual may have any direct or indirect financial interest.

2.4 Concession Bid Form

As set forth in the Concession Bid Form, provided in Section V of this Bid Specification, bids will be received from Bidders in the form of an offer to make certain payments to the City of Philadelphia.

2.5 Terms and Conditions of the Bid Specification and Concession Agreement

2.5.1 The Bidder, by submitting a bid, expressly understands, acknowledges and agrees to all terms and conditions set forth in this Bid Specification. Bid submissions which are determined to be non-responsive for reason of offering counter terms and conditions may be rejected without notice. The decision by the City is final.

2.5.2 Each Bidder must sign and return the Concession Agreement attached to this Bid Specification as Attachment “1” with their bid. The City may, in its sole discretion, consider any bid submitted with changes or objections made by a Bidder to any term or condition in the Concession Agreement as a non-responsive bid depending on the number and/or type of objections asserted. Bid submissions which are determined to be non-responsive for reason of offering counter terms and conditions in the Concession Agreement shall be rejected without notice. The decision by the City is final.

2.6 Bidders Must Not Be a Party To More Than One Bid

Bidders must not be a party to more than one bid in connection with this Bid Specification. If a Bidder is a party to more than one bid, the City may reject all such bids.

2.7 Disclaimer

The City believes that the information and data that it has provided in this Bid Specification, in attachments to this Bid Specification, or otherwise in connection with this Bid Specification, is reliable. Nevertheless, the City does not warrant the accuracy of any information or data set forth in this Bid Specification.

2.8 Business Privilege License

Business Privilege License ("**BPL**") is required for every person desiring to engage in any business within the City of Philadelphia, whether or not such person maintains a place of business in the City. The Concessionaire will be required to furnish a BPL number at the time of award, but no later than before the Notice to Proceed (defined in Section 5 of the Concession Agreement) is issued. The BPL is a one-time license (no expiration date). Only one license is needed for multiple locations or for multiple businesses for the same person. If you have never had a BPL assigned, you may request one by filing a Miscellaneous License Application. Applications may be obtained from the Department of Licenses and Inspections, License Issuance Unit, 1401 John F. Kennedy Boulevard, Municipal Services Building, Concourse Level, Philadelphia, Pa. 19102. For further information call (215) 686-2491.

2.9 Performance Bond

The successful Bidder shall, upon award of this concession opportunity, at its sole Cost and expense, provide the City with a performance bond, as prepared by the City of Philadelphia Law Department, in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement. The performance bond shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance bond required by this section shall be for the duration of the term, or shall be renewed in a sequence to achieve such duration. In lieu of the performance bond the City may elect, in its sole discretion, to accept a cash deposit as security for faithful performance of and compliance with all the terms and conditions of the Concession Agreement.

2.10 Fidelity Bond

Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term and any renewal Terms of this Agreement, a fidelity bond in an amount of Fifty Thousand Dollars (\$50,000), covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under this Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of Fifty Thousand Dollars (\$50,000). 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 at the time of award, but no later than before the Notice to Proceed (defined in Section 5 of the Concession Agreement) is issued. Failure to maintain the Fidelity Bond shall be considered a material breach of the Concession Agreement.

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

This Bid Specification and the Concession Agreement are subject to Mayor's Executive Order, No.02-05 relating to the participation of minority, women and disabled businesses in City contracts. Bidder is required to respond to the requirements specified in Attachment "2" of this Bid Specification and should submit the "**Solicitation for Participation and Commitment Form**" (S & C Form) attached to this Bid Specification as **Attachment "3"** identifying its solicitations and any commitments made with M/W/DSBEs (defined in **Attachment "2"**) to participate in the Concession Agreement. Bidder is also required to submit documentation of its "Good Faith Efforts" (as more fully described in **Attachment "2"**), whether or not it has achieved any commitments with M/W/DSBEs.

2.12 Tax Requirements

Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by the City and/or the School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and or the School District pursuant to a bid or request for bids has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service within the City constitutes "doing business" in the City, and subjects the successful Bidder to City tax requirements, including without limitation one or more of the following taxes:

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

2.12.1 The Concessionaire, if not already paying the taxes listed above, will be required to apply to the City of Philadelphia Department of Revenue, Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102, for a tax account number and to file appropriate business tax returns as required by Applicable Law. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

2.12.2 In addition to the City's tax requirements, the Concessionaire must timely pay all federal, state, and local taxes, assessments, and levies, however characterized, that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under this Bid Specification and the Concession Agreement.

2.12.3 Any failure by the Concessionaire to comply with the requirements set forth in this Bid Specification regarding payment of taxes, or Concessionaire's failure to otherwise pay taxes as required by Applicable Law, is a default of the Concession Agreement.

III. DESCRIPTION OF PARKING OPERATIONS; REQUIREMENTS

3.1 Description of Parking Operations:

3.1.1 **Eakins Oval Lot Parking:** The Eakins Oval Lot on the Benjamin Franklin Parkway (the “**Eakins Oval Lot**”) is a permanent parking lot that services the parking needs of visitors to the Benjamin Franklin Parkway. The Eakins Oval Lot is more particularly described in **Attachment “4”** to this Bid Specification.

3.1.1.1 The Eakins Oval Lot is used for daily and special events parking. Concessionaire will be expected to promote the use of, and manage the Eakins Oval Lot to its fullest potential in order to maximize parking revenues.

3.1.1.2 Subject to 3.1.1.3 below, at a minimum the Concessionaire shall be required to perform Parking Operations at the Eakins Oval Lot, Tuesday through Friday 10 AM – 5:00PM and weekends from 10AM – 5PM, and during special events on or near the Parkway. The Concessionaire shall obtain the prior approval of the Commissioner of Fairmount Park before changing or increasing the hours of operation at the Eakins Oval Lot. Concessionaire shall be required to work with the Fairmount Park Special Events Office to determine when parking operations for a special event is appropriate.

3.1.1.3 The Eakins Oval Lot is required to be closed for certain annual special events. Please see **Attachment “5”** for a list of events that require closure of the Eakins Oval Lot. Fairmount Park or another department of the City of Philadelphia may require temporary closure of the Eakins Oval Lot for emergencies, events occurring beyond the reasonable control of the City, and other special events that are not listed in **Attachment “5”**.

3.1.1.4 Concessionaire shall be required to restripe parking spaces as reasonably necessary in order to maximize use of the available space for parking. Lines must remain visible at all times throughout the Initial Term and any Renewal Term(s).

3.1.1.5 Concessionaire shall keep the Eakins Oval Lot and all sidewalks, paths and other areas free of litter and trash.

3.1.1.6 Signage and any booth or other physical additions at the Eakins Oval Lot must be approved by the Commissioner of Fairmount Park or the Commissioner’s designee (the “**Commissioner**”). No booth shall be permitted in the center of Eakins Oval Lot.

- 3.1.1.7 As set forth in the Concession Bid Form, provided in Section V of this Bid Specification, each Bidder must propose Parking Fees at the Eakins Oval Lot.
- 3.1.2 **East Park Regatta Parking:** “East Park Regatta Parking” includes parking in East Fairmount Park for Regattas (rowing events on the Schuylkill River) during the spring and fall rowing seasons. A map of East Park Regatta Parking areas and Kelly drive closures, is attached to this Bid Specification as **Attachment “6”**.
- 3.1.2.1 East Park Regatta Parking requires close coordination and cooperation with the Fairmount Park Special Events Office, Fairmount Park Operations staff and the Philadelphia Police Department.
- 3.1.2.2 Concessionaire shall be required to provide temporary event-based signage, which includes the posting of “No Parking” signs, flagging to direct paid patrons to the designated parking areas, traffic cones to formulate appropriate traffic patterns, temporary marking of entrance and exit lanes to and from the designated parking areas, parking fee collection, and parking direction to maximize use of the parking sites, and parking lot monitoring until the end of the event.
- 3.1.2.3 Concessionaire will also be required to work with Park staff to identify and cordon off any areas within the East Park Regatta Parking Area that are deemed unsuitable for parking and work with Park staff and the Philadelphia Police Department to control traffic flow for traffic detoured from Kelly Drive through East Park.
- 3.1.2.4 Upon request of the Commissioner of Fairmount Park, Concessionaire shall be required to collect an additional parking surcharge for every vehicle that parks in the East Park Regatta Parking area to cover the cost of regatta operations for the regatta sponsor. The parking surcharge shall at no time exceed 25% of the Parking Fee.
- 3.1.2.5 As set forth in the Concession Bid Form, provided in Section V of this Bid Specification, each Bidder must propose Parking Fees at for East Park Regatta Parking. The proposed parking fees for East Park Regatta Parking SHOULD NOT include any surcharge amount (See Section 3.1.2.4 above).
- 3.1.3 **FDR Park Parking:** Fairmount Park staff provides parking at FDR Park for all Philadelphia Eagles preseason, regular season and play-off games

and other special events as deemed appropriate by Fairmount Park staff (“**FDR Parking**”). A map of parking in FDR Park is attached to this Bid Specification as **Attachment “7”**.

- 3.1.3.1 Concessionaire shall be required to provide only parking intake services at two entrances into FDR Park and provide signage, flagging and parking fee collection at each entrance.
 - 3.1.3.2 Concessionaire shall be responsible for “screening” incoming vehicles to FDR Park for the purpose of distinguishing between those vehicles entering FDR Park for the purpose of parking for a specific event (i.e. Philadelphia Eagles games) and those vehicles entering the park for a recreational purpose. Fairmount Park staff shall coordinate security and provide parking direction and maintenance inside FDR Park.
 - 3.1.3.3 Unless directed otherwise by the Commissioner of Fairmount Park, Concessionaire shall be required to arrive at FDR Park no later than six (6) hours prior to the start of any event that requires parking at FDR Park. Concessionaire will be dismissed from a parking event at the discretion of Park staff. Dismissal usually occurs shortly after the start of the event or events occurring at the Sports Complex.
 - 3.1.3.4 For Philadelphia Eagle preseason, regular season and play-off games, the Concessionaire shall receive \$600 per hour for the first six (6) hours and \$300 for each additional hour of operation for each Philadelphia Eagles FDR Parking event. For other events at the sports complex requiring parking at FDR Park, the Concessionaire shall receive 40% of After Tax Parking Revenues (see Section 3.5 below for a description of After Tax Parking Revenues).
 - 3.1.3.5 For Philadelphia Eagle preseason, regular season and play-off games, Concessionaire shall submit to Fairmount Park 100% of After Tax Parking Revenues. For other events at the sports complex requiring parking at FDR Park, the Concessionaire shall submit to Fairmount Park 60% of After Tax Parking Revenues.
 - 3.1.3.6 The Commissioner of Fairmount Park shall determine the Parking Fee for FDR Park Parking.
- 3.1.4 **Special Events Parking:** At the request of Fairmount Park, Concessionaire may have the opportunity from time to time to provide parking services at special events occurring in areas throughout the

Fairmount Park system other than the Parking Operations described above (“**Special Events Parking**”). Special Events Parking opportunities are not guaranteed, however, upon request of Fairmount Park, Concessionaire will be required to propose a parking operations plan that includes a reasonable Parking Fee and percentage of After Tax Parking Revenues between 10 – 40% to be retained by Concessionaire based on the parking needs of a particular special event (“**Special Events Parking Proposal**”). The Special Events Parking Proposal shall be submitted in writing to Fairmount Park by a date determined by Fairmount Park. Fairmount Park may seek parking services from an outside parking services provider if for any reason Concessionaire refuses to, or cannot provide Special Events Parking for any particular special event.

3.2 Parking Operation’s Personnel

- 3.2.1 Concessionaire shall employ and provide all personnel necessary and prudent for the safe and efficient performance of the Parking Operations, including, but not limited to, cashiers, flaggers, managers and supervisors.
- 3.2.2 Concessionaire and its employees shall at all times conduct themselves courteously, professionally, and in a manner that reflects well upon the City of Philadelphia and Fairmount Park. Concessionaire employees shall at all times be well-groomed and neat. Concessionaire employees shall be presentable and outfitted in appropriate attire which clearly identifies them as Concessionaire’s employee. Fairmount Park may, at its sole reasonable discretion, require the Concessionaire to remove and replace any employee that does not meet the requirements of this Section.

3.3 Equipment for Parking Operations; Maintenance and Repair

The Concessionaire shall, at its sole cost and expense, provide and use all equipment, material, and supplies necessary and prudent for the safe, efficient and successful performance of the Parking Operations including, but not limited to, cones, tape, signs, parking tickets, uniforms (with reflectors) and flashlights. All maintenance, repair, and replacement of the equipment, materials, and supplies used by Concessionaire for the Parking Operations shall be the sole responsibility of the Concessionaire.

3.4 Parking Taxes

Concessionaire shall be responsible for payment of the Parking Tax for each Parking Operation in accordance with Chapter 19-1200 of the Philadelphia Code.

3.5 After Tax Parking Revenues

“**After Tax Parking Revenues**” are defined as the revenues to be paid to

Fairmount Park after the Concessionaire pays the Parking Tax to the City of Philadelphia.

3.6 Financial Proposal

3.6.1 As set forth in the Concession Bid Form, provided in Section V of this Bid Specification, each Bidder must propose a percentage payment of After Tax Parking Revenues to be made to Fairmount Park from the Parking Operations at the Eakins Oval Lot and East Park Regatta Parking (the “**Percentage Fee**”).

3.6.2 Parking Operations at FDR Park:

3.6.2.1 For Philadelphia Eagle preseason, regular season and play-off games, the Concessionaire shall receive \$600 per hour for the first six (6) hours and \$300 for each additional hour of operation for each Philadelphia Eagles FDR Parking event. For other events at the sports complex requiring parking at FDR Park, the Concessionaire shall receive 40% of After Tax Parking Revenues.

3.6.2.2 For Philadelphia Eagle preseason, regular season and play-off games, Concessionaire shall submit to Fairmount Park 100% of After Tax Parking Revenues. For other events at the sports complex requiring parking at FDR Park, the Concessionaire shall submit to Fairmount Park 60% of After Tax Parking Revenues.

3.7 Parking Fees; Collection of Revenue

3.7.1 “**Parking Fee**” is the cost per vehicle to park at a Parking Operations site. Current Parking Fees are set forth in **Attachment “8”**. During the term of the Concession Agreement, all Parking Fee increases must be approved by the Commissioner of Fairmount Park.

3.7.2 Concessionaire shall be required to take every reasonable action to collect and enforce the collection of Parking Fees at the Parking Operations.

3.8 Parking Rate Proposal for the Eakins Oval Lot and East Park Regatta Parking

3.8.1 As set forth in the Concession Bid Form, provided in Section V of this Bid Specification, each Bidder must propose Parking Fees at the Eakins Oval Lot and East Park Regatta Parking. The proposed parking fees for East Park Regatta Parking SHOULD NOT include any surcharge amount (See Section 3.1.2.4).

3.8.2 The Commissioner of Fairmount Park shall determine the Parking Fee for FDR Park Parking.

3.9 Records of Parking Operations; Reporting and Payment Schedule

3.9.1 Concessionaire shall be required to maintain complete and accurate accounting records separately for each Parking Operation, signed by its corporate secretary showing:

- a) the times of commencement and completion of the Parking Operations each day
- b) the number of vehicles parking at the Parking Operations each day
- c) Concessionaire's Gross Receipts from the Parking Operations
- d) the amount of parking taxes paid by Concessionaire in connection with the Parking Operations

3.9.2 Concessionaire shall be required to prepare and submit to the City, a monthly accounting report (“**Accounting Report**”) using the reporting forms provided in **Attachment “9”**. The Accounting Report shall document the Parking Operations from the previous calendar month, shall be due to the City no later than the fifteenth (15th) day of each month and shall be submitted by Concessionaire to the City along with all Percentage Fee, After Tax Parking Revenue, and any Special Events Percentage Fee payments owed the City pursuant to this Bid Specification, Concession Agreement, Concessionaire's bid, and any Special Events Parking Proposal.

3.10 Operational Plan

All bids must include a detailed operational plan for each Parking Operation site.

3.10.1 Each Bidder must submit a detailed operational plan with their bid. At a minimum, the following must be included in the operational plan:

- 3.10.1.1 A detailed description for operating and managing the Parking Operations for each site, including, but not limited to, staffing levels and equipment to be utilized in fulfilling the requirements specified in this Bid Specification.
- 3.10.1.2 Identification of Bidder's management team and description of the team's background and experience.
- 3.10.1.3 Description of the procedures for addressing City complaint concerning the quality and availability of services.
- 3.10.1.4 Proposal of quality assurances for the Parking Operations to

prevent inappropriate transactions between customers and the Parking Operation's Personnel.

3.11 City's Right to Inspect

The Concessionaire shall be required to keep and make available, within the City at reasonable times during the Term and for a period of two years after the Concession Agreement Ending Date, all the Concessionaire's records and financial information pertaining to the Concession (collectively, "**Concessionaire's Records**"). The Concessionaire shall be required to permit the City, Commission, Commonwealth of Pennsylvania, and United States government, or any of their respective officials or representatives, to inspect, audit, or copy Concessionaire's Records.

3.12 Signs

In addition to any other approvals required by law, the Concessionaire shall obtain the prior approval of the Commissioner of Fairmount Park before placing or erecting any sign in, on, or about any of the Parking Operation sites. The placement or erection of certain signs may be subject to the jurisdiction of the Philadelphia Art Commission. The Concessionaire shall obtain the approval of the City of Philadelphia Art Commission if and when required by Applicable Laws. The Concessionaire shall comply with all other Applicable Laws governing signs at the Parking Operations, including but not limited to the Commission's regulations.

IV. MINIMUM QUALIFICATIONS

(Each Bidder must provide evidence satisfactory to the City of the following qualifications and furnish the requested information on the Qualification Form Attachment “10”)

4.1 Operating Experience

Bidder shall have at least five (5) years prior experience in parking operations management in accounts of similar size and complexity as stated in this Bid Specification.

4.2 Operating Capabilities

Bidder must demonstrate the necessary resources to operate, manage and maintain parking services as described in this Bid Specification.

4.3 Staff Support

Bidder must have sufficient staff for a Concession Agreement of this size and scope and to provide expeditious problem resolution.

4.4 Reports

Bidder must have the capability to design and furnish management reports required in Section 3.9 above in a format satisfactory to the City.

4.5 Organizational History

Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees, number of years in business, and resume of the Concession Manager.

4.6 Financial Information

Provide evidence of financial capacity and stability; accountant prepared financial statements that are in accordance with generally accepted accounting principles , and a federal tax return for the most recently completed fiscal year. Provide bank reference(s) and loans or lines of credit and dates that such accounts were established. By submitting financial information the Bidder is providing authority to Fairmount Park to contact the financial institutions related to such information.

4.7 Business Association Information

If you are a partnership or a joint venture, give the date of agreement, the State where agreement was filed, the name and address of each partner and the percentage of ownership of each partner. If you are a corporation, provide a copy of receipt of incorporation articles, give the date and State of incorporation and the names and addresses of the officers.

4.8 Federal Employer Identification Number

Provide your Federal Employer Identification Number.

4.9 Bankruptcy

If you, your company or an affiliated company has filed bankruptcy protection in the last five (5) years please provide a brief explanation of the circumstances.

4.10 Surety Companies

List any current Surety companies which have heretofore issued performance bonds and the names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract.

4.11 Litigation Involvement

The City will reject bids from Bidders who are involved in litigation with the City of Philadelphia.

V. CONCESSION BID FORM

BID NO. C-103-09

BID OPENING DATE: MAY 8, 2009

**CONCESSION BID FOR THE OPERATION AND MANAGEMENT OF
PARKING OPERATIONS IN THE FAIRMOUNT PARK SYSTEM**

Issued by:

City of Philadelphia, Fairmount Park

&

City of Philadelphia, Procurement Department

**Sealed bids will be received until 10:30 AM prevailing local time in Room 170A,
Municipal Services Building, 1401 J.F.K Boulevard, Philadelphia, PA 19102**

In accordance with Section 2.5 of the Bid Specification, the concessionaire by submitting a bid, expressly acknowledges and agrees to all terms and conditions set forth in the Bid Specification, including without limitation, those terms and conditions set forth in the Concession Agreement attached as **Attachment "1"**. Bid submissions which are determined to be non-responsive for reason of offering counter terms and conditions may be rejected without notice. The decision by the City is final.

The undersigned acknowledges that it has read the Concession Agreement ("Agreement") attached to the Bid Specification as **Attachment "1"**, and agrees, to execute the Agreement within sixty (60) days of receiving notification that the bid was accepted, and deliver all insurance certificates, bonds, etc, required by the Bid Specification and contract.

Accompanying this bid is a \$1,000.00 payable to the City of Philadelphia (the "**Bid Deposit**"). All bid deposits shall be submitted in the form of a Certified Treasurer's Check or Cashier's Check, US Postal Money Order, or Bank Money Order.

Bidder agrees to pay to the City of Philadelphia the After Tax Parking Revenues from FDR Park Parking and the following percentage fee of After Tax Parking Revenues from Parking Operations at Eakins Oval Lot and East Park Regatta Parking, as defined in Section 3.6.1 and 3.6.2 of the Bid Specification:

5.1 Percentage Fee Proposal

5.1.1 EAKINS OVAL LOT:

Percentage of After Tax Parking Revenues to be paid to Fairmount Park in the Initial Term for parking at Eakins Oval Lot. **Percentage shall be no lower than 70%:**

_____ % of After Tax Parking Revenues

5.1.2 EAST PARK REGATTA PARKING:

Percentage of After Tax Parking Revenues to be paid to Fairmount Park in the Initial Term for East Park Regatta Parking. **Percentage shall be no lower than 30%:**

_____ % of After Tax Parking Revenues

5.2 Parking Fee Proposal

Each Respondent must propose Parking Fees at the Eakins Oval Lot and East Park Regatta Parking. Parking Fees represent the cost for a vehicle to park at a parking site per day for daily parking at the Eakins Oval Lot or per Regatta event for parking at the East Park Regatta Parking.

5.2.1 Parking Fees for daily parking at Eakins Oval:

Weekdays: \$ _____ per hour / \$ _____ per day

Weekends: \$ _____ per hour / \$ _____ per day

5.2.2 Parking Fees for parking at the East Park Regatta Parking (*DO NOT include any surcharge in the parking fee proposal. See Section 3.1.2.4 of the Bid Specification.*):

\$ _____ per vehicle for East Park Regatta Parking

5.3 Basis of Award

The high bidder will be determined by using the following formula using **estimates of After Tax Parking Revenues for future Parking Operations at Eakins Oval Lot and East Park Regatta Parking** (estimates of After Tax Parking Revenues are based on reported gross receipts, discussed in **Attachment “8”**, from 2008 Eakins Oval Lot and East Park Regatta Parking):

Percentage Fee for **Eakins Oval Lot** (%) X \$170,000 = \$ _____

Percentage Fee for **East Park Regatta Parking** (%) X \$60,000 = \$ _____

TOTAL \$ _____

(After Tax Parking Revenues to be paid to the City of Philadelphia)

The Bidder with the highest total After Tax Parking Revenues to be paid to the City of Philadelphia will be the high bidder.

{The remainder of this page left blank intentionally; signature page attached.}

SUBMIT SEALED BIDS ON THIS FORM

If bid is by an INDIVIDUAL or a PARTNERSHIP, or a JOINT VENTURE, date and sign the bid here, with original signatures, in ink.

This ____ day of _____, 2009

(Individual or Business Entity)

(Address)

(City, State, Zip Code)

(Signature)

(Federal Employer Identification Number)

If bid is by a CORPORATION, date and sign the bid here, in ink, by the President or Vice-President or attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This ____ day of _____, 2009

(Corporate Name)

(Address)

(City, State, Zip Code)

(Signature)

(Title)

(Federal Employer Identification Number)

ATTACHMENT 1

CONCESSION AGREEMENT

THIS AGREEMENT, made this day of _____ 2009, by and between THE CITY OF PHILADELPHIA, a municipal corporation, (“**City**”) and _____ (“**Concessionaire**”).

1. Recital.

The Concessionaire is the successful bidder to Bid Specification No. C-103-09 for the management and operation of parking operations in the Fairmount Park system, as described in the Bid Specification and any attachments or addenda to Bid Specification No.C-103-09 (“**Bid Specification**”) and the bid submitted by Concessionaire, including but not limited to the Concession Bid Form (“**Concessionaire’s Bid**”). The Bid Specification and Concessionaire’s Bid are attached to and made a part of this concession agreement (“**Concession Agreement**” or “**Agreement**”). Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Bid Specification as it may be amended.

2. Grant of Concession.

The City hereby gives to Concessionaire a personal, non-assignable, revocable license during the Term (defined below) to maintain, operate, promote and take all necessary and prudent actions to provide vehicle parking services (“**Parking Operations**”) in the Fairmount Park system in accordance with terms of this Concession Agreement, the Bid Specification and the Concessionaire’s Bid. The grant of these privileges by the City to Concessionaire may be referred to in this Contract as the “**Concession.**” In the operation of the Concession it is acknowledged and understood that Concessionaire is an independent contractor and not an agent of the City.

3. Term.

The term (“**Term**”) of the Concession Agreement shall be for a period of one (1) year beginning June 1, 2009, and may be renewed by written notice from the City to Concessionaire, in the sole discretion of the City, for up to three (3) additional one (1) year periods, unless sooner terminated as provided in this Concession Agreement.

4. Concession Fees.

Concessionaire shall make payments to the City of Philadelphia in accordance with the requirements of this Agreement, the Bid Specification, and the Concession Bid Form.

5. Notice to Proceed.

Immediately upon receipt of a written notice to proceed issued by the City (“**Notice to Proceed**”), Concessionaire may, at Concessionaire's sole expense begin Parking Operations in accordance with the Bid Specification, Concessionaire’s Bid and this Concession Agreement.

6. Compliance with Applicable Laws.

Concessionaire shall observe and comply with all present and future applicable laws, ordinances (including, but not limited to, the Fair Practices Ordinance, The Philadelphia Code, Chapter 9-1100), statutes, orders, rules, regulations, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, which may be applicable to Concessionaire (“**Applicable Laws**”).

7. Financial Reports.

Concessionaire shall annually provide financial reports demonstrating evidence of financial capacity and stability; this should include financial statements that are in accordance with generally accepted accounting principles, and a federal tax return for the most recently completed fiscal year. Concessionaire shall also provide bank reference(s) and loans or lines of credit and dates that such accounts were established. By submitting financial information the Concessionaire is providing authority to Fairmount Park to contact the financial institutions related to such information.

8. Taxes.

Concessionaire shall pay before delinquency all taxes, of any and all governmental authorities, that may be levied, assessed, or charged against the Concessionaire's interest in this Agreement, against the personal property of Concessionaire within the Parking Operation Premises, or upon the rights of Concessionaire to occupy the Parking Operation Premises as provided in this Agreement or upon the Concessionaire's income from the operation of this privilege.

9. Parking Fees.

All fees charged by Concessionaire for vehicle parking at the Parking Operations shall be in conformity with the prices set forth in Parking Fee Proposal Form in Concessionaire’s Bid. Any changes to these prices shall be subject to the prior written approval of the Commissioner of Fairmount Park.

10. Quality of Service; Right to Inspect Products and Equipment.

All services provided at the Parking Operations shall be of the highest quality and shall conform with this Agreement and all applicable federal, state, local laws, acts, ordinances and regulations. City shall have the right, but not the obligation, at all times during the term and whether the privilege granted hereunder is in operation or not and to approve or reject those operations City shall also have the right, but not the obligation, to inspect Concessionaire’s equipment and request the immediate removal from the Vending Premises of any equipment that, in the City’s sole determination, does not meet the conditions of this Agreement.

11. Insurance, Performance Bond and Fidelity Bond.

(A) Concessionaire shall at its sole cost and expense, obtain and maintain, during the Term of this Agreement, the types and minimum limits of coverage specified

below. All insurance shall be procured from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. The insurance shall provide at least thirty (30) days prior notice be given to the City in the event coverage is materially changed, cancelled, or non-renewed. 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:

\$500,000 Each Accident - Bodily Injury by Accident;

\$500,000 Each Employee - Bodily Injury by Disease;

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

(c) Other states' endorsement including Pennsylvania.

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

(3) Garagekeepers Legal Liability Insurance

(a) Limit of Liability: \$1,000,000 for damage to any vehicles while stored in the garage.

(4) Umbrella Liability

(a) Limits totaling \$5,000,000 per occurrence when combined with insurance required under (1), (2) and (3) above.

(5) Property All Risk in an amount sufficient to cover Concessionaire's equipment.

(6) In no event shall parking operations commence until the required evidence of insurance has been furnished. If

Concessionaire fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of this Agreement and to exercise all appropriate rights and remedies.

(7) The City of Philadelphia, its officers, employees, agents and representatives are to be named as additional insured on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees, agents and representatives as additional insured will be primary to any coverage available to them.

(8) Certificates of insurance evidencing the required coverage must specifically reference the City Contract number for which they are being submitted and shall be submitted to the Director of Property and Concessions and the City's Risk Manager (14th Floor, One Parkway Building, 1515 Arch Street, Philadelphia, PA.19102) upon execution of the Agreement, and at least ten (10) days before each renewal date. The City reserves the right to require Concessionaire to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon ten (10) days prior written notice to Concessionaire. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made by Concessionaire to the City or to limit Concessionaire's liability under this Agreement to the limits of the policies of insurance required to be maintained by Concessionaire. If Concessionaire, during the Term of the Agreement neglects or refuses to maintain any of the insurance required herein, or fails to submit proof of such insurance as required herein and fails to cure same after five (5) days written notice from the City informing Concessionaire of such default, then the City may terminate this Agreement immediately without any liability on its part. In such event, Concessionaire shall continue to be subject to any and all liabilities of Concessionaire, actual or contingent, which may have arisen on or before such termination date, and City reserves to itself all of the remedies available in law or in equity or contained in this Agreement.

(B) Performance Bond

Upon award of its bid, the successful bidder shall, at its sole cost and expense, provide the City with a performance bond, as prepared by the Law Department of City, in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful performance of and compliance with all the terms and conditions of the Contract. The performance bond shall be with a surety acceptable to the City and shall name the City as

obligee thereon. The performance bond required by this section shall be for the duration of the term, or shall be renewed in a sequence to achieve such duration. In lieu of the performance bond the City may elect, in its sole discretion, to accept a cash deposit as security for faithful performance of and compliance with all the terms and conditions of the Contract.

(C) Fidelity Bond.

Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term and any renewal Terms of this Agreement, a fidelity bond in an amount of Fifty Thousand Dollars (\$50,000), covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under this Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of Fifty Thousand Dollars (\$50,000). 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 the commencement of Services. Notification of crime insurance is subject to the provisions of 11 (A). Failure to maintain the Fidelity Bond shall be considered a material breach.

12. Indemnification of City.

Concessionaire agrees to defend, indemnify, and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, expenses and liabilities, occasioned wholly or in part by Concessionaire's act or omission or negligence or fault or the act, omission, negligence or fault of Concessionaire's agents, Subcontractors, employees or servants in connection with the privileges granted hereunder, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of the Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). The obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of this Agreement.

13. Records; Inspection.

(A) Maintenance of Records

Concessionaire shall keep and preserve at its office during the term of this Agreement and for at least three years after the termination or expiration of this Agreement, balance sheets, statements of earnings, general ledger, receipts and disbursement journals, sales records, parking operation records and other supporting documentation which shall disclose in detail all information required to permit City to verify contract performance and payment of all amounts due or required to be paid under this Agreement. All financial records maintained by Concessionaire shall be in accordance with generally accepted accounting principles.

(B) Inspection.

The City shall have the right to inspect and review the Concessionaire's books of account, and other records maintained as required by this Agreement, at all reasonable times and at such place as the City may prescribe.

14. Surrender of Parking Operation Premises.

Concessionaire shall on the last day of the Term or upon any earlier termination of this Agreement, immediately vacate the Parking Operation Premises without delay, leaving said Parking Operation Premises in good order, condition and repair and free and clear of all lettings, occupancies, liens, and encumbrances other than those, if any, created by the City. No further notice to vacate the Parking Operation Premises shall be required. Concessionaire shall remove any and all equipment installed by Concessionaire. Concessionaire shall cooperate with any succeeding concessionaire prior to the last day of the Term in order to effectuate a smooth, orderly, and uninterrupted transition in the operation of the concession services.

15. Default and Termination of the Agreement.

(A) Termination for Default. Any failure by Concessionaire to comply with any provision of the Agreement may, in the sole discretion of the City, constitute an event of default. In the event of a default by Concessionaire, City shall give Concessionaire written notice of such default and permit Concessionaire, within a period of five (5) days thereafter, or such additional cure period as City may authorize, to correct the default; provided, however, that no such notice from City shall be required nor shall City permit any period for cure if the event of default creates an emergency which requires, in City's sole discretion, immediate exercise of City's rights or remedies. After providing such notice and grace, the City may terminate the Agreement if Concessionaire, in the City's sole judgment, has failed to satisfactorily cure such default. No extension or indulgence granted to Concessionaire shall operate as a waiver of any of City's rights in connection with the Agreement. The right to terminate the Agreement shall not be exclusive and is in addition to any other rights or remedies available to City under this Agreement, at law or in equity.

(B) Termination for Convenience. In addition to termination for default, the City shall have the right to terminate this Agreement at any time during the term of the Agreement, for any reason, including, without limitation, its own convenience. If the Agreement is terminated solely for the City's convenience, the City shall issue a written notice to Concessionaire, no less than ninety (90) days prior to the effective date of such termination.

(C) If the Agreement is terminated, any payments required to be paid to Fairmount Park pursuant to this Agreement shall be taken to be immediately due and payable by the terms and provisions of this Agreement.

(D) In the event the Contract is terminated for any reason, City shall not be liable for any damages, including damages for loss of profits that might have been realized had the Concession Agreement not been terminated.

16. Intentionally deleted.

17. Force Majeure.

Anything in this Agreement to the contrary notwithstanding, the City shall not be responsible or liable for failure to fulfill any of its obligations set forth in this Agreement (including the Bid Specification) occasioned by 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.

18. Assignment and Transfer; Subcontracting

(A) Assignment and Transfer

(1) Concessionaire may not transfer or assign this Agreement, either in whole or in part, without the prior written consent of the City. If the City approves any transfer or assignment of this Agreement, Concessionaire will, nevertheless, remain liable for the performance of all the obligations of the Concessionaire under this Agreement. The Concessionaire will require any transferee or assignee to execute and deliver to the City an assumption of liability agreement, in form satisfactory to the City, including without limitation, the assignee's ratification of and agreement to be bound by all of the provisions of this Agreement. The consent of the City to one or more assignments or transfers of this Agreement shall not be construed as a consent to any other assignment or transfer of this Agreement.

(2) The City may assign, transfer, or encumber the City's interest in this Agreement at any time without notice to Concessionaire. Concessionaire waives any requirements under the laws of the Commonwealth of Pennsylvania regarding the witnessing or execution of assignments.

(B) Subcontracting

(1) Concessionaire shall not delegate or enter into any subcontracts for the performance of its obligations under the Agreement, in whole or in part, without on each occasion obtaining the prior written consent of the City. Concessionaire shall submit to the City, copies of all proposed subcontract(s) to be entered into by Concessionaire, along with Concessionaire's written request for the City's consent. All such subcontracts must specify that the City is designated as a third party beneficiary of the subcontract and services provided by the subcontractor shall be in accordance with the terms of this Agreement. The subcontract(s) must also specify that the subcontractor shall be bound by the same requirements as Concessionaire under this Agreement including, without limitation, indemnification of City, insurance, maintenance and preservation of records and audit by City.

(2) The City's consent to or approval of any subcontract shall not

create any obligation of the City to any subcontractor and there is no agency between City and subcontractor(s).

(3) Upon request by the City (at the City's sole option) and upon receipt of written notice from the City stating that the Agreement between the City and Concessionaire has been terminated, the subcontractor(s) agrees that it will continue to perform its obligations under its subcontract for the benefit of the City in accordance with the terms and conditions of this Agreement.

(4) No permitted subcontract(s) shall relieve Concessionaire of any obligation under this Agreement. Concessionaire shall be as fully 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.

(5) Any purported subcontract(s) in violation of this Section or of any other Section in this Agreement shall be of no force and effect.

19. No Lease.

This Agreement creates a personal contractual obligation of Concessionaire. Nothing in this Agreement shall be construed as granting a leasehold interest in the Concession Premises to the Concessionaire. Concessionaire is an independent contractor and not an agent, partner, or employee of the City.

20. Condemnation.

If the Parking Operation Premises or any part of the Parking Operation Premises, are taken under condemnation proceedings by any government authority, the City may, at the City's option, terminate this Agreement as of the date of the taking. All damages awarded for such taking shall belong to and become the property of the City. Concessionaire shall have no claim against the City by reason of such taking or termination of Parking Operations and shall not have any claim or right to any portion of the amount that may be awarded or paid to the City as a result of any such taking.

21. Certification of Non-Indebtedness.

(A) Concessionaire, certifies and represents that Concessionaire and Concessionaire's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the Agreement (including any extensions or renewals thereof) 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), liens, judgments, fees, or other debts for which no written agreement of payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Concessionaire acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the termination of this Agreement for default (in which case Concessionaire shall be liable for all excess costs and other damages resulting from the termination).

(B) Concessionaire shall require all subcontractors performing work in connection with the Agreement to be bound by the following provision and Concessionaire shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

Subcontractor hereby certifies and represents that Subcontractor and Subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of Concessionaire's Agreement with the City, including any extensions or renewals thereof, 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), liens, judgments, fees, or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractors acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination).

22. Agreement Binding.

This Agreement is binding upon the parties, their heirs, executors, administrators, successors, and assigns, subject to the provisions of Section 18 of this Agreement.

23. Notices; Approvals.

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States regular, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for the City:

Hugh Ortman, Procurement Commissioner
1401 J.F.K. Blvd.
Municipal Services Building - Room 120
Philadelphia, PA 19102

With a copy to:

Michael DiBerardinis, Commissioner of Fairmount Park
One Parkway Building
1515 Arch Street - 10th Floor
Philadelphia, PA 19102

and

Divisional Deputy City Solicitor – Real Estate Division

City of Philadelphia Law Department
One Parkway Building – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

If intended for Concessionaire:

24. Captions and Section Numbers.

The captions, article numbers, and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

25. Partial Invalidity.

If any term, covenant, or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid, or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to parties or circumstances other than those to which the Agreement was held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

26. No Third Party Beneficiary.

Nothing contained in this Agreement is intended to or shall be deemed to confer a third party beneficiary right upon any person, firm, or corporation.

27. Participation of Minority, Women and Disabled Business Enterprises (M/W/DSBEs).

In accordance with Executive Order 02-05, the City established ranges relating to the participation of Minority (MBE) Owned Business Enterprises in this Agreement. Concessionaire covenants and represents that it will utilize the following MBE(s) as contract participants under this Agreement for the work/supply effort and in the dollar amount and percentage specified:

<u>Name of M/W/DSBE</u>	<u>Dollar/Percentage Amount</u>	<u>Work/Supply Effort</u>
MBE	<u><i>Best Efforts</i></u>	<u><i>Best Efforts</i></u>
WBE	<u><i>Best Efforts</i></u>	<u><i>Best Efforts</i></u>
DSBE	<u><i>Best Efforts</i></u>	<u><i>Best Efforts</i></u>

The contract provisions contained in **Attachment “2”** to the Bid Specification and entitled “Instructions, Form and Contract Provisions for the Participation of Minority, Women and Disabled Business Enterprises (M/W/DSBEs) on City Concession Contracts” are a material part of this Agreement. Likewise, the disadvantaged business enterprise participation commitments made by Concessionaire and enumerated above are also a material part of this Agreement. If Concessionaire fails to comply with any of these contract provisions and requirements, City may hold Concessionaire in default and City shall be entitled to all rights and remedies available under this Agreement, at law or in equity, including, but not limited to, the liquidated damages remedy contained in **Attachment “2”** to the Bid Specification.

28. Nondiscrimination.

(A) This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and, in its performance, Concessionaire shall not discriminate nor permit discrimination against any person because of race, color, sex, religion, national origin, or ancestry. In the event of such discrimination, the City may terminate this Agreement forthwith.

(B) In accordance with Chapter 17-400 of The Philadelphia Code, Concessionaire agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in a exclusionary private organization, insofar as such participation confers a 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 Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

(C) Concessionaire agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for supplies or work to be performed pursuant to this Agreement. Concessionaire further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

29. The Philadelphia Code, Section 17-104; MacBride Principles.

(A) In accordance with Section 17-104 of The Philadelphia Code, Concessionaire by execution of this Agreement certifies and represents that (1)

Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

(B) In the performance of this Agreement, Concessionaire agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(C) Concessionaire agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Concessionaire expressly understands and agrees that any false certification or representation in connection with this Section and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

30. No Prohibited Gifts to City Officials.

(A) Prohibited Gifts. Pursuant to Executive Order 002-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

(1) A person seeking to obtain business from, or who has financial relations with, the City;

(2) A person whose operations or activities are regulated or inspected by any City agency;

(3) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;

(4) A person seeking legislative or administrative action by the

City; or

(5) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

Concessionaire understands and agrees offering anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be a default of this Concession Agreement.

31. Complete Agreement; Governing Law.

This Agreement sets forth all the promises, agreements, conditions, and understandings between the City and Concessionaire relating to the subject matter thereof. There are no promises, agreements, conditions, or understandings, either oral or written, between the City and Concessionaire other than those set forth in this Agreement. This Agreement may only be amended, modified, or supplemented by agreement in writing signed by both the City and Concessionaire. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

{The remainder of this page left blank intentionally; signature page attached.}

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written and intend to be legally bound thereby.

THE CITY OF PHILADELPHIA

By: _____
Commissioner, Procurement Department

By: _____
Commissioner, Fairmount Park

CONCESSIONAIRE

SEAL

(Type or Print Name of Concessionaire)

By: _____
(Signature Authorized Signatory)

(Type or Print Name and Title)

Attest: _____

(Type or Print Name and Title)

(Federal Employer Identification Number)

APPROVED AS TO FORM:
Shelly R. Smith, City Solicitor

Per: _____
(Deputy City Solicitor)

ATTACHMENT 2

City of Philadelphia
Office of Economic Opportunity (OEO)
Mayor's Executive Order 02-05

**INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE PARTICIPATION OF
MINORITY, WOMEN AND DISABLED
BUSINESS ENTERPRISES (M/W/DSBEs) on City Concession Contracts**

The Bid Specification and Concession Agreement are subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the OEO Office) are hereby incorporated in and made a part of any contract resulting from this bid.

Bidder is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the requirements specified in this bid for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBEs (collectively, ("M/W/DSBEs")) as those terms are defined in Executive Order 02-05.

Bidder should submit a "**Solicitation for Participation and Commitment Form**" (**S & C Form**) attached to the Bid Specification as **Attachment "3"** identifying its solicitations and any commitments made with M/W/DSBEs to participate in the contract. Bidder is also required to submit documentation of its "Good Faith Efforts" (as more fully described below), whether or not it has achieved any commitments with M/W/DSBEs.

This information, the S&C Form identifying Respondent's solicitations and commitments of M/W/DSBEs and documentation of Bidders' Good Faith Efforts, must be submitted with the bid, although the OEO reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of this information is an element of responsiveness to this bid and failure to do so may result in the rejection of the Bidder. Bidder 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 the Bidder is subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

M/W/DSBE PARTICIPATION

MBE	<u>Best Efforts</u>
WBE	<u>Best Efforts</u>
DSBE	<u>Best Efforts</u>

Under the authority of the Mayor's Executive Order 02-05, in addition to participation ranges, this bid is subject to Good Faith Efforts for the inclusion of MBEs, WBEs and

DSBEs in the contract. “*Good Faith Efforts*” are those efforts, the scope, intensity and appropriateness of which would reasonably be expected to achieve meaningful M/W/DSBE participation in the contract. ‘*Good Faith Efforts*’ include but are not limited to:

- Efforts made to solicit through all reasonable and available means the interest of OEO-certified businesses that have the capability to perform the work detailed in the bid. Such efforts include use of the OEO Directory of Certified Firms, attendance at any pre-bid meetings, advertising in minority focused publications, written mailings to certified M/W/DSBEs. Bidders should determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations.
- Efforts made to allocate a portion of the services to an MBE, WBE, and/or DSBE even when Bidder might otherwise prefer to perform these services with its own forces. The OEO may consider for approval a joint venture arrangement between Bidder and a M/W/DSBE for performance of the contract. Any such joint venture arrangements must identify the M/W/DSBE’s division of work and its share in risk and profits; these arrangements shall be memorialized in writing and are subject to the OEO’s approval.
- Evidence that Respondent has provided interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner and to assist them in responding to a solicitation.
- Efforts to assist interested M/W/DSBEs in obtaining any necessary licensure, obtaining lines of credit, manufacturer training, and access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the services.
- Efforts made to negotiate in good faith with interested M/W/DSBEs. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm’s price and capabilities as well as the objectives of the City’s Antidiscrimination Policy into consideration.
- Efforts to provide an appropriate balance of both certified MBEs, WBEs and DSBEs in the project.

A. Solicitation for Participation and Commitment.

1. The Solicitation For Participation and Commitment Form (“S & C Form”) shall contain:
 - The company name, address, contact name, telephone number, fax number and OEO certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from

this solicitation. If Bidder receives unsolicited quotations from a MBE(s), WBE(s) or DSBEs or if Bidder makes solicitations of MBE(s), WBE(s) or DSBEs but receives no quotations, these MBE(s), WBE(s) or DSBEs must also be identified on the S & C Form.

- A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBE. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the Bidder. Bidders should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom the Bidder has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Bidder must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBE), a detailed description of the services, and dollar amount of the subcontracted services.
- The dollar amount and percentage of commitment made reflected by the quotation provided to the Bidder by each identified MBE, WBE and/or DSBE.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBE.

Upon completion of the **S & C Form(s)**, Bidder should indicate at the bottom of each form the total percentage commitment made to the type of business.

B. Documentation of Good Faith Efforts

1. Bidder must document its Good Faith Efforts by submitting a brief narrative, on its company's letterhead, documenting all of Bidder's efforts made to solicit M/W/DSBE participation in the contract. The narrative shall contain and discuss, at a minimum, the following:
 - If no commitment resulted from Bidder's solicitation(s), please explain what good faith efforts were made and why they were unsuccessful. Explain what type of service or supply effort Bidder made solicitations for.
 - Did Bidder attempt to negotiate price and scope with any interested MIW/DSBEs (please be specific, attaching any dated price quotations and correspondence)?

- Did Bidder offer any business assistance to M/W/DSBEs (e.g., introduction to manufacturer, helped provide access to line of credit, etc.)?
- Were efforts made to provide to MIW/DSBEs information about the scope of work required?
- Is Bidder awarding/subcontracting any work or supply effort in connection with the contract to a non-M/W/DSBE? If so, please explain why. Identify the name of the awarded firm(s), provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

C. Evaluation of Good Faith Efforts

OEO will review Bidder's submission and any other evidence OEO deems relevant to its evaluation to determine whether Bidder made adequate good faith efforts to include MIW/DSBEs in contracting opportunities associated with the contract. OEO will make a recommendation to the Department Head or his/her designee. If the Department Head, after review of the OEO's recommendation and supporting documentation, concurs that Bidder did not make good faith efforts, Bidder will be deemed not responsible and its bid rejected.

GENERAL PROVISIONS

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the OEO in accordance with Executive Order 02-05 in order to receive consideration towards Bidder's Good Faith Efforts.
2. M/W/DSBE subcontractor(s) must perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this bid). The distinct element is worthy of the dollar amount of the subcontract value 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 the S & C Form that the work described on the form does not constitute a CAF, the participation will not be considered in the evaluation of the Bidder's good faith efforts.
3. Listing of a M/W/DSBE as a subcontractor on the S & C Form, constitutes a representation by Bidder, that such M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Bidder has made a binding commitment with the firm prior to the submission of the S & C Form. This listing

is also a representation by Bidder that if awarded the contract, Bidder will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the S & C Form, unless the City alters the scope of services prior to the commencement of the contract. MIW/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met:
 - The MBE, WBE or DSBE partner(s) must be certified by the OEO;
 - The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
 - The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, 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 interests, contributes working capital and other resources, etc).

If Bidder has entered into a joint venture arrangement, the joint venture partners must complete and submit a “Joint Venture Eligibility Information Form” (available at the OEO Office). This form should be submitted with the bid and the form will be reviewed by the OEO for approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the OEO, the arrangement will not be considered in the evaluation of the Bidder’s good faith efforts.

5. In calculating the percentage of participation by a M/W/DSBE, Bidder shall apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.
6. 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, MBE and DSBE or WBE and DSBE), will only be credited in one category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBE) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBE, is submitted for consideration.
7. Certification of a business by the OEO shall not be a representation of the firm’s financial or technical ability to perform specified work. The City reserves the

- right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Bidder or award of the contract.
8. If Bidder is a certified M/W/DSBE submitting a bid as a prime, Bidder must still respond to the OEO requirements specified in this bid and demonstrate its Good Faith Efforts.
 9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.
 - a) Following contract award, the successful Bidder may, under appropriate circumstances and with the prior written approval of the OEO, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the OEO in writing with appropriate justification.
 - b) The OEO may from time to time request revised form(s) or other documentation from the successful Bidder to ensure satisfaction of Bidder's commitments.
 10. In the event the scope of the successful Bidder's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Bidder to maintain the participation levels committed to on the increased scope of its contract.
 11. The successful Bidder agrees to cooperate with the OEO in its compliance monitoring efforts and to submit, within the time limits prescribed by the OEO, all documentation which may be requested by the OEO, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Bidder for a period of three (3) years following acceptance of final payment under the contract. The successful Bidder also agrees to submit reports and other documentation to the OEO, including reports through IMPACT, the City's electronic payment verification system, as deemed necessary by the OEO to ascertain the successful Bidder's fulfillment of its M/W/DSBE participation commitments.
 12. It is understood and agreed that the successful Bidder's compliance with the requirements for M/W/DSBE participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Neighborhood and Business Services or his designee determines that the successful Bidder hereunder has failed to comply with the requirements for M/W/DSBE participation, 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 which shall be deemed cumulative and concurrent:

- a) Terminate the contract, in whole or in part.
- b) Suspend the successful Bidder from proposing on and/or participating in any future City contracts for a period of up to three (3) years.
- c) Recover as liquidated damages, an amount equal to one percent of the total dollar amount of the Concession fee for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBE commitment.

Should you have any questions related to the Contract Provisions, please contact Julie Simmons of the OEO staff at (215) 686-6390 or fax (215) 686- 3878.

Attachment 3: Solicitation for Participation and Commitment form

ATTACHMENT 3

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises</i>				COMMERCE DEPARTMENT <i>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</i>					
Bid Number		Name of Bidder		Date of Bid Opening					
List below ALL MBE/WBE/DSBEs 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	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			

(Rev. 11/2008/jss)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.

² Failure to give reason for no commitment may result in rejection of your bid.

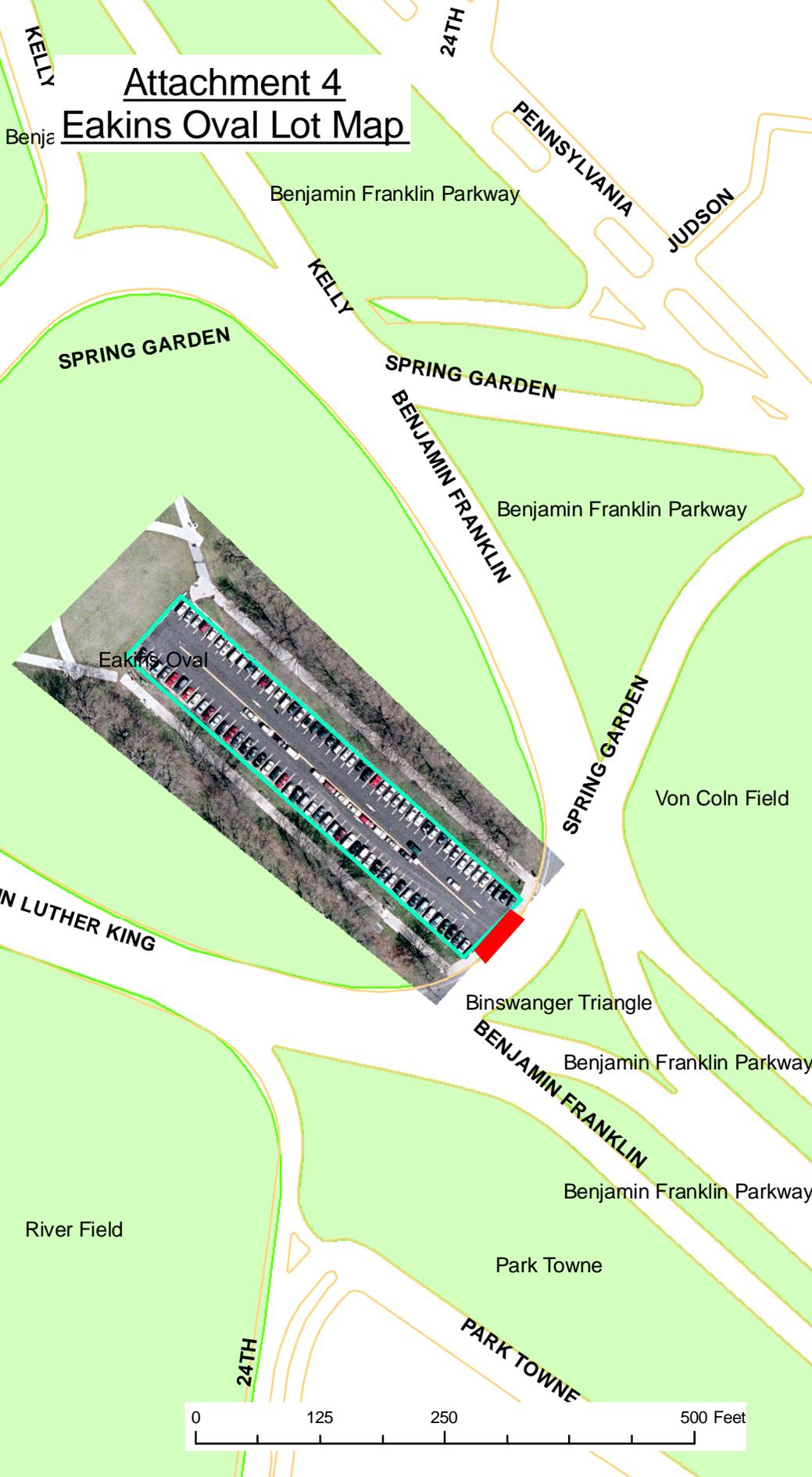
ATTACHMENT 4

EAKINS OVAL LOT MAP



Art Museum

Attachment 4 Eakins Oval Lot Map



Eakins Oval

SPRING GARDEN

SPRING GARDEN

BENJAMIN FRANKLIN

SPRING GARDEN

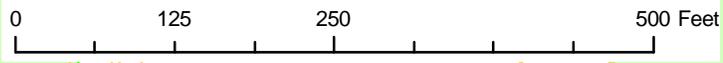
MARTIN LUTHER KING

BENJAMIN FRANKLIN

PARK TOWNE

Legend

- Entrance
- Parking



ATTACHMENT 5

EAKINS OVAL LOT SPECIAL EVENTS LIST

- Philadelphia Marathon
- Philadelphia International Championship Bike race
- Thanksgiving Day Parade
- St. Patrick's Day Parade
- Walk Against Hunger
- Walk America – March for Babies
- Race for the Cure
- Run for Your Life
- Sunoco Welcome America
- Step Out to Fight Diabetes
- AIDS Walk Philly
- Philadelphia Marathon & 8K Run

ATTACHMENT 6

EAST PARK REGATTA PARKING MAP



Attachment 6 East Park Regatta Parking Map



Mt. Pleasant Mansion

Edgely Field

Diamond Field

East Park

MOUNT PLEASANT
FOUNTAIN GREEN

KELLY

West Park

ZOOLOGICAL
Philadelphia Zoo

Legend

- Parking
- Detour



ATTACHMENT 7

FDR PARKING MAP



Attachment 7 FDR Parking Map

Marconi Plaza



Legend

- Parking
- Entrance

0 700 1,400 2,800 Feet

ATTACHMENT 8

DATA FOR PARKING OPERATIONS

Data for the **Eakins Oval Parking Lot:**

Feb-08	3198	\$7.00	\$22,386.00
Mar-08	2501	\$7.00	\$17,507.00
Apr-08	4098	\$7.00	\$28,686.00
May-08	3003	\$7.00	\$21,021.00
Jun-08	2605	\$7.00	\$18,235.00
Jul-08	1520	\$7.00	\$10,640.00
Aug-08	3744	\$7.00	\$26,208.00
Sep-08	1710	\$7.00	\$11,970.00
Sep-08	1200	\$8.00	\$9,600.00
Oct-08	1113	\$8.00	\$8,904.00
Nov-08	1607	\$8.00	\$12,856.00
Dec-08	1123	\$8.00	\$8,984.00

Totals	30102		\$215,757.00
---------------	--------------	--	---------------------

\$43,151.40

\$172,605.60

Jan-07	1236	\$7.00	\$8,652.00
Feb-07	1806	\$7.00	\$12,642.00

Data for the **East Park Regatta Parking:**

Manny Flick Regatta Parking 4/13/2008	446	\$8.00	\$3,568.00
Manny Flick Regatta Parking 4/20/2008	406	\$8.00	\$3,248.00
Manny Flick Regatta Parking 5/4/2008	763	\$8.00	\$6,104.00
Dad Vail Regatta Parking 5/10/2008-5/11/2008	1741	\$10.00	\$17,410.00
Stotesbury Regatta Parking 5/16/2008-5/17/2008	2463	\$10.00	\$24,630.00
Dragon Boat Regatta Parking 10/4/2008	1319	\$10.00	\$13,190.00
Dragon Boat Regatta Parking 10/25/2008	421	\$10.00	\$4,210.00

Totals	7921		\$75,256.00
---------------	-------------	--	--------------------

\$15,051.20

\$60,204.80

Data for Eagles Parking at **FDR Park:**

Season

Average Number of Cars

Parking Rates

2004	945	\$20.00
2005	733	\$20.00
2006	1090	\$20.00
2007	771	\$25.00
2008	732	\$25.00

ATTACHMENT 9

REPORTING FORMS FOR PARKING OPERATIONS

**FDR PARK PARKING
MANAGERS REPORT**

EVENT: _____

DATE: _____

PARKING TICKET TRACING:

TICKETS ISSUED: _____	TICKET COLOR: _____
CLOSING NUMBER: _____	CLOSING NUMBER: <u>0</u>
OPENING NUMBER: _____	OPENING NUMBER: <u>0</u>
TICKETS ISSUED: <u>0</u>	TICKETS ISSUED: <u>0</u>

TOTAL TICKETS ISSUED:

0

REVENUE AUDIT :

TOTAL TICKETS ISSUED: _____			
TOTAL TICKETS RETURNED: _____		MONEY DUE	
TOTAL TICKETS SOLD: _____	RATE		
	x \$	= \$ -	
TOTAL REVENUE TURNED IN:		<table border="1"><tr><td>\$ -</td></tr></table>	\$ -
\$ -			
PHILADELPHIA PARKING TAX 20%		<u>\$ -</u>	
AFTER TAX PARKING REVENUE		\$ -	
MANAGEMENT FEE			
BALANCE DUE FAIRMOUNT PARK		<table border="1"><tr><td>\$ -</td></tr></table>	\$ -
\$ -			
MANAGER'S SIGNATURE: _____			

FDR PARK PARKING
MANAGERS REPORT

DATE: _____

MANAGER _____

TICKET TRACKING

TICKET COLOR _____

LOCATION 15TH STREET GATE

BK# CASHIER _____ BK#

CASHIER _____

CLOSING # _____

CLOSING # _____

OPENING # _____

OPENING # _____

TOTAL USED _____ 0 X \$25

TOTAL USED _____ 0 X \$25

LOCATION: 20TH STREET GATE

CASHIER _____

CASHIER _____

CLOSING # _____

CLOSING # _____

OPENING # _____

OPENING # _____

TOTAL USED _____ 0 X \$25

TOTAL USED _____ 0 X \$25

LOCATION: TERMINAL GATE

CASHIER _____

CASHIER _____

CLOSING # _____

CLOSING # _____

OPENING # _____

OPENING # _____

TOTAL USED _____ 0 X \$25

TOTAL USED _____ 0 X \$25

CASHIER _____

CASHIER _____

CLOSING # _____

CLOSING # _____

OPENING # _____

OPENING # _____

TOTAL USED _____ 0 X \$25

TOTAL USED _____ 0 X \$25

TOTAL TICKETS SOLD _____ X \$25

CHARGE TICKETS ISSUED
NO CHARGE TICKETS ISSUED

MANAGER'S SIGNATURE: _____

FDR PARK PARKING
MANAGERS REPORT

DATE

TICKET TRACKING- NO PAY CUSTOMERS

TICKET COLOR _____

TERMINAL

15TH STREET

SUPERVISOR _____

SUPERVISOR _____

CLOSING # _____

CLOSING # _____

OPENING # _____

OPENING # _____

TOTAL USED 0

TOTAL USED 0

20TH STREET

20TH STREET

SUPERVISOR _____

CLOSING # _____

CLOSING # 0

OPENING # _____

OPENING # 0

TOTAL USED 0

TOTAL USED 0

TOTAL NO-PAY CUSTOMERS

MANAGER'S SIGNATURE: _____

REGATTA PARKING MANAGERS REPORT

EVENT: _____

DATE: _____

PARKING TICKET TRACING:

TICKETS ISSUED: _____	TICKET COLOR: _____
CLOSING NUMBER: _____	CLOSING NUMBER: <u>0</u>
OPENING NUMBER: _____	OPENING NUMBER: <u>0</u>
TICKETS ISSUED: <u>0</u>	TICKETS ISSUED: <u>0</u>
TOTAL TICKETS ISSUED: 0	

REVENUE AUDIT :

TOTAL TICKETS ISSUED: <u>0</u>			
TOTAL TICKETS RETURNED: _____			MONEY DUE
TOTAL TICKETS SOLD: _____	RATE	=	\$ -
	x \$		
TOTAL REVENUE TURNED IN:			\$ -
PHILADELPHIA PARKING TAX 20%			\$ -
AFTER TAX PARKING REVENUE			\$ -
MANAGEMENT FEE			
BALANCE DUE FAIRMOUNT PARK			\$ -
MANAGER'S SIGNATURE: _____			

EAKINS OVAL LOT PARKING MANAGERS REPORT

EVENT: _____

DATE: _____

PARKING TICKET TRACING:

TICKETS ISSUED: _____	TICKET COLOR: _____
CLOSING NUMBER: _____	CLOSING NUMBER: <u>0</u>
OPENING NUMBER: _____	OPENING NUMBER: <u>0</u>
TICKETS ISSUED: <u>0</u>	TICKETS ISSUED: <u>0</u>
TOTAL TICKETS ISSUED: 0	

REVENUE AUDIT :

TOTAL TICKETS ISSUED: <u>0</u>			
TOTAL TICKETS RETURNED: _____			MONEY DUE
TOTAL TICKETS SOLD: _____	RATE	=	\$ -
	x \$		
TOTAL REVENUE TURNED IN:			\$ -
PHILADELPHIA PARKING TAX 20%			<u>\$ -</u>
AFTER TAX PARKING REVENUE			\$ -
MANAGEMENT FEE			
BALANCE DUE FAIRMOUNT PARK			\$ -
MANAGER'S SIGNATURE: _____			

ATTACHMENT 10

QUALIFICATION FORM

(BIDDERS MUST FURNISH THE FOLLOWING INFORMATION)

1. BUSINESS STRUCTURE

Name:

(Corporation – Partnership – Individual – Trade Name)

Address of Principal Office: _____

City: _____ State: _____ Zip Code: _____

Fed EIN or Social Security Number: _____

Telephone Number _____

Fax Number _____

E-mail Address _____

1.1 If the Bidder is a partnership, joint venture, please provide the following information:

Date of Organization: _____

Partnership/Joint Venture Recorded? Yes () No ()

Date: _____ Book: _____ Page: _____ County: _____ State: _____

Name, address and ownership share of each partner/joint venturer:

<u>Name</u>	<u>Address</u>	<u>%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.2 If Corporation, are you authorized to do business in Pennsylvania?

Yes () No ()

1.3 If so, insert brief summary of previous experience:

2. FINANCIAL INFORMATION

2.1 Bidder must attach evidence of financial capacity and stability; accountant prepared financial statements that are in accordance with generally accepted accounting principles, and a federal tax return for the most recently completed fiscal year. Provide bank reference(s) and loans or lines of credit and dates that such accounts were established. By submitting financial information the Bidder is providing authority to Fairmount Park to contact the financial institutions related to such information.

2.2 The Bidder will provide herewith the following list of at least three (3) persons or companies with whom the Bidder has conducted significant financial transactions during the past two (2) years or more and who may be contacted by the City:

Reference Number 1

Name: _____ Title: _____

Company: _____ Fax: _____

Address: _____ City: _____ State: _____

Telephone: _____ E Mail: _____

Reference Number 2

Name: _____ Title: _____

Company: _____ Fax: _____

Address: _____ City: _____ State: _____

Telephone: _____ E Mail: _____

Reference Number 3

Name: _____ Title: _____

Company: _____ Fax: _____

Address: _____ City: _____ State: _____

Telephone: _____ E Mail: _____

2.3 The Bidder's Bank References:

Name:

Address:

1) _____

2) _____

3) _____