

APPENDIX 1

JFK PLAZA PHOTOS

Love Statue



Welcome Center



View of City Hall from JFK Plaza

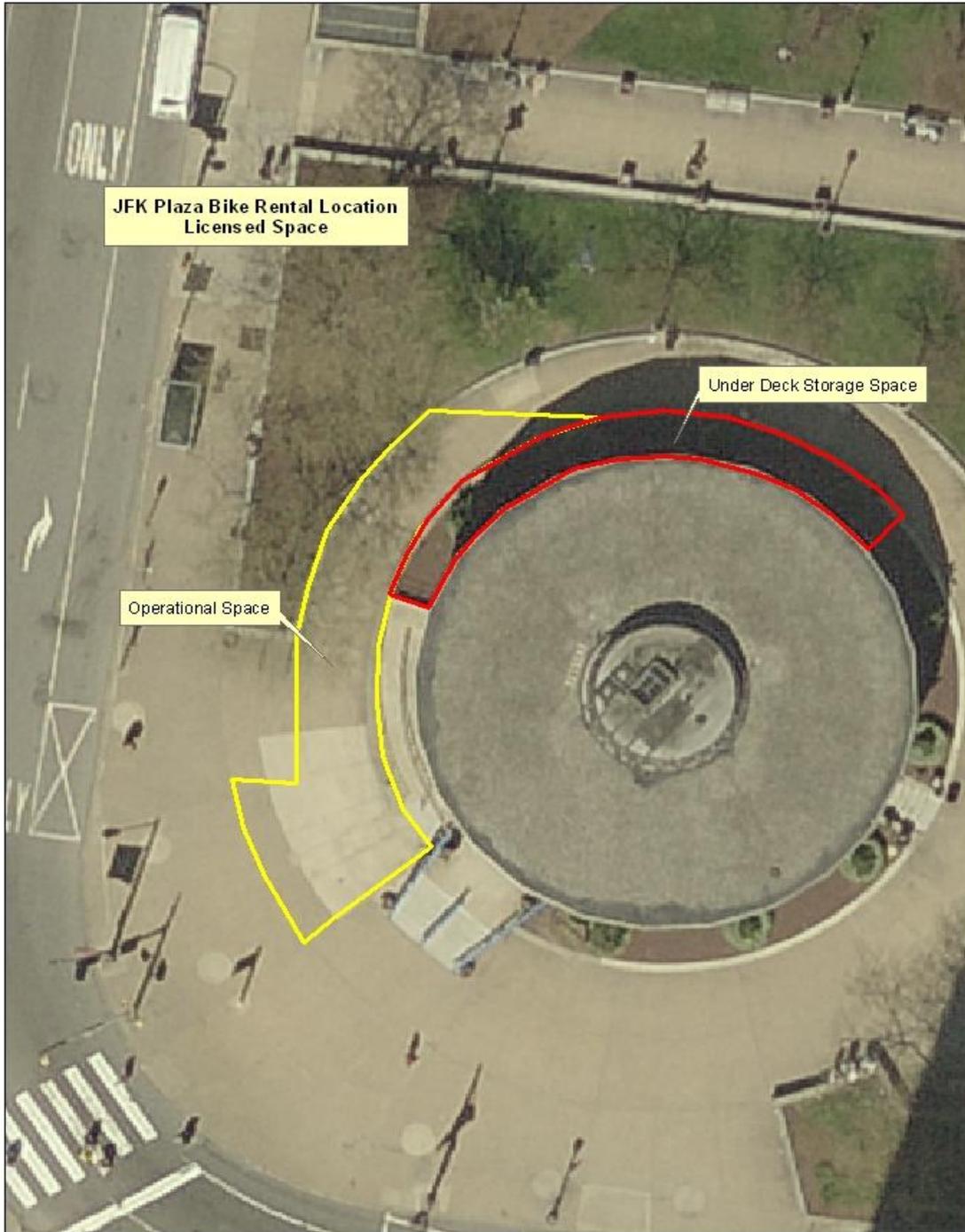


View of the Philadelphia Art Museum from JFK Plaza



**APPENDIX 2**

**LICENSED SPACE – JFK PLAZA**



**APPENDIX 3**

**THREE PARKWAY PLAZA PHOTOS**

View Looking West



View Looking Northwest



View Looking East



View Looking South



APPENDIX 4

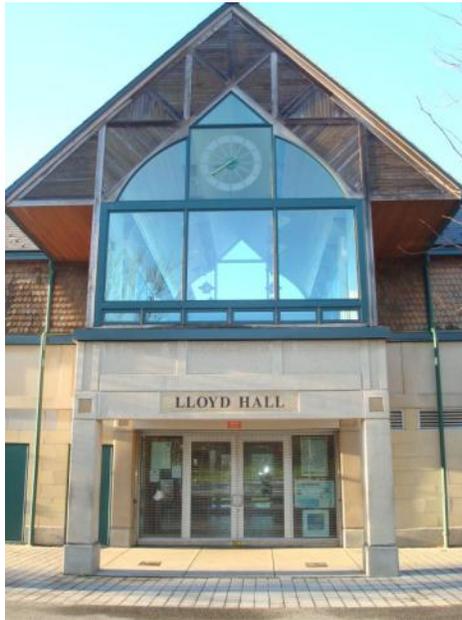
LICENSED SPACE – THREE PARKWAY PLAZA



**APPENDIX 5**

**LLOYD HALL PHOTOS**

Lloyd Hall Main Entrance



Lloyd Hall Outdoor Café Dining Area – Western Side



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



Previous Operator's Bike Rental Station



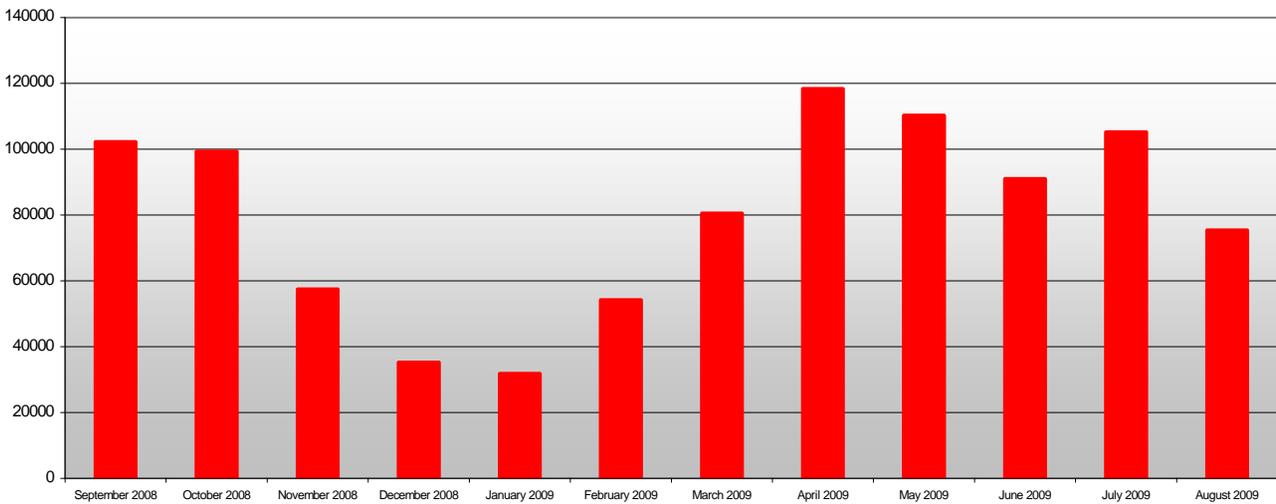
## APPENDIX 6

### ACTIVITY LEVELS AT KELLY DRIVE & ART MUSEUM AREA

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

**TRAFx REPORT:**

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



**Hourly Average**

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

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

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

<sup>1</sup> A gap in the data collection prevented the City from providing a 2010 year round snapshot of activity levels on the Trail.

**APPENDIX 7**

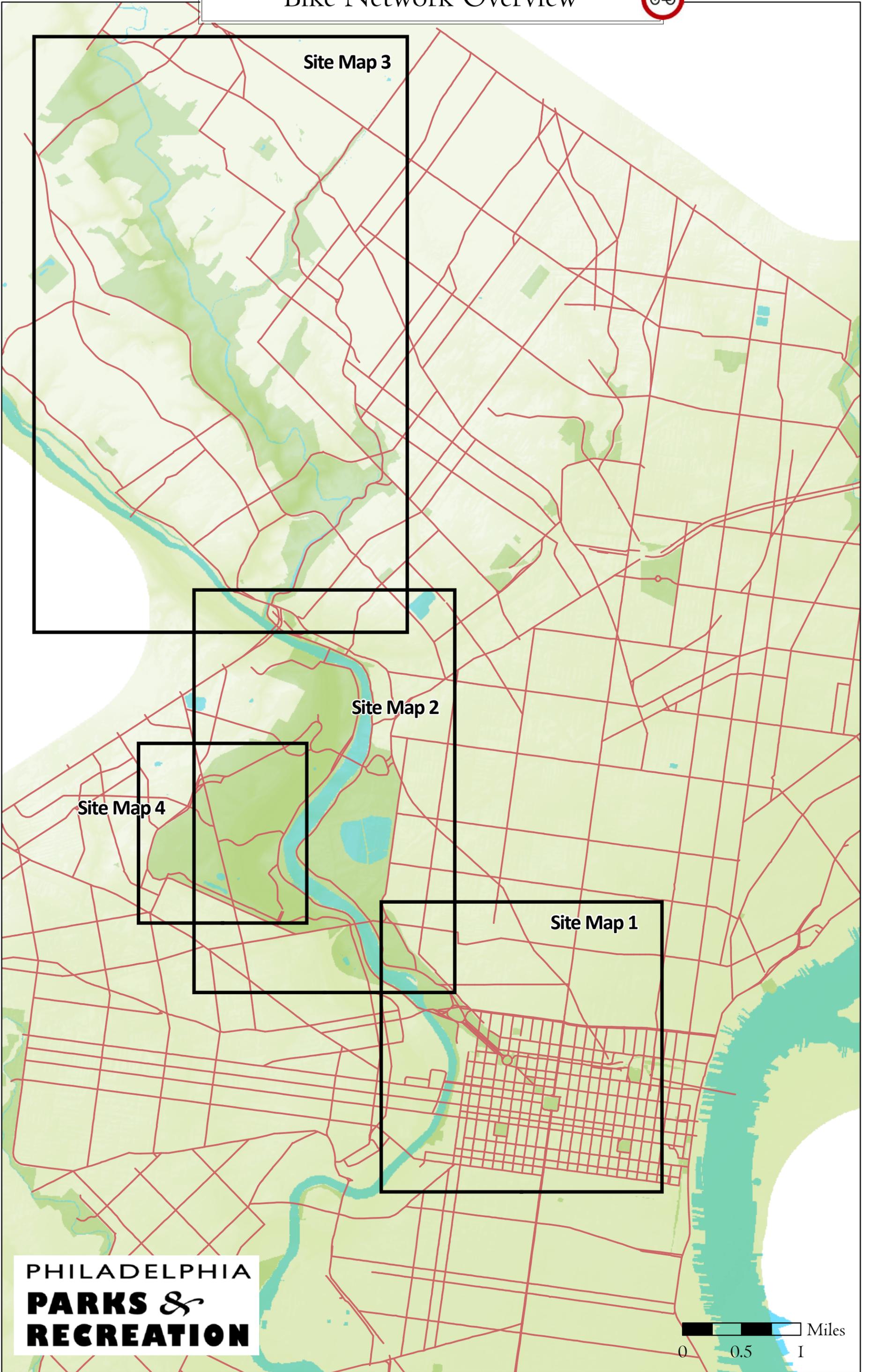
**LICENSED PREMISE – LLOYD HALL**



**APPENDIX 8**

**BICYCLE NETWORK INFRASTRUCTURE IN THE FAIRMOUNT PARK SYSTEM**

# Bike Network Overview



Site Map 3

Site Map 2

Site Map 4

Site Map 1

**PHILADELPHIA**  
**PARKS & RECREATION**



# Site I: Center City



Café or Eatery

Restrooms

Parking

Trails

Major Roads

Minor Roads

Fairmount Park



**PHILADELPHIA  
PARKS &  
RECREATION**

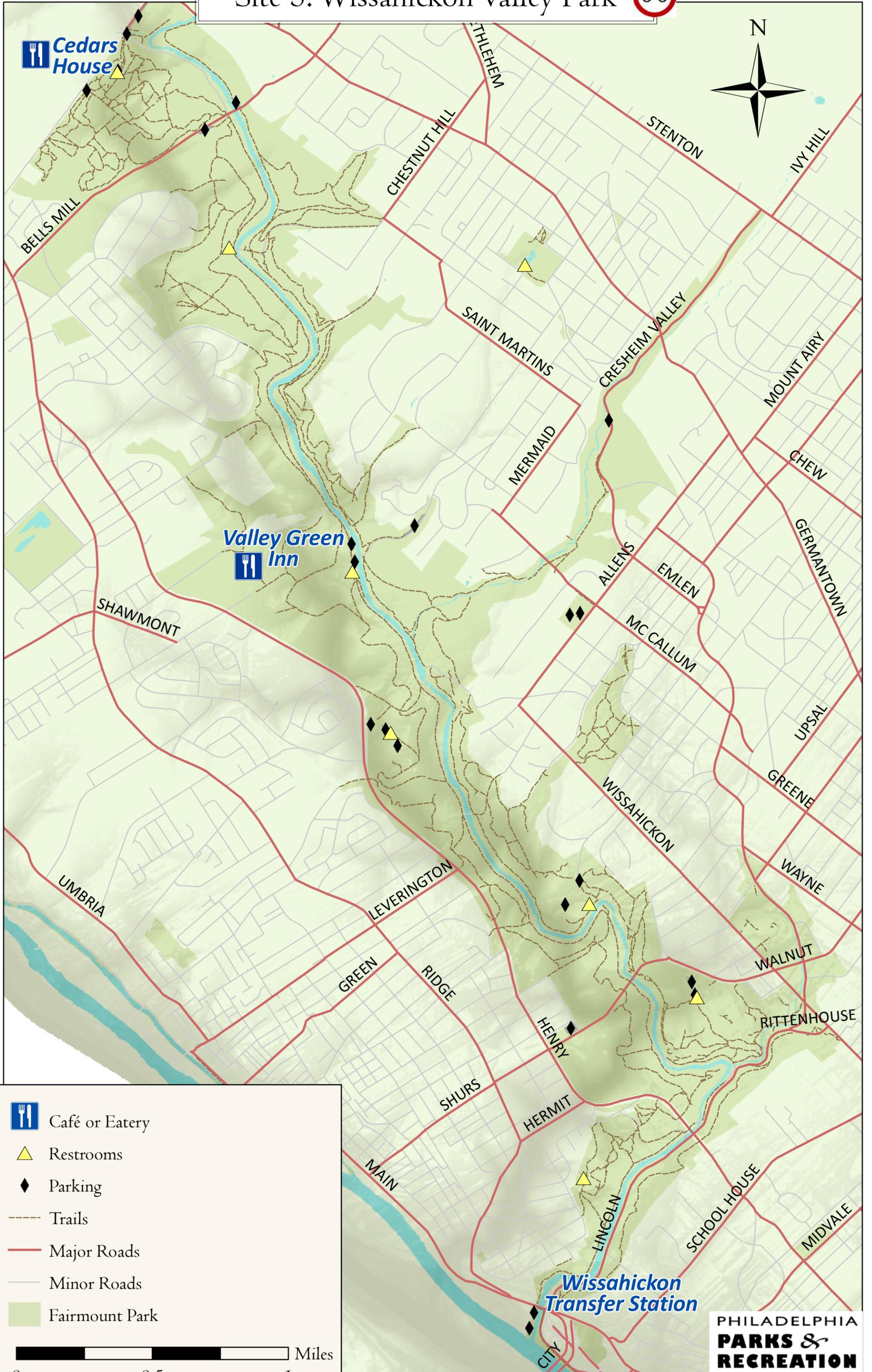
# Site 2: Fairmount Park



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

0 0.25 0.5 Miles

# Site 3: Wissahickon Valley Park



- Café or Eatery
- Restrooms
- Parking
- Trails
- Major Roads
- Minor Roads
- Fairmount Park

0 0.5 1 Miles

PHILADELPHIA  
**PARKS &  
RECREATION**

# Site 4: Centennial District



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



## APPENDIX 9

### INDEMNIFICATION, RELEASE AND INSURANCE

- A. The Concessionaire shall procure and maintain, at its sole cost and expense, insurance covering its employees, invitees and the Licensed Premises arising out of its operations, in the types and minimum limits of coverage specified below throughout the term of the Concession Agreement. All insurance shall be procured from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. All insurance herein, shall be written on an “occurrence” basis and not a “claims-made” basis.
1. Workers' Compensation and Employers' Liability
    - (a) Workers Compensation – Statutory Limits;
    - (b) Employers Liability:
      - \$100,000 Each Accident - Bodily Injury by Accident;
      - \$100,000 Each Employee - Bodily Injury by Disease;
      - \$500,000 Policy limit - Bodily Injury by Disease;
    - (c) Other states endorsement including Pennsylvania.
  2. Commercial General Liability Insurance
    - (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate.
    - (b) Coverage: Licensed Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations) liability.
  3. Commercial Automobile Liability Insurance
    - (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability;

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

4. Umbrella Liability Insurance at limits totaling \$2,000,000 per occurrence when combined with insurance required under (1), (2) and (3) above.
  5. Fidelity Bond. Concessionaire shall, at its sole cost and expense obtain and maintain during the initial Term and any Renewal Term(s) of the Concession Agreement, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Concession Agreement, covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under the Concession Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Concession Agreement. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to Commencement Date.
- B. The City of Philadelphia, its officers, employees and agents, shall be named as additional insureds on all policies required hereunder except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds are primary to any other coverage available to them.
- C. Certificates of insurance evidencing the required coverage shall be submitted to The City of Philadelphia, Park Concessions Manager, Philadelphia Parks and Recreation, with a copy to the City of Philadelphia, Risk Manager, One Parkway, 1515 Arch Street, 14<sup>th</sup> Floor, Philadelphia, PA 19102, upon execution of the Concession Agreement. Concessionaire shall cause its insurance company to submit to the City of Philadelphia Risk Manager endorsements evidencing the coverage required in this **Appendix 9** within thirty (30) days from the date of submitting the certificates of insurance. Upon written request by the City, Concessionaire shall, within ten (10) days, furnish certified copies of the original policies of all insurance required under the Concession Agreement.
- D. The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in the Concession Agreement by the Concessionaire to the City or to limit the Concessionaire's liability under the Concession Agreement to the limits of the policy(ies) of insurance required to be maintained by Concessionaire under the Concession Agreement.

- E. All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the City in the event the coverage is materially changed, canceled or non-renewed. At least ten (10) business days prior to the expiration of each policy, Concessionaire shall deliver to the City, a certificate of insurance evidencing the replacement policy(ies) to become effective immediately upon the termination of the previous policy(ies). Concessionaire shall, in no event, permit any lapse in the insurance coverage required under the Concession Agreement, and replacement coverage meeting the requirements of this **Appendix 9** shall be in effect prior to the expiration of the policy period.
- F. In the event Concessionaire fails to maintain such insurance, the City shall not be limited in the proof of any damages which the City may claim against Concessionaire or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but the City shall also be entitled to recover damages for such breach, the uninsured amount of any loss, damages and expenses of suit and costs, including without limitation, reasonable collection fees, suffered or incurred during any period when Concessionaire shall have failed or neglected to provide the insurance as required herein.
- G. From time to time, and in any event not more frequently than once every year, the City may, upon thirty (30) days notice to Concessionaire, reasonably adjust the amounts, types and deductibles of the insurance coverage required hereunder.
- H. Concessionaire releases the City from any and all claims for damage, loss or compensation, including, but not limited to, claims for interruption of business, or loss of profits, arising from the damage or destruction of the Premises by fire, flood or other casualty, whether or not such casualty was insured or insurable.
- I. Concessionaire shall cause each policy of insurance required under this **Appendix 9**, excepting Workers Compensation policies, to include a provision for a waiver of subrogation in favor of the City.
- J. From time to time, but not more than once each year, the City may, in its reasonable discretion, require the Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Concessionaire is obligated to obtain and maintain under this **Appendix 9**.

**APPENDIX 10**

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

---

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

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

---

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

The purpose of the Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, “**NOCO**”).<sup>1</sup>

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

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

---

<sup>1</sup> The term “Notice of Contracting Opportunity,” shortened to the acronym “NOCO,” refers to the City’s contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

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

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

#### **A. M/W/DSBE PARTICIPATION**

1. Only firms that are certified by an approved certifying agency<sup>2</sup> or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If Respondent or Respondent’s subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the Respondent’s proposal.

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

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

---

<sup>2</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO).

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

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

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

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

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

## **B. RESPONSIVENESS**

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

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

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

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

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

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

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

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

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

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

### **C. RESPONSIBILITY**

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

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

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

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

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

#### **D. ACCESS TO INFORMATION**

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

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

#### **E. RECORDS AND REPORTS**

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

## **F. REMEDIES**

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

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful Respondent from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

---

***Should you have any questions related to the Contract Provisions, please contact Rashid Henry, OEO at (215) 683-2079 or [rashid.henry@phila.gov](mailto:rashid.henry@phila.gov).***

***Please See Form A: Solicitation for Participation and Commitment Form***

**APPENDIX11**

**SAMPLE QUARTERLY M/W/DSBE REPORT**

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

QUARTERLY PERIOD: \_\_\_\_\_ to \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

NAME OF  
CONCESSIONAIRE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FORM A**

**SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
**Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>**

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

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

**FORM B**

**CONCESSION FEE PROPOSAL FORM**

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

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

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

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

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

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

***Renewal Term (if applicable)***

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

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

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

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

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