



**REQUEST FOR PROPOSALS
RFP NO. C-102-20**

MANAGEMENT, OPERATIONS, AND EXPANSION
of
INDEGO BIKE SHARE
AS A CONCESSION PROGRAM

Issued By:

The City of Philadelphia
Managing Director's Office of Transportation, Infrastructure, and Sustainability
Michael Carroll, P.E.
Deputy Managing Director
And
Procurement Department
Monique Nesmith-Joyner, Commissioner

**PROPOSALS WILL BE RECEIVED ELECTRONICALLY UNTIL 4:00 PM PREVAILING LOCAL TIME ON
SEPTEMBER 20, 2019 THROUGH SOLICITATION C2006267 ON WWW.PHLCONTRACTS.PHILA.GOV
AND WILL BE OPENED BY THE PROCUREMENT DEPARTMENT AFTER THE PROPOSAL DUE DATE**

QUESTIONS IN ADVANCE FOR PRE-PROPOSAL MEETING ARE DUE AUGUST 9, 2019

RSVP FOR AN MANDATORY PRE-PROPOSAL MEETING BY AUGUST 9, 2019

**MANDATORY PRE-PROPOSAL MEETING:
AUGUST 14, 2019; 1:00 PM, LOCAL TIME
MUNICIPAL SERVICES BUILDING
1401 JFK BOULEVARD; 16th FLOOR, ROOM Y**

QUESTIONS REGARDING THIS OPPORTUNITY ARE DUE AUGUST 30, 2019

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Attachment 1	Concession Fee Proposal Form
Attachment 2	Tax & Regulatory Status & Clearance Statement
Attachment 3	Local Business Entity
Attachment 4	Instructions for Consent & Authorization Agreement
Attachment 5-A	O.E.O. Economic Opportunity Plan
Attachment 5-B	O.E.O. Solicitation & Commitment Form (Listed in the Attachments Tab of PHL Contracts)
Attachment 5-C	O.E.O. Non-Profit Diversity Report Form (If Applicable)
Attachment 6	Campaign Contribution Disclosure Form (Listed in the Attachments Tab of PHL Contracts)
Attachment 7	LGBTQ Applicant Opportunity Data Form (Listed in the Attachments Tab of PHL Contracts)
Attachment 8	Respondents Use of Subcontractors

APPENDICES (REFERENCE MATERIALS)

Appendix A	Selection Criteria
Appendix B	Insurance and Indemnification Requirements
Appendix C	Campaign Contribution Disclosure Instructions
Appendix D	Equipment Inventory
Appendix E	Existing System Information
Appendix F	City Advertising Policy
Appendix G	City User Data Policy

COMMON DEFINITIONS

Base User Fee Schedule: The schedule of user fees that includes proposed pricing, fee structure, membership options, and user restrictions. The City and Concessionaire will define the Base User Fee Schedule at signing.

BBSP: Better Bike Share Partnership. www.betterbikeshare.org

Best Value: The award of contracts for Concessions using competitive selection criteria in addition to the amount of revenue to be received by the City from a Concessionaire.

City: City of Philadelphia

Concession: The sale of products or the rendition of services for consideration on or using City property, if not otherwise authorized under a lease, sublease, or other legal arrangement with the City. Concession does not include the sale of products or rendition of services by the City.

Concession Fee: A concession fee is revenue to be received by the City from the Concessionaire which may include the dollar amount of capital improvements, repairs, replacements to equipment, and in-kind services. In this document that fee shall be in exchange for the exclusive right to operate the Indego Bike Share program for the duration of the Concession Agreement.

Concessionaire: The selected Respondent to this RFP who enters a Concession Agreement with the City of Philadelphia.

Deployed Bicycles: Any bicycle that is not under the possession of Concessionaire staff, including bicycles available for rent, bicycles in active use, or bicycles that are disabled for any reason.

EOP: Economic Opportunity Plan as may be required by Chapter 17-1600 of the Code.

Equipment: All capital assets associated with the bike share system, including (but not limited to), bike share station infrastructure (e.g. stations, kiosks, docks, solar arrays) and bicycles.

Indego: The Indego bike share program.

O.E.O.: The Office of Economic Opportunity or another office designated by the Mayor for review and compliance with the City requirements for diversity and inclusion.

PHL Contracts: The online system for public notification of contract opportunities and the award of contracts and the solicitation of proposals and bids, including any successor system(s) or as designated by the Procurement Commissioner.

Station: The designated location where bicycles are retrieved or dropped-off by users. The station includes (but is not limited to) docks, mechanical equipment, electrical systems, kiosks, and other components that are part of the station assembly.

Respondent: Any entity that submits a response to this RFP

Working Order: The condition of bike share equipment is performing as intended by the manufacturer and the definitions outlined in this RFP.

SCHEDULE SUMMARY

Posting of RFP	Tuesday, July 23, 2019
Deadline for Questions in Advance for Pre-Proposal Meeting and RSVP Date for Pre-Proposal Meeting	Friday, August 9, 2019 5:00 pm
Mandatory Pre-Proposal Meeting	Wednesday, August 14, 2019 1:00 pm Municipal Services Building 16 th Floor, Conference Room Y
Final Deadline for Questions Regarding RFP	Friday, August 30, 2019 5:00 pm
Proposal Due Date	Friday, September 20, 2019 4:00 PM
Tentative Respondent Interview Dates	The week of November 18 th
Negotiations	Late 2019 & Early 2020
Council Process	Late Spring 2020
Anticipated Commencement of Agreement	January 2021

1 INTRODUCTION AND GENERAL INFORMATION

1.1 Solicitation

1.1.1 Notice of Contract Opportunity

Notice of Contract Opportunity: The City of Philadelphia (the "City"), owner of the Indego Bike Share Program ("Indego") is soliciting proposals from experienced firms, with the intention of choosing the most qualified firm offering the "Best Value" in accordance with § 8-200 and § 8-201 of the Philadelphia Home Rule Charter and accompanying Regulations for the:

Management, Operations, and Expansion of Indego Bike Share as a Concession Program

Terms not otherwise defined in this Request for Proposals shall have the meanings set forth in the Regulations Governing Concessions Other Than by Awarding of Contracts to the Highest Responsible Bidder, promulgated by the City's Procurement Department effective February 2, 2018.

1.1.2 Contract Oversight

The Managing Director's Office of Transportation, Infrastructure, and Sustainability (OTIS) and the Managing Director or his designee will be responsible for oversight of the Program resulting from this solicitation.

1.1.3 RFP Point-of-Contact

Any questions regarding this Request for Proposals, including all Attachments and any written amendment(s) issued by the City are collectively referred to herein as (the "RFP"), may be submitted in writing via email to the **City's Primary Contact for the RFP:**

Aaron Ritz
Transportation Programs Manager
Managing Director's Office of Transportation, Infrastructure, and Sustainability
OTIS@Phila.gov

1.2 Contents of this RFP

1.2.1 Response to Inquiries/Questions

Official responses of the City to inquiries regarding this RFP shall be issued by the City in writing as amendment(s), and only such written responses shall be binding on the City as modifications to this RFP.

1.2.2 RFP Purpose

This RFP outlines the City's objectives, describes the general characteristics of the contract opportunity and outlines the principal elements of the proposed business arrangement.

1.2.3 RFP Contents, Amendments, and Website

The RFP for this solicitation consists of the following, and any official written amendment issued by the City, which will be posted on www.PHLContracts.phila.gov:

- The RFP
- Attachments (Items Requiring Action)
 - Attachment 1 – Concession Fee Proposal Form
 - Attachment 2 – Tax & Regulatory Status & Clearance Statement
 - Attachment 3 – Local Business Entity
 - Attachment 4 – Instructions for Consent & Authorization Form
 - Attachment 5-A – O.E.O. Economic Opportunity Plan
 - Attachment 5-B – O.E.O. Participation and Workforce Commitments Form
 - Attachment 5-C – O.E.O. Non-Profit Diversity Report Form (If Applicable)
 - Attachment 6 – Campaign Contributions Disclosure Form
 - Attachment 7 – LGBTQ Applicant Opportunity Data Form
 - Attachment 8 – Respondents Use of Subcontractors
- Appendices (Reference Materials)
 - Appendix A – Selection Criteria
 - Appendix B – Insurance and Indemnification Requirements
 - Appendix C – Campaign Contribution Disclosure Instructions
 - Appendix D – Equipment Inventory
 - Appendix E – Existing System Information

1.2.4 Disclaimer

The Respondent shall carefully examine the terms of this RFP and shall investigate and inspect the relevant information herein and otherwise publicly available. The Respondent shall judge for itself all of the circumstances and conditions affecting its Proposal. The City will endeavor to present accurate information, but Respondents are advised to independently investigate and verify the accuracy of any information received.

1.3 Proposal Submission Deadline

Notice is hereby given that the City's Procurement Commissioner will receive proposals on or before **September 20, 2019, at 4:00 PM Eastern Daylight Time** submitted electronically through solicitation B2006267 on www.PHLContracts.phila.gov, in accordance with **Section 4.5** herein.

Respondents who fail to submit complete proposals prior to the above submission date and time may not be considered for this contract opportunity. The City will only accept proposals in www.PHLContracts.phila.gov and will not accept proposals by mail, facsimile, email, or by any other method.

1.4 Mandatory Pre-Proposal Meeting

1.4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on the date and time, and at the location stated on the cover page of this RFP. The purpose of the Mandatory Pre-Proposal meeting is to review the requirements contained in this RFP and receive questions that potential Respondents may have.

Potential Respondents are encouraged to RSVP to the Project Manager listed in **Section 1.1.3** of this RFP regarding their attendance at the Pre-Proposal Meeting. Please allow yourself sufficient time to sign-in for the meeting. The attendees list will be made available as an amendment following the Pre-Proposal Meeting.

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP process and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent that does not attend the Pre-Proposal Meeting, but may, in its sole discretion, consider such a Proposal if the Respondent properly submitted an RSVP and the City determines that the Respondent's failure to attend was caused by circumstances reasonably beyond the Respondent's control.

1.4.2 **Representatives of Respondent**

It is acceptable for Respondents to send a representative of the company. However, it is strongly advised that any representative of the Respondent be an employee who is capable of relaying all material information reviewed at the Pre-Proposal Meeting to the Respondent. Respondent is responsible for complying with all requirements and important information discussed in the Mandatory Pre-Proposal Meeting.

1.4.3 **Questions for Pre-Proposal Meeting**

Submit all questions for the Pre-Proposal Meeting to the City's Primary Contact specified in **Section 1.1.3** by email no later than 5:00 pm on August 9, 2019. The City will make every reasonable effort to address questions submitted in advance of this date at the Pre-Proposal Meeting.

If a change would occur to the Mandatory Pre-Proposal Meeting date/time or location, an amendment will be posted to the RFP Solicitation number on PHLContracts at: <http://www.PHLContracts.phila.gov>.

1.5 Questions Related to the RFP

The Final Deadline for Questions Regarding the RFP is August 30, 2019, at 5:00 PM. Oral communications from City personnel or other persons shall not be binding on the City and shall in no way modify the provisions of this RFP.

Questions concerning this RFP may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted in writing to the Primary Contact, by e-mail only, no later than the Deadline for Questions stated above. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received after the Deadline for Questions.

The City will respond to questions asked at the Pre-Proposal Meeting and/or properly submitted to the Primary Contact before the Deadline for Questions, and which the City in its sole discretion determines are a concern to a material element of the proposal process or the Form of Agreement. The City will provide its answers in writing by an amendment to this RFP prior to the Deadline for Submitting Proposals, and the City will post its answers on the following website: <http://www.PHLContracts.phila.gov>. Responses posted on the City's website become part of the RFP upon posting. The City reserves the right, in its sole discretion, to revise any of

its responses to questions after posting, by posting a modified response. No oral response to any Respondent's question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

The amendments issued by the City are the City's only official method for communicating information to all potential Respondents who provide contact information. Respondents will receive an email notification from PHLContracts when an amendment is posted to the solicitation. All amendments must be acknowledged through www.PHLContracts.phila.gov. If the Amendment is posted after a proposal has been submitted to this RFP, the Respondents may withdraw their original Proposal, reopen and resubmit an updated Proposal making any desired revision based on the Amendment so long as the updated Proposal is resubmitted prior to the Deadline for Submitting Proposals stated.

The City reserves the right to extend or postpone the date and time of the Deadline for Submitting Proposals by an amendment to this RFP.

1.6 Term of the Concession Agreement

The term of the concession agreement contemplated by this RFP shall be for a period of ten (10) years. For the purposes of this RFP, Respondents must submit a proposal for a ten (10) year initial term. However, Respondents have the option to propose an alternative term and/or additional renewal term(s). See **Section 4.3.7.1** for more information about responding to the Term of the Concession Agreement.

The full transition of all operating activities related to this RFP is anticipated to occur no later than January 2021.

1.7 Required Approval by Philadelphia City Council

Respondents are advised that the Concession Agreement resulting from this RFP will require the approval of Philadelphia City Council prior to execution. By submitting a proposal in response to this RFP, Respondents acknowledge their understanding and agree that any proposed contract with the selected Applicant will be (i) submitted to City Council in the form of a proposed ordinance; (ii) subject to the customary councilmanic process of public notice and hearing for the enactment of legislation by City Council; and (iii) may not result in a final, executed Concession Agreement unless the proposed Concession Agreement, and all terms and conditions contained therein, receives a majority vote in favor of the Concession Agreement.

1.8 Responses to this RFP

1.8.1 Responses

Responses to this RFP must be submitted in the form of Proposals in accordance with the instructions and requirements in this RFP as described in **Section 4**.

1.8.2 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and

agrees to accept and be bound by all terms and conditions set forth in this RFP.

1.8.3 Responsibility for Proposal Preparation Cost

The Respondent shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP.

1.8.4 Ownership of RFP Content

Any Proposal or other materials submitted, in response to this RFP, in any form, shall be the property of the City. As such, Proposals submitted to the City in response to this RFP will not be returned to any Respondent.

1.8.5 Respondent to this RFP

Respondents to this RFP are hereafter referred to as Respondents. The City intends to enter into negotiations for a written Concession Agreement with the Respondent who best meets the City's objectives and selection criteria set forth in this RFP. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the Concessionaire under the Concession Agreement. The Concession Agreement will give the Concessionaire the right to exercise the rights and perform the duties described in this RFP and Concession Agreement.

1.9 Duration of Proposals

In consideration of the City's evaluation of the Proposals, each Respondent agrees that its Proposal shall be a firm offer to the City for management, operations, and expansion of Indego Bike Share in the City in accordance with this RFP. The Proposal shall remain open for review and consideration by the City for a period of at least two hundred and forty (240) calendar days beginning with the Proposal Submission Due Date set forth in **Section 1.3** of this RFP or as may be revised by an amendment issued by the City, unless extended by mutual agreement of the parties.

1.10 No Obligation (Disclosure of the City)

This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Respondent to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Respondents in preparing and submitting a Proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

The City assumes no contractual or other obligations as a result of the preparation or submission of a Proposal by anyone responding to this RFP or the evaluation of Proposals by the City or the selection of a Respondent for further negotiations.

1.11 Modifications

Until the Deadline for Submitting Proposals, a Respondent may submit a modified Proposal to replace all or any portion of the Proposal the Respondent submitted previously by first withdrawing its prior Proposal in www.PHLContracts.phila.gov, re-opening and then re-submitting it. A Respondent may withdraw its Proposal from consideration at any time before the Deadline for Submitting Proposals. The City will consider only a Respondent's latest Proposal that is submitted before the Deadline to Submit Proposals. The City will not consider or evaluate Proposals submitted after the Deadline to Submit Proposals. See RFP **Section 4.5** for information about the procedure by which a Respondent must submit its Proposal.

1.12 Late Proposals

It shall be the responsibility of the Respondent to electronically submit their Proposal and all other required items to the following website: www.PHLContracts.phila.gov prior to the date and time that is listed on the cover page. The City may not consider or evaluate late proposals.

1.13 Information and Data Not Warranted

The City has provided information and data in this RFP to help potential Respondents understand the Bike Share Program sought by the City, the purpose of this RFP and the resulting Concession Agreement, and to assist each Respondent in the preparation of its Proposal. The City believes the information and data are reliable. Neither the City nor any of its respective agents, employees or representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information contained in the RFP or any other information (whether communicated in written or oral form) transmitted or made available to prospective Respondents. The City expressly disclaims any and all liability relating to or resulting from the use of this RFP or such other information by a prospective Respondent. Any prospective Respondent must satisfy itself with respect to verification of the information contained in the RFP.

1.14 Concession Agreement and General Contract Provisions

The contractual provisions set forth in Section 6 ("General Contract Provisions") and related Attachments /Appendices of this RFP will not be negotiated or modified, unless the City in its sole discretion modifies them in writing before the Deadline for Submitting Proposals. Any Respondent selected to enter into a concession agreement as the result of this RFP ("Concession Agreement") shall expect the agreement to contain terms acceptable to the City for the implementation of the Indego Bike Share Program as required by this RFP and, including without limitation, terms which are substantially similar to the General Contract Provisions set forth in **Section 6**. See **Section 6.1** for more details.

All Respondents are encouraged to carefully read this entire RFP and its Appendices and Attachments before the Pre-Proposal Meeting and before submitting a Proposal. The RFP will become part of the Concession Agreement. The awarded Concessionaire will be expected to enter into a Concession Agreement with the City of Philadelphia. The Concession Agreement requires, among other things, insurance, indemnification of the

City, and performance bond(s).

Respondent should identify any concerns with contract language in this RFP, Appendices, and/or Attachments. See **Section 4.7** for more information.

1.15 Confidentiality

1.15.1 Limiting or Expanding Confidentiality or Non-Disclosure of Proprietary Information

Respondents acknowledge and agree, by submission of any Proposal to this RFP, that the City, as a municipal corporation, is subject to federal, state and local public disclosure laws and, as such, may be legally obligated to disclose to the public documents, including Proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Respondent's request for confidential treatment or nondisclosure of proprietary or other information in its Proposal.

1.15.2 Compliance with Public Disclosure Laws

The City may make such disclosure or reproduce such information as is deemed necessary by the City, in its sole and absolute discretion, to comply with applicable law, including without limitation the Philadelphia Home Rule Charter, the Pennsylvania Right to Know Act and the federal Freedom of Information Act. Respondent expressly waives any cause of action, whether in law or in equity, that it may have against the City respecting such disclosure.

1.15.3 Restricting Disclosure of Respondent's Confidential Material

Proposals that include confidential business information of the Respondent, such as commercial or financial information, that a Respondent does not want to be disclosed outside the City review and selection committee, must be marked with a legend that states:

"This response includes data that shall not be disclosed outside the City without the permission of [inset Respondent's name] and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this response. This restriction does not limit the City's right to use the information contained in this data if it can be obtained from another source, without restriction, and is subject to the City's obligation to release public documents. The data subject to this restriction are contained in pages [insert numbers or other identification of pages]."

Respondents shall mark only those pages containing restricted data with the following:

"Use or disclosure of data contained on this page is subject to the restriction on the title page of this Proposal."

A blanket restriction applicable to the entire Proposal is not acceptable. Moreover, the inclusion of this provision regarding the restriction on disclosure and use of data should not be construed to protect against the City's disclosure of generic concepts or information that have already been made public. In addition, the City may, after discussion with a Respondent, determine that some or all of the information encompassed by the restriction is not appropriately included within the restriction and that such information may be released outside

the City.

1.16 Respondents Restrictions

- 1.16.1 No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. Any Proposal shall be rejected that, in the City's sole judgment, does not comply with these conditions.
- 1.16.2 No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any person, firm, or corporation that is in arrears or is in default of any debt to the City (including without limitation tax delinquencies), any contract obligation, or any surety obligations to the City, or has failed to comply with any existing or previous contract with the City, or has failed to execute a contract that the person, firm, or corporation negotiated with the City.
- 1.16.3 The City, at its sole discretion, may reject Proposals or chose not to enter into any contract negotiations with any Respondent that is involved in litigation against the City, including but not limited to negotiations to settle a claim against the City.
- 1.16.4 No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any Respondent that has been prohibited by the City from entering into any City contracts.
- 1.16.5 **If an incomplete Proposal is received from any individual, firm, partnership, corporation, or association, said incomplete Proposal may not be considered.**
- 1.16.6 All Proposals submitted by Respondents who have engaged in any form of collusion such as a quid-pro-quo, or attempt to restrict or prohibit the response of other firms in the preparation or submission of Proposals in response to this RFP shall be rejected.
- 1.16.7 All Respondents shall have satisfied the mandatory disclosure and eligibility requirements of Chapter 17-1400 of The Philadelphia Code, as specified in **Section 6.9**.

1.17 Minimum Qualifications

To be eligible for the City's review, each Respondent and the Proposal submitted must satisfy the minimum qualifications identified in this Section. Proposals that fail to meet these minimum standards may neither be reviewed nor scored.

1.17.1 **Meets Basic Objective of RFP**

To be eligible for the City's review the Proposal submitted must address the Objectives set forth in **Section 2.1** for operations, management, and expansion of the Indego Bike Share Program. The City welcomes innovative proposals as long as they meet these RFP objectives stated in **Section 2.1**.

The selected Respondent will be solely responsible to the City for all skills, resources (financial and otherwise), and activities required to accomplish the City's Objective, including all financing,

planning, design, construction, procurement, marketing, promotion, maintenance, operations, management and staffing of the Program.

1.17.2 **Compliance with Submittal Requirements**

The Respondent must submit its Proposal in accordance with the submittal requirements in this RFP (**See Section 4 herein**).

1.17.3 **Ethics**

All Respondents must disclose any potential conflict under or violation of Sections 10-100 and 10-102 of the Philadelphia Home Rule Charter relating to the prohibition of City employees soliciting or benefiting from or having a financial interest in, either directly or indirectly, any City contract.

1.18 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any agreement entered into as the result of this RFP shall require the prior written approval of the City of Philadelphia's Managing Director or their designee.

1.19 Revisions to the RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on PHLContracts with the original RFP Details. It is the Respondent's responsibility to check the PHLContracts website frequently to determine whether additional information has been released or requested.

1.20 Document Preparation Fee

Pursuant to 17-702 of The Philadelphia Code, the Selected Respondent will be required to pay a contract preparation fee for contract and bond preparation by the City Law Department; the fee is waived for non-profit corporations. Section 17-702 establishes a fee schedule for contract preparation, which is based upon the amount of the contract. The fee will be calculated using the Selected Respondent's projected gross revenue for the initial term of the Concession Agreement:

<u>Contract Value</u>	<u>Preparation Fee</u>	<u>Amendment Fee</u>
\$0-\$30,000	\$50	\$50
\$30,001-\$100,000	\$200	\$170
\$100,001-\$500,000	\$500	\$340
\$500,001-\$1,000,000	\$900	\$520
>\$1,000,000	\$1,500	\$500

2 OBJECTIVES AND BACKGROUND INFORMATION

2.1 Objectives

The City seeks qualified firms to manage, operate, and expand the Indego Bike Share program through a Concession Agreement resulting from this RFP. The City has established ambitious goals for the expansion of the Indego program while maintaining and improving upon areas of strength; high-quality operations, excellent customer service, effective marketing, engaged and equitable programs. This is to be accomplished with the same commitment to racial and economic equity that has made Indego the cornerstone of the Better Bike Share Partnership (BBSP) and a national model for equitable transportation. The City retains the right to modify the scope of the Concession Agreement to include other micromobility devices (e.g. electric scooters). The City encourages established and responsible business entities or partnerships to thoroughly review this document and to submit Proposals which will best achieve the Indego program mission to provide bike share as a high quality, reliable, affordable, flexible, and healthy transportation option that gives the user access to the City and our diverse communities. Proposals should seek to meet the five objectives outlined below:

2.1.1 **Objective #1: Operate Indego as a world-class bike share program**

Indego has built a reputation locally and nationally as a high-quality bike share system that has placed social equity as a cornerstone of its mission. The City seeks firms to operate the program and preserve or enhance that reputation wherever possible.

- I. Operations of the Indego Bike Share System including balancing, customer service, IT, logistics, etc.
- II. Maintenance, upkeep, and management of all bike share Equipment.
- III. Revenue generation including (but not limited to) sale of advertising, acquisition of program sponsors, revenue generation from user fees, and private-sector partnerships.
- IV. Support and expand community engagement programs related to Indego and BBSP.

2.1.2 **Objective #2: Strengthen Indego's position as a national leader in bike share equity**

Indego has worked hard to become a leader in bike share equity by creating a truly inclusive program and has achieved notable successes as the 'living laboratory' of BBSP. The Concessionaire is expected to support and grow that mission by leveraging the existing partnerships, programs, and practices that have achieved the current level of success.

2.1.3 **Objective #3: Expand the Indego Bike Share Program**

The City seeks to expand the benefits of the Indego program to a greater portion of Philadelphia. Proposals that are both creative and feasible are highly desired. The City is willing to consider proposals that achieve its goals of system expansion through an exclusive agreement to operate bike share in the public right-of-way.

- I. The 2018 Business Plan sets a goal to more than double the size of the program and expand the service area by 2024.

- II. Continue to maximize the benefits of bike share throughout Philadelphia with additional investments in bicycles and/or stations beyond the core service area of the Indego program.

2.1.4 **Objective #4: Preserve the existing public and private investment in the Indego program**

The Concessionaire will be the custodian of the substantial existing investment made by the City and its partners in bike share. Concessionaires will be responsible for fulfilling commitments to existing partners as well as developing new partnerships and investments.

2.1.5 **Objective #5: Provide the services above at no operating cost to the City**

The current Indego program was developed with both public and private investment in its infrastructure, but without any operating subsidies from the City of Philadelphia. Proposals should build upon this framework. The City does not intend to support operating costs using City funds.

2.2 Background Information

2.2.1 **Overview**

Indego is a public bike share system owned by the City of Philadelphia and operated by a private contractor. As of May 2019, the program consists of 132 stations and a fleet of 1,524 bicycles with stations concentrated in Center City and adjacent neighborhoods in West, North, and South Philadelphia. During calendar year 2018, the program served 676,000 trips.

Indego operations are managed under a contract with Bicycle Transit Systems, a private operator. Indego is supported by a \$10 million title sponsorship by Independence Blue Cross, along with additional private and public grants from a variety of partners.

While Indego is one of the highest ridership bike share programs in the United States, there are substantial opportunities to grow the program. The current system only covers a fraction of the City's land area. The population density of the city combined with high rates of cycling and low rates of car usage demonstrates there is untapped demand for bike share.

2.2.2 **History**

Indego was founded in 2015 and initially funded by a capital investment by the City and operating and capital support from a variety of partners, including Independence Blue Cross. At launch, the program was largely concentrated in Philadelphia's downtown core, Center City. In the intervening years, Indego has steadily grown into surrounding neighborhoods and today has a service area of approximately 23 square miles. Since its launch, Indego has focused on bike share equity and is a founding member of the Better Bike Share Partnership (BBSP). In 2018, the City completed an Indego Business Plan Update, which outlines a vision for program growth over the next five years. Moreover, the program introduced an electric pedal assist bicycle (e-bike) pilot and is in the process of expanding its e-bike fleet to approximately 440 bicycles.

2.2.3 **Program Snapshot**

The City of Philadelphia sees Indego as a valuable asset. Its stations and bicycles are located in some of the highest traffic locations in the city and are desirable from an advertising and

sponsorship perspective. The Indego program has a strong positive reputation in the Philadelphia market and surveys show high rates of brand recognition and customer satisfaction with the program. The following lists some key facts about the program. Unless otherwise stated, these numbers represent the state of the system as of May 2019.

- Number of Bicycles and Stations: As of July 2019, approximately 1,400 bicycles (conventional and electric pedal-assist bicycles) are in working order. Approximately 132 dock-based stations are in working order. Bicycles and stations are supplied by BCycle. Twelve new stations will be installed in calendar year 2019. Twenty-four stations are hardwired into the electric grid while the remaining 108 are solar powered. See Appendix D for a full inventory of equipment purchased since Indego was launched in 2015.
- Ridership: The program served 676,000 trips in calendar year 2018.
 - Average daily trips per bicycle are comparable to rates in Boston and Chicago and higher than Portland, OR (2018 Business Plan analysis).
- Average Age of Bicycles is 2.6 years and the average age of stations is 3.4 years.
- Population within a quarter mile of a station: 357,000 (2018 Business Plan analysis)
- Jobs within a quarter mile of a station: 394,000 (2018 Business Plan analysis)
- According to Indego's latest customer survey (2017), 63 percent of riders learned about the system from word of mouth or simply seeing it on the street.
- Eighty-three percent of surveyed respondents recognize that Independence Blue Cross sponsors the program.
- Stations are located at high-visibility locations such as the Market-West office corridor, Pennsylvania Convention Center, and Stadium Complex.

2.2.4 Program Revenue

The following outlines the amount of revenue directly generated by bike share operations in 2018. In addition to these funds, the City receives funding from its title sponsorship with Independence Blue Cross, which is currently used to offset net operating costs for the program under the existing contract. As this sponsorship agreement predates this procurement, it will not be part of the Concessionaire's revenue. Title sponsorship revenue will be available to support bike share activities but should not be relied upon by the Concessionaire for supporting operations. Indego has received public grants which have funded capital expansion to date, as well as private grants that have been used to support programming, community engagement and public health initiatives led by the City of Philadelphia and its partners.

Note that the existing Title Sponsorship with Independence Blue Cross is set to expire in March 2022.

Table 1: Total Gross Revenue CY2018

Revenue Source	Gross Revenue Amount (\$)
Rider Revenue	\$1,727,242
Advertising Revenue*	\$150,000
Foundation Grants*	\$215,842
Title Sponsorship*	\$2,180,965
<i>*Figures do not account for sponsorship brokerage commission or management fees</i>	

2.2.5 2018 Business Plan

The City of Philadelphia completed a comprehensive five-year business plan for the Indego program in the Fall of 2018. The Business Plan provides a wealth of details on program existing conditions, organizational structure, and recommendations for the evolution of the program. The Business Plan is a helpful source of information for Respondents and provides additional insight into the City's motivations for this procurement.

The figures presented in the report and future funding forecasts are not a funding commitment by the City of Philadelphia or its partners. More information on the Business Plan, including the full report, can be found here online at <http://www.phillyotis.com/portfolio-item/indego/>.

The Business Plan concludes with the following recommendations:

- 1) **Grow to more than 250 Stations:** Indego depends on expansion to achieve economies of scale, better serve Philadelphians, and respond to future competition. The City has set out an expansion goal of more than doubling the program to 250+ stations by 2024. This expansion would enable the City to cover at least an additional 15 square miles with bike share. This expansion will require new sources of funding and partnerships to achieve.
- 2) **Expand in a Balanced Manner:** Future growth needs to balance the sometimes competing desires of increasing system coverage and achieving financial sustainability. The Business Plan outlines an expansion policy where stations serving new neighborhoods in Philadelphia are supported by additional stations and capacity at high-revenue locations.
- 3) **Add Capacity in the City's Core:** The program's core of Center City, University City, and Temple University has the highest demand for bike share and many trips, including those in outlying neighborhoods, start or end in those core neighborhoods. As the program expands it must continue to add core capacity to ensure there are enough stations and bicycles to meet growing demand.
- 4) **Continue to Invest in User Equity:** Indego's equity mission makes it unique among bike share programs. The City should not lose sight of the program's mission to serve all Philadelphians.
- 5) **Optimize Use of Equipment:** Indego's stations can be quickly re-sized based on demand. To ensure the equipment is being well-utilized, the program should conduct regular audits and relocate docks and bicycles based on changing demand.
- 6) **Introduce New Technologies:** The business plan recommends Indego transition to a hybrid dock-less station-based system. Such a system would merge dock-less bicycles

with simplified lower-cost stations and allow for more flexible operations and lower capital costs. Indego also piloted e-bikes in late 2018 and intends to introduce e-bikes across the system.

- 7) Invest in Partnerships: While Indego is a City-led program, it would not be possible without the close cooperation of a range of private, public, and non-profit partners. The City should continue to foster these relationships and take advantage of the strengths these organizations bring to the table.
- 8) Lower Operating Costs: High operating costs are one of the greatest challenges to Indego. Implementing the recommendations above will all help to lower costs. The City should explore changes to its contracts and overall program business model that can further reduce costs and introduce some risk/cost sharing between the vendor and the City.
- 9) Do Not Neglect State of Good Repair: Indego's Equipment is relatively new but will eventually reach a point where bicycles and stations require rehabilitation and replacement. The City should plan ahead for these costs and set aside the funding necessary to ensure it can maintain Indego's high quality of service.

3 SCOPE OF SERVICES

3.1 Overview

The City is requesting Proposals to manage, operate and expand the Indego program. This will include a transition to take over operations, financing, marketing, and equipment management of Indego. In exchange for these services, the selected Respondent ("Concessionaire") will be granted all user revenue generated by the program, along with the opportunity to generate ancillary revenue through advertising, sponsorships, and partnerships in accordance with existing grant and sponsorship agreements. The following sections in Chapter 3 establish the base Scope of Work. If a Respondent is not intending to meet these base requirements, the Proposal must clearly state that services offered are not consistent with these requirements and an alternative is being offered with appropriate justifications for the change.

3.2 Operations

3.2.1 Organizational Development and Program Set-Up

The Concessionaire will be responsible for funding and overseeing all activities necessary for continuing and enhancing operations of the Indego Bike Share program. The activities to commence before the start of the concession, include:

- I. Identify, procure, and outfit all facilities needed for operations, including (but not limited to) a local warehouse, maintenance facility, offices, vehicles, and support equipment.
- II. Hire and manage local staff and contractors responsible for operating Indego.
- III. Complete all necessary training.
- IV. Secure required insurance.
- V. Work with the City and existing program operator to ensure a smooth transition.

3.2.2 Minimum Insurance and Indemnification Requirements

The Concessionaire shall procure and maintain the types of insurance that meet the standards outlined in Appendix B.

3.2.3 Equipment Operations, Inspections, and Maintenance

The Concessionaire will be responsible for the management and maintenance of all existing and future bike share stations and bicycles. As part of these services, the Concessionaire is expected to:

- I. Manage ongoing relations with Equipment and software providers, including but not limited to: Equipment and spare parts purchasing, warranty repairs, replacement purchases of Equipment and software upgrades, and licensing.
- II. Provide ongoing Equipment inspection, maintenance, and cleaning, including annual overhauls of all Equipment. Work must be in compliance with the manufacturer's

requirements, warranties, recommendations for assembly, maintenance, storage, repair and replacement of Equipment.

- III. Conduct routine inspections and maintenance to ensure bicycles are in Working Order and Deployed for users to ride.
- a. The City expects the Concessionaire to meet the following minimum level of service:
 - i. **95% of Deployed bicycle fleet is in Working Order.**
 - ii. **Each year, 80% of the bicycles are Deployed between April 1st and October 31st at any given time of day; during the remaining months of the year, that standard is reduced to 70% of the bicycle fleet to allow for seasonal maintenance.**
 - b. The City invites respondents to propose their own Service Level Agreement (SLA) metrics for bicycle inspections as part of (**Section 4.3.6.1, item I**) that achieve these standards for bicycle Working Order and Deployment.
 - c. **Working Order for bicycles** will be determined based on an ongoing randomized survey of bicycles and is defined as meeting all of the following:
 - i. Bicycle is actively being ridden by a user or available for rental.
 - ii. Smooth and properly lubricated drive chain.
 - iii. Tires are properly inflated and free of defects.
 - iv. Brakes are functioning properly.
 - v. The saddle is properly fitted, functioning as intended, and free of tears or rips.
 - vi. Shifters are properly functioning and allow riders to change gears during normal use.
 - vii. Lights are properly functioning.
 - viii. Fenders are properly functioning and free of defects or excessive wear.
 - ix. Basket and bell are attached to the bicycle and functioning.
 - x. Advertisements, stickers, and labels are in good condition and replaced as needed.
 - xi. Ensure locking mechanisms and any on-bicycle electronic equipment is properly functioning (if applicable).
 - xii. Ensure electric motor and battery are in working order (applies to electric assist bicycles).

- d. **Deployed** includes any bicycle that is not under the possession of Concessionaire staff, including bicycles available for rent, bicycles in active use, or bicycles that are disabled for any reason.
 - e. The City may suspend these requirements at its sole discretion in the event that normal bike share operations cannot occur (such as during special events or inclement weather).
 - f. The Concessionaire is responsible for replacing any bicycles that are lost, stolen, or vandalized beyond repair.
 - g. The Concessionaire is solely responsible for any maintenance work required to achieve Working Order.
- IV. Ensure stations are in Working Order:
 - a. **All issues should be remediated within 24-hours of discovery.** The City must be notified of any issues that cannot be resolved within 24-hours.
 - b. **Working Order for stations** is defined as:
 - i. Users are able to park and retrieve bicycles at the station
 - ii. The stations are free of graffiti
 - iii. All decals, advertising panels, stickers, and signage are visible and in good condition
 - iv. The station has a reliable power supply, including working batteries (if applicable)
 - v. All kiosks are properly functioning
 - vi. All locking mechanisms are properly functioning
 - vii. Stations are free of debris and trash
 - c. The City has a flexible definition of "station". In the case that dock-less bicycles are adopted, the above standards will apply to any equivalent to today's stations to the degree applicable.
 - d. The Concessionaire is solely responsible for any maintenance work required to achieve Working Order.
- V. Maintain an accurate and up-to-date inventory of all equipment.
- VI. Maintain, replace, and produce information decals for all equipment. Replace decals as needed, including (but not limited to), changing information, new sponsor, in case of damage.
- VII. Install signage with rider information and a system map. Design and content of signage must be approved by City ahead of installation. Concessionaire should replace signage annually.

- VIII. Track lost/stolen equipment.

3.2.4 Operating Schedule

- I. The Concessionaire will ensure the system is operational seven days a week, with bicycles available for rental 24-hours a day.
- II. Indego will operate all-year. The Concessionaire must receive City approval before removing stations for winter maintenance.
- III. Individual stations or the entire system may be shut down due to inclement weather, special events, or other unforeseen circumstances. The Concessionaire shall provide immediate notice to the City of any stations shut down in these circumstances and develop a remedial course of action with the City.

3.2.5 Station and Bicycle Cleanliness

- I. The Concessionaire is expected to keep bicycle and bike share stations free of debris, dirt, leaves, snow, trash, and litter.
- II. The Concessionaire must remove any graffiti or soiled equipment from the system within 12 hours of discovery or receipt of a valid public complaint.

3.2.6 Bicycle Distribution Requirements

- I. The Indego Bike Share system requires regular rebalancing of equipment to ensure bicycles are available across the system and to minimize the frequency stations are full or empty. The Concessionaire is expected to conduct ongoing rebalancing efforts.
- II. The Respondent is asked to propose service standards in their Proposal (**Sections 4.3.6.1, item III and IV**) that meet the following objectives:
 - a. Ensure bicycles are distributed across the entire service area to meet demand.
 - b. Minimize the frequency that stations are full or empty.
 - c. Ensure that equipment is distributed to meet peak demands.

3.2.7 Station Installation, Relocation, Removal, and Reconfiguration

- I. The Concessionaire will be responsible for any station installation, including initial installation, relocation, removal, and reconfiguration.
- II. The City reserves the right to require a station to be relocated, removed, or reconfigured.
- III. If applicable, the Concessionaire is responsible for installing any electric connections needed to power the Equipment.
- IV. The Concessionaire is permitted to relocate bicycles and docks between stations as needed to meet rider demand as long as it does not negatively impact user access across the system.

3.2.8 **Station Siting and Permitting**

The Concessionaire will be responsible for conducting siting, permitting, and licensing related to station infrastructure.

3.2.9 **Member Survey**

The Concessionaire shall conduct an annual survey of members that tracks satisfaction with the program, areas for improvement, mode substitution, and metrics related to brand and sponsor awareness. The survey will request information that is consistent with existing survey efforts related to Indego.

- I. The Concessionaire will survey users when they purchase or renew their membership on select socio-economic characteristics, reasons for joining, and whether the user was previously a member of Indego.
- II. All survey data will be made available to the City of Philadelphia and its partners without restriction.

3.2.10 **Data Sharing**

Concessionaire shall keep individually identifiable User Information strictly confidential. User Information shall remain the property of the User. The Concessionaire may use sanitized and aggregated trip data for analysis purposes; provided, however, each of Provider's User terms, conditions and policies shall be in compliance with all applicable laws and regulations and shall be subject to prior written approval by the City.

The Concessionaire shall grant ownership of data and information related to the bike share system to the City, including without limitations, website content, financial performance, records of inventory, bicycle or station utilization, aggregate reports related to users of the system and other data which is not personally identifiable. The City's User Data Policy is provided in Appendix G.

Specific Data must be provided to the City and updated at a minimum monthly through an easily accessible and user-friendly interface:

- I. Data reported to the City may be subject to independent verification.
- II. The City reserves the right to specify the format of the data and aggregated reporting in a format of the City's choosing.
- III. The Concessionaire is expected to provide publicly available data on system availability through the General Bikeshare Feed Specification ("GBFS") standard or similar.

3.2.11 **Website and Mobile App**

The Concessionaire must maintain a website and mobile app for the Indego program. At a minimum, the website will include information about how Indego works, payment options and costs, map of bicycles/stations, real-time availability of bicycles/stations, and contact information for customer service. Information on the website should be available in English, Spanish, and Simplified Chinese. The system should provide data on the system in real-time through an Application Program Interface ("API") utilizing the GBFS. Any mobile app must be

available for phones operating iOS and Android operating systems.

3.2.12 **Customer Service**

Customer Service Hours are defined as 6 AM to 10 PM on weekdays and 9 AM to 8 PM on weekends and holidays (Customer Service Hours).

- I. During Customer Service Hours, the Concessionaire will provide service to customers via telephone, email, and other relevant electronic communications such as text messaging or in-app messaging. Customer service staff will be trained to answer questions and provide information concerning: subscription process, subscription policies, billing, refunds, accidents/incidents, comments, complaints, malfunction problems, location of bicycles, and directions to nearest station or bicycle available for rental or return.
- II. The Concessionaire will staff a 24-hour customer service line that can respond to calls and deal with any emergencies as they arise.
- III. All phone operators will be fluent in English. Additional staff should be available who speak fluently in Spanish. Additional language fluency will be viewed favorably.
- IV. Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service Calls.
- V. Email response times should not exceed 24 hours.
- VI. Concessionaire will be responsible for creating, producing, and distributing any collateral needed to fulfill membership.
- VII. As long as a physical card or key is in use, the Concessionaire is responsible for shipping keys to consumers within two (2) business days of the purchase being made.

3.2.13 **Helmets and User Safety**

- I. The Concessionaire will provide information at stations and on bicycles informing users of the correct and safe way to use the Equipment.
- II. The Concessionaire will make available low-cost, discounted, or complimentary helmets for users to support outreach and engagement programs or to otherwise promote safe use of the Equipment.

3.2.14 **System Oversight and Coordination**

The Concessionaire is responsible for overseeing the daily function of the bike share system, including:

- III. Day-to-day coordination with the City on mission and system critical issues.
- IV. Coordinating and overseeing relationships with users, the City, and as requested, media.
- V. Overseeing system back-end and technical operations.

- VI. Overseeing payment gateway and finance system, including bank accounting, revenue collection, reporting, and revenue distribution.
 - a. Concessionaire will report revenue to the City on a quarterly basis in a format that meets Generally Accepted Accounting Principles (GAAP).
- VII. Implementation of ongoing technical improvements.
- VIII. Compliance with application obligations and provide information to the City to ensure any obligations of any grants, sponsorships, donors, and/or advertisers are met.
- IX. Support accounting and legal issues associated with Indego.
- X. Community engagement, including engagement around the placement of future stations and response (as directed by the City) of community or stakeholder concerns.
- XI. Support of programming related to Indego or other BBSP initiatives.

3.3 Equipment Services

Due to the nature of bike share operations, the City recognizes that the Concessionaire will have to work closely with vendors that provide bike share equipment and technologies. Indego currently operates as a station-based system using conventional and electric-assist bicycles manufactured by BCycle. The City is interested in incorporating new technology into the Indego system, including but not limited to, lower-cost station infrastructure, mobile payment, and integration with existing transit fare media. The City encourages novel technological proposals that meet the requirements and restrictions set forth in **Section 3.3**. The City reserves the right to modify the scope to include other micromobility devices (e.g. electric scooters).

3.3.1 Procurement of New Equipment

- I. The City maintains the right to procure Equipment independent of this contract opportunity. Such a procurement would be conducted according to an operations plan mutually agreed upon by the City and the Concessionaire. The City will retain ownership of any Equipment it procures.
- II. The Concessionaire may acquire equipment that meets the Standards agreed-upon by the Concessionaire and City.
- III. In cases where a City-owned station or bicycle requires replacement because of damage, loss, or vandalism, the Concessionaire will be required to replace the affected Equipment on behalf of the City at its own expense. The City shall retain ownership of any City-owned Equipment replaced by the Concessionaire.
- IV. The City welcomes Respondents to include expansion and replacement of Equipment as part of their concession fee (**Section 4.3.7 "Concession Fee Proposal"**).
- V. The City may require that some or all equipment purchased under the Concession Agreement be conveyed to the City for no payment upon expiration of the term of the Concession Agreement.

- VI. The Concessionaire is expected to maintain all Equipment in the System to a uniform standard.

3.3.2 Interoperability with Current Equipment

The Concessionaire shall preserve the City's substantial investment in existing Equipment. Interoperability between current and future Equipment is important. If the proposed technology is not fully compatible with existing Equipment, the City requires the Concessionaire to take one of the following measures.

- I. The Concessionaire is fully responsible for the cost of ensuring compatibility between existing and proposed Equipment. (An example of this may be retrofitting current bicycles to permit docking with a new station design).
- II. If compatibility between the existing and proposed Equipment is not possible, the Concessionaire will be responsible for ensuring that the proposed Equipment can replace or supplant the existing Equipment at no additional cost to the City.
 - a. Transitioning to new Equipment should result in no loss of service, including a reduction in the location and overall availability of bicycles.
 - b. Replacement of existing equipment must fulfill any existing obligations related to the City, donor, grantee, or title sponsorship funding or take the necessary mitigating actions to ensure compliance. The City, as the recipient of past capital funding, must approve all mitigating actions.

3.3.3 Bicycle Requirements

The City is interested in proposals that include the option to utilize a variety of bicycle types, including traditional self-powered bicycles and electric-assist bicycles. Pedal powered, or electric-assist vehicles are defined by the Pennsylvania Vehicle Code (see 75 Pa. Cons. Stat. §§102 (2016)). Respondents are free to propose the types of bicycles they feel are appropriate for the system provided that they meet current federal or state statutes for safety and design. Examples of such standards include, but are not strictly limited to:

- 16 C.F.R. § 1512
- 15 U.S.C. § 2085
- ISO Standard 43.150

3.3.4 Docking and Station Design

The City is open to considering a variety of docking strategies and station design. Proposed stations should meet the following requirements:

- I. Bike share rentals must start and end at a designated station, however, Respondents can propose solutions that allow riders to lock up a bicycle during their rental or at a station that is 'virtual'.
- II. Stations should be clearly marked and designed so that bicycles are contained within the station footprint in an orderly fashion. The City will not permit bicycles to block

the public right-of-way.

- III. All stations should include a panel with information about the system, including usage instructions and a map.
- IV. The City would like to have kiosks where riders can purchase or redeem memberships at the majority of future locations but would consider kiosk-less stations in locations where proximity to nearby kiosks, ridership patterns, and usage patterns obviate the need for a kiosk.

3.3.5 Other Micromobility Devices

This RFP is strictly limited to systems incorporating bicycles and electric-assist bicycles. Electric scooters and other micromobility devices are currently not legal for operation in the Commonwealth of Pennsylvania. However, should the legal status of scooters or other micromobility devices change, the City reserves the right to consider them as part of this RFP.

3.4 Program Financing

There are several potential sources of revenue that the Indego program and its related assets can generate. The Concessionaire is expected to be self-sufficient in operating the bike share program and will be responsible for raising the necessary funds to operate the system through user fees and ancillary revenue.

3.4.1 User Fees

The Concessionaire will be the recipient of all user fees, including subscription and usage fee revenue.

- I. The Concessionaire and the City will agree upon a schedule of user fees at signing that includes proposed pricing, fee structure, membership options, and user restrictions ("Base User Fee Schedule"). The Concessionaire must receive prior approval from the City to make any changes to the Base User Fee Schedule.
- II. The Concessionaire is entitled to increase the Base User Fee by a maximum annual compounding escalation of three (3) percent. Increases beyond this rate shall require prior approval of the City.
- III. The Concessionaire is free to introduce additional membership options, discounts, and promotions that do not conflict with the Base User Fee Schedule. The City reserves rights to reject fees that conflict with the Base User Fee Schedule or the values of the program.

3.4.2 Title Sponsorship

- I. The City of Philadelphia has an existing Title Sponsorship Agreement with Independence Blue Cross. As this sponsorship agreement predates this procurement, it will not be part of the Concessionaire's revenue. The agreement is scheduled to expire on March 31, 2022.
- II. The Concessionaire must comply with any requirements or restrictions imposed by the Title Sponsorship agreement and ensure the program remains in good standing with

Independence Blue Cross.

- III. The City of Philadelphia reserves the right to allocate Title Sponsorship revenue to support operating activities and/or capital investments towards the bike share program or related services. Respondents should propose how Title Sponsorship revenues would be used as part of their Financial Plan if needed.

3.4.3 **Ancillary Revenue**

- I. The Concessionaire is entitled to pursue ancillary revenue, including (but not limited to):
 - a. Sale of advertising on stations and bicycles, including revenue from any existing advertising agreements that are in place at the start of the Concession Agreement
 - b. Additional sponsorships for stations and bicycles.
 - c. Partnership agreements.
- II. Any ancillary revenue shall not conflict with existing City agreements, laws, or regulations and shall not violate any other components of this scope of services. Advertising shall be subject to requirements for public service advertising up to 10 percent of total advertisements. Advertising content is subject to the City's Municipal Advertising Policy and shall be reviewed. The City's current advertising policy, which is subject to change, is provided in Appendix F.

3.5 **AdMarketing and Engagement**

The Concessionaire will be in charge of marketing the bike share system to a diverse audience. As user fees are a major source of revenue for this concession, the Concessionaire is incentivized to implement an effective marketing program to expand Indego's ridership base.

3.5.1 **Advertising**

The Concessionaire will be responsible for developing and executing an effective advertising strategy for the program. The program should be designed to expand the existing user base as well as assist in user retention. The Concessionaire will be responsible for all costs related to program advertising, including conventional and social media purchased, as well as "earned" marketing of Indego. Advertising should target a diverse population of users and should follow best practices in equity-focused marketing.

3.5.2 **Graphic Design and Production**

The Concessionaire is responsible for the design and production of marketing material, including all signage and information placed on stations and bicycles, and collateral materials. The design of these materials should reflect the existing branding and image of Indego. The Concessionaire is expected to adhere to a consistent and high-quality standard for all materials.

- I. Any major changes to branding or graphic design standards will require the prior approval of the City.

3.5.3 In-Person Engagement

The Concessionaire is expected to conduct in-person engagement with the public through field teams and strategic event marketing, including at events requested by the City. The City encourages innovative proposals for in-person engagement and ensuring that engagement reflects broadly the goals of social and racial equity.

3.5.4 Community Partnerships

The Concessionaire is expected to continue Indego's community partnership program, including the Community Ambassador program and other similar programs in support of BBSP. Examples of this type of program can be found on www.betterbikeshare.org.

3.5.5 City-Funded Initiatives

The City strives to make Indego the most equitable bike share program in America and to continue its leading role in BBSP. As part of its goal of ensuring Indego is inclusive and accessible to all users, the City reserves the right to fund or conduct its own marketing, programming, and outreach activities in addition to those provided by the Concessionaire as part of its Scope of Services. The Concessionaire will be responsible for coordinating messaging, branding and other aspects of the program with City-Funded Initiatives.

3.6 Miscellaneous

3.6.1 Hiring and Workforce Development

The following items do not neatly fall into one of the four services areas detailed in **Sections 3.2 to 3.5** but will be part of the Concessionaire's Scope of Services:

- I. The Concessionaire is expected to enact an employee hiring plan with a goal of a workforce that reflects the socio-demographic diversity of Philadelphia.
- II. The Concessionaire is expected to promote workforce development as part of its hiring and training strategy.

3.6.2 Optional Services

Respondents are encouraged to address the following in their Proposal. While none of these services are required, they address key considerations for the future of Indego.

- I. Pursue integration with SEPTA Key to allow users to access bicycles with a unified fare payment technology.
- II. Propose a program structure that enables regional expansion of Indego beyond the boundaries of Philadelphia.

3.7 Subcontracting

- 3.7.1** Subject to the requirements of this RFP, Concessionaire may have some of its services and supplies performed or provided by a subcontractor.

- 3.7.2** Concessionaire shall cause all its subcontracts to specify that the City is designated as third-party beneficiary of the subcontract. Concessionaire shall also cause its subcontracts to specify that the subcontractor is bound by the same terms, covenants and requirements as the Concessionaire under the Concession Agreement including, without limitation, provisions related to confidentiality, indemnification of the City, insurance, maintenance and preservation of records, and audit by the City.
- 3.7.3** No subcontract relieves Concessionaire of any of its obligations under the Concession Agreement. Concessionaire is liable for the acts and omissions of its subcontractors, or the persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Concessionaire or persons directly or indirectly employed or retained by Concessionaire.
- 3.7.4** Any purported subcontract that Concessionaire enters into in violation of this Section 3.7, or of any other Section in this RFP, or the Concession Agreement is voidable at the sole option of the City.
- 3.7.5** Concessionaire shall include in each of its subcontracts a provision that the subcontractor shall continue to provide the services it would have under its subcontract with the Concessionaire, if:
- a. the City terminates the Concession Agreement;
 - b. the subcontractor is not in default under its subcontract;
 - c. the City provides written notice to the subcontractor of the City's desire that the subcontractor continue to provide its services.
- 3.7.6** Please complete and submit **Attachment #8** that lists the Respondent's intended use of all subcontractors.

3.8 Participation of Minority, Woman and Disabled Business Enterprises in Concession Agreements

- 3.8.1** Each Respondent is subject to the provisions of Mayoral Executive Order 03-12, the City's (Economic Opportunity Plan) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 03-12.
- 3.8.2** Pursuant to Executive Order 03-12, the City's Office of Economic Opportunity has determined that the opportunity ranges for participation of minority, women and disabled businesses in the contract(s) that may result from this RFP are as follows:
- MBE Ranges 3% - 7%
- AND/OR
- WBE Ranges 3% - 7%
- 3.8.3** Forms, instructions and special contract provisions for the Economic Opportunity Plan explain the requirements in more detail and are included in **Attachments 5A-5C** to this RFP.

Respondents **must complete and submit the “Economic Opportunity Plan” listed as Attachment 5A and the “Solicitation for Participation and Commitment Form” (the “S & C Form”)** listed as **Attachment 5B** and is located in the Attachment tab of PHL Contracts to identify its solicitations and any commitments made with M/W/DSBEs to participate in the Contract. Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by each M/W/DSBE firm. If “Good Faith Efforts” are provided in lieu of ranges, Respondents must also submit documentation of their “Good Faith Efforts”, whether or not they have achieved any commitments with M/W/DSBEs.

- 3.8.4 If a Respondent is a nonprofit organization, Mayoral Executive Order 03-12 requires nonprofit Respondents to document their diversity policies. Respondents that are nonprofit organizations should refer to the special contract provisions and instructions attached to this BV RFP and complete **Attachment 5C** which is the “Diversity Report of Nonprofit Organizations,” which should be completed and returned with proposals submitted by nonprofit Applicants in addition to the Solicitation for Participation and Commitment form. This Form is also listed in the Attachment tab of PHL Contracts.
- 3.8.5 The Department encourages proposals from M/W/DSBE respondents. M/W/DSBE Respondents, like all other respondents, are required to submit a proposal that is responsive to the ranges established by O.E.O. The M/W/DSBE Respondent will receive credit towards the participation range for its certification category (i.e., MBE range, WBE range or DSBE range).
- 3.8.6 The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form or if required, a Diversity Report of Nonprofit Organizations Form.
- 3.8.7 For a listing of firms certified as M/W/DSBEs, please visit <http://oeo.phila.gov/directory.asp>.

4 PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

4.1 Responsiveness

To be eligible for award of the Concession Agreement, a Respondent's Proposal must be responsive to this RFP. For its Proposal to be considered responsive to this RFP, a Respondent must follow all instructions in this RFP and submit all the materials and information required by this RFP including, without limitation, the requirements of this **Section 4**.

4.2 Form of Proposal

4.2.1 Cover Letter

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

4.2.2 Format

Each Respondent's Proposal must follow the form of this RFP. It must be typed, marked clearly on the cover page with Respondent's name, and refer clearly to this RFP. Pages must be numbered clearly. Illustrations may be included. The City will only accept Proposals submitted electronically at www.PHLContracts.phila.gov and will not accept Proposals by mail, facsimile or by email.

Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Proposal Content (listed below), Headers (Listed in Proposal Content) or Attachment to this RFP that requires the information. **Proposals that do not conform to the required format may be rejected by the City without additional review.** Please submit clear and concise responses to this RFP. Responses of excessive length are strongly discouraged.

4.3 Proposal Content

Respondents should prepare a proposal with the content and order described below:

4.3.1 Table of Contents

4.3.2 Signed cover letter by the person authorized to issue the Proposal on behalf of the Respondent

4.3.3 Respondent Profile

4.3.3.1 Respondent's business Identification Information:

- I. Name of Company

- II. Company Office Address
- III. Website
- IV. Federal taxpayer identification number or federal employer identification number
- V. Number of employees including full-time and part-time employees
- VI. Day time phone number, fax number, and email address (if different from Proposal Point of Contact)

4.3.3.2 *Proposal Point of Contact: including name, job title, day time phone number, email address, and mailing address*

4.3.3.3 *Description of Respondent's Business:*

- I. Business organization type (corporation, partnership, LLC, non-for profit, for-profit, etc.)
- II. Whether the business is registered in Philadelphia and/or Pennsylvania
- III. Country and state of business formation
- IV. Number years in business
- V. State the number of years that the Respondent has operated under its current name and any former names under which the Respondent has operated, and the years those names were used
- VI. The primary mission of the business
- VII. Whether the Respondent is a certified minority-owned, women-owned, and disabled-owned firm.

4.3.3.4 *Other organizational information pertinent to this solicitation:*

- I. Information on ownership and entities responsible for negotiating on behalf of Respondent.
 - a. *If the business organization is a corporation*, the Respondent must provide the date and state of incorporation and the name(s) and professional address(es) of those authorized to negotiate for the Respondent.
 - b. *If a partnership*, provide the date, type of partnership, and list each general partner owning more than five (5) percent of the partnership.

- c. *If a joint venture*, provide the date of organization and the location where the agreement is recorded, and the names, addresses, and percentages of ownership.
- II. The Respondent shall provide evidence that it is authorized to engage in business transactions in the Commonwealth of Pennsylvania or provide assurance that it will obtain such authority upon award.

4.3.3.5 *Prior or ongoing legal action, disbarments, or judgments:*

- I. Advise if Respondent has ever been barred from any City or any municipal programs.
- II. Provide name, date, offense and disposition information concerning any felony convictions (for the individual if Respondent is an individual, for a general partner if Respondent is a partnership, for each corporate officer and major shareholder if Respondent is a corporation).
- III. Respondent must describe any pending, contemplated, or ongoing administrative or judicial proceeding material to Respondent's business, finances, services, or products, including, but not limited to any litigation, consent orders, debarment or contract with any local, state, or federal regulatory agency issued to the Respondent or to any parent-subsidary of the Respondent.

4.3.4 **Qualification Statement**

4.3.4.1 *Team Description: Concise description of the core business of the Respondent and any subcontractors.*

4.3.4.2 *Previous Experience: Description of the Respondents (and subcontractors if applicable) experience operating bike share systems, including:*

- I. List of names and locations of all clients where Respondent performed assignments similar in scope and nature to those listed in this RFP.
- II. Detailed profile of up to five (5) bike share programs that the Respondent currently or previously operated. These should be selected based on relevance to Indego and the objectives of this RFP. Profiles should be no longer than one (1) page and include:
 - a. Client contact information.
 - b. Size of the system by number of stations/bicycles.
 - c. Brief description of ownership structure (e.g. municipality owned, privately owned system, etc.).
 - d. Brief description of contract structure (e.g. fixed fee, concession/franchise agreement, etc.).
 - e. Brief description of Equipment used, including the type of bicycle,

- docks, stations used and the name of the supplying Equipment vendor(s).
 - f. Number of years Respondent has operated the system and total length of the contract.
 - g. Description of Respondent's role in financing the program, including whether the program required any public contributions to support operations.
 - h. Value of annual payments to the municipality (if applicable), including (but not limited to) annual cash payment, in-kind contribution, and revenue share agreement.
- III. Discontinuation of Services: For any bike share programs no longer operated by Respondent, please clarify the reason for the loss of contract or closure of the system.
- IV. Summary of Qualifications: The Respondent should provide a concise statement describing experience as a prime contractor or subcontractor in the following areas:
- a. Technical experience successfully operating large urban bike share programs.
 - b. Experience with bike share marketing and community engagement, including experience with targeted marketing to groups underrepresented among bike share users (e.g. communities of color, low-income households, non-English speakers, and older adults).
 - c. Experience sustainably funding bicycle share operations, including details on past financing strategies and outcomes.
 - d. Experience that demonstrates stable and sustained operation of bike share Equipment, notably (if applicable) Equipment proposed by the Respondent in this Proposal.
 - e. Any experience in taking over operations of an established bike share program.
 - f. Previous experience integrating bike share with transit.

4.3.5 References

Provide at least five (5) references, preferably for work assignments that are similar in type, scope, size and/or value to the work sought by this RFP and within the last five (5) years.

- I. Name and title of reference.
- II. Name of company/agency.
- III. Company address, phone number and fax number; and

- IV. Email address for the individual contact person, not the company generic address/website.

4.3.6 Approach

The Technical Approach Proposal should include the following clearly labeled sections and include all the content described below:

4.3.6.1 *Operating Plan: The City recognizes there are several strategies for operating a successful bike share program. Respondents are asked to prepare a **concise** Operating Plan that indicates their approach to performing the Scope of Services outlined **Section 3.2: Operations**. The Operating Plan should include the following components:*

- I. **Propose a SLA that meets the maintenance and operating requirements outlined in Section 3.2.3.**
- II. **Equipment Operations, Inspections, and Maintenance.** In preparing this RFP, the City focused on outlining operating outcomes instead of specific metrics and standards. Respondents should provide a list of service standards that achieve these outcomes in a feasible, effective, and efficient manner. Respondents at a minimum should outline the following in their Proposal:
 - a. Confirm whether the Respondent is able to meet the requirements outlined in **Section 3.2.3**.
 - b. Describe minimum frequency that Equipment, including bicycles and stations, will be inspected by program staff.
 - c. Describe minimum frequency program staff will conduct preventative maintenance on bicycles and equipment.
 - d. Describe how Respondent plans to keep track of equipment and mitigate the risk of damage, loss, theft, and vandalism of bicycles.
 - e. Outline the minimum number of full-time equivalent staff the Respondent will provide for maintenance and bicycle inspections. How will the number of staff change as the system grows?
 - f. Describe how the Respondent will ensure all City-owned bike share Equipment is maintained in a way that maximizes its useful life.
- III. Describe how the Respondent will ensure Stations and Bicycles will be kept clean, including free of debris, trash, leaves, litter, and graffiti.
- IV. Describe how the Respondent intends to meet demand at high-traffic bike share locations. Rebalancing of bicycles is one of the largest operating costs for the Indego system today. During peak travel times, busy stations become completely

full or empty. Respondents should describe how they intend to meet rebalancing needs, including:

- a. Describe the scale of the rebalancing operation in terms of staff, vehicles, and peak hours of operation.
 - b. Describe any alternative strategies the Respondent plans to implement to reduce capacity issues at peak hours.
 - c. Proposed SLAs to achieve the objectives outlined in **Section 3.2.6**.
- V. Describe how the Respondent plans to ensure an equitable quality of service across the program. Equity is an important goal for the City. While the Respondent is free to redistribute bikes to meet varying demand by time of day, addressing peak demand should not come at the cost of neglecting certain stations or neighborhoods. The Respondent should describe how they plan to ensure every station in the system achieves consistent standards for bicycle availability, dock availability, and condition of equipment:
 - a. Propose Service Level Agreements to ensure the entire system achieves a minimum availability of bicycles and open docks.
 - b. Outline strategies the Respondent would implement to guarantee a consistent level of service across the program.
- VI. Describe a strategy for management of batteries on electric-assist bicycles. As e-bikes are a growing part of the Indego fleet, the Respondent shall describe their strategy for managing and maintaining batteries on these bicycles, including:
 - a. Strategy for ensuring batteries are charged.
 - b. Strategies for monitoring battery levels and conducting necessary maintenance.
- VII. Describe how the Respondent will reduce barriers to using bike share for low-income users, notably barriers related to credit card, bank account, and smartphone access.
- VIII. Describe the Respondent's capacity to conduct the required station siting, permitting, relocation, removal, and reconfiguration outlined in **Sections 3.2.7 and 3.2.8 of the Scope of Services**.
- IX. Describe the Respondent's approach to data collection, data sharing, and reporting:

- a. How does the Respondent intend to conduct the Member Survey outlined in **Section 3.2.9** of the Scope of Services?
 - b. What format and method will the Respondent share system data and monthly reports with the City?
 - c. What data will the Respondent share with the public and in what format?
- X. Describe any approaches to customer service, including:
 - a. Describe staffing strategy, including location and availability of customer service staff.
 - b. Describe whether any other forms of communication will be utilized beyond phone and email.
- XI. Describe system oversight strategy, specifically the Respondent's approach to ensuring clear lines of communication between the Concessionaire and the City.
 - I. The Respondent should provide an estimate of its annual costs to operate the system for the first year of operation under this Proposal. Please note whether this information should be considered confidential or proprietary. Provide information on the following general categories:
 - 1. Personnel
 - 2. Facilities
 - 3. Vehicles
 - 4. Maintenance, Equipment, Supplies, etc.
 - 5. IT & Software
 - 6. Professional Services & Insurance
 - 7. Other

4.3.6.2 ***Expansion Plan:** The Concessionaire's cost and revenue will likely be tied to the size of the system. The City would like Respondents to outline what restrictions and requirements they will place on program expansion, including:*

- I. Provide a schedule showing the minimum and the maximum number of bicycles and stations the Respondent is proposing to operate by contract year.
- II. Outline any restriction on the geographic extent of the system in future years. If the City chooses to fund additional stations, the Respondent should identify where any restrictions may be placed and why.

- III. Outline any other restrictions the Respondent will place on the City in terms of site planning, spacing, and types of Equipment.
- IV. Describe any ways the Respondent will help the City achieve its goals for the growth and expansion of the bike share program.

4.3.6.3 *Technology Plan: The Respondent is asked to detail its plan for any changes to bike share Equipment technology, specifications, and vendors. Indego currently operates exclusively with BCycle equipment but the vendor is free to propose any solution that meets the requirements outlined in **Section 3.3** of the Scope of Services. The Technology Plan should include the following information:*

- I. Respondents should indicate the bike share Equipment they plan to operate as part of this concession, including:
 - a. Vendor Name(s)
 - b. Basic description of the technical characteristics of bicycles and stations. Descriptions should indicate whether the Respondent plans to transition from one type of Equipment to another during the concession (for example, transitioning to dock-less bicycles within the next five years).
 - c. Respondent's experience deploying proposed Equipment in other systems.
- II. Respondents should describe how the proposed technology meets the criteria outlined in **Sections 3.3.3 and 3.3.4** of the Scope of Services.
- III. Respondents should outline their proposed solution for users to pay for and retrieve bicycles, including the feasibility of integrating bike share with existing transit fare payment tools such as SEPTA Key.
- IV. The Respondent should describe any proposed changes to Indego's existing website and mobile app, as well as any proposed integration with third-party trip-planning and mobility tools.
- V. The Respondent should indicate whether the proposed Equipment is compatible with Indego's existing Equipment provided by BCycle.
 - a. If not compatible, how does the Respondent plan to mitigate operational issues related to non-compatibility?
 - b. How does the Respondent plan to fulfill obligations or mitigate compliance issues related to the procurement of all existing Equipment at Indego, notably obligations related to grant funding?
- VI. Respondents should provide additional information on proposed Equipment vendors:
 - 1. Number of years in business.

2. Track-record of providing reliable, stable, and high-quality bike share equipment.
 3. Whether Equipment and services are eligible to be paid for using federal funds, including (but not limited to) compliance with the Buy America Act.
- VII. The Respondent should provide a price list indicating the anticipated current cost of procuring the proposed Equipment.

4.3.6.4 *Transition Plan: The Respondent should describe how it plans to support the transition from the current Indego operating contract. The Transition Plan should specifically detail the following:*

- I. Outline the activities the Respondent will complete before the start of the concession to guarantee there is minimal disruption of bike share service.
- II. Describe how the Respondent will coordinate with the existing operator to ensure a smooth transition.

4.3.6.5 *Marketing and Community Engagement Plan: Respondent should describe their approach to marketing and community engagement. The Marketing and Community Engagement Plan should include the following:*

- I. Describe how the Respondent plans to address equity concerns in their marketing and community engagement. Explain how the Respondent intends to reach a diverse and inclusive audience.
- II. Describe how the Respondent plans to maintain or improve public perception of the Indego program.
- III. Explain how the Respondent plans to expand the ridership base of Indego to new users. Identify potential sources of ridership and revenue the Respondent feels is underrepresented among Indego's present ridership.

4.3.6.6 *Modifications to Scope of Services: The Respondent is asked to list any modifications/revisions to the minimum requirements outlined in the Scope of Services (Section 3). Respondents are asked to reference the correct section number (3.X.X) for ease of review.*

4.3.6.7 *Project Schedule: The Respondent is asked to prepare a schedule that outlines the following:*

- I. The transition period from the current contract to start of concession, including a schedule for the necessary acquisition of operating facilities and equipment, and hiring of program staff.
- II. Milestones for the introduction of new technology and the acquisition of funding partners.
- III. The proposed rate of expansion, including:

- a. The timing of proposed system expansion funded by the Respondent as part of the Concession Fee (if applicable).
- b. The maximum number of bicycles and stations the respondent is willing to operate by year.

4.3.6.8 ***Management Plan:** The Respondent is asked to prepare a concise Management Plan that includes the following:*

- I. Team Structure: The Respondent should describe the team structure, including the role of any subcontractors and the reporting structure with the City. The Respondent should clearly indicate points-of-contact between City staff and the Respondent's team.
- II. Key Personnel: Respondents should provide resumes of key personnel that do not exceed 2 pages in length each. The Respondent should also indicate any leadership roles that will require additional hiring.

4.3.6.9 ***Financial Capacity:** Each Respondent must prove its financial capacity, stability, and solvency and provide evidence of the following:*

- I. General statement of the Respondent's financial condition;
- II. An accountant-prepared financial statement for the most recent fiscal year ended, prepared in accordance with generally accepted accounting principles consistently applied;
- III. A federal tax return for the most recently completed year and bank account balances.
- IV. Each Respondent must also provide creditor reference(s) and a description of the loans or lines of credit made available to the Respondent and dates that the accounts were established as well as the name of the Respondent's account officer(s).

4.3.6.10 ***Financial Plan:** The Respondent is asked to describe how they plan to raise the necessary funds to support the activities in the Scope of Services (Section 3). The City is looking for a Respondent who can increase program revenue in a sustainable manner, while not compromising the public mission of Indego. The Financial Plan should include the following:*

- I. Respondents should outline a proposed membership and fee structure.
- II. The Respondent should describe its proposed approach to generating ancillary revenue, including (but not limited to) revenue from sponsorships, advertising, and partnerships.
- III. If the Respondent is relying in part on third-party investors to fund the program, they should provide detail on investors.

- IV. The Respondent should indicate for all revenue sources if these are anticipated or existing revenue streams.
- V. Based on the information furnished in this RFP, the Respondent should describe whether its financing strategy may conflict with existing agreements between the City and Indego's funding partners. This includes (but is not limited to), local, state, and federal grant requirements and existing Sponsorship agreements. Describe any mitigating measures by the Respondent to ensure the City is in full compliance with applicable agreements. A list of such agreements is found in the Attachments.

4.3.6.11 *By submitting a Proposal, each Respondent authorizes the City to contact the Respondent's creditor references regarding that information.*

4.3.7 Financial Offer

4.3.7.1 **Concession Agreement Duration:** . For the purposes of this RFP, Respondents must prepare and submit a Proposal for a ten (10) year initial term outlined in Attachment 1. However, Respondents have the option to propose an alternative term and/or additional renewal term(s). If an alternative term is proposed, the Respondent must state the reason(s) for the alternative term.

4.3.7.2 **The Respondent should complete the Concession Fee Proposal form in *Attachment 1*.**

The City is open to various concession fee models, such as a minimum annual revenue guarantee, revenue sharing agreement, contribution of expansion or end-of-useful life replacement equipment, and other in-kind contributions. The Concession Fee should comply with the following requirements:

- I. Note that any investments required to operate the program required under the Scope of Services (**Section 3**) will not be considered part of the Concession Fee Proposal.
- II. If the Respondent proposes to make capital contributions in the form of expansion or replacement Equipment, please indicate the following:
 - a. The number of new stations by year and their estimated dollar value.
 - b. The number of new bicycles by year and their estimated dollar value.
 - c. Quantity and dollar value of stations or bicycles earmarked for replacing existing equipment vs. expanding the program.
 - d. Note that any Equipment proposed as part of the Concession Fee must conform with the standards outlined in the Respondents "Technology Plan" (see **Section 4.3.6.3**).

- e. The City reserves the right to require all or some of the equipment listed in this category be conveyed to the City for no payment following the conclusion of the Concession Agreement.

- III. Any in-kind services or contributions should include the equivalent monetary value. The City reserves the right to independently verify or re-assess the value of non-monetary contributions as part of its assessment of the Concession Fee.

4.3.8 **Hiring & Workforce Development**

Respondents should outline a proposed plan to promote the items listed in **Section 3.6.1: Hiring and Workforce Development**.

4.3.9 **Optional Services**

Respondents are encouraged to address items identified in **Section 3.6.2: Optional Services**, while none of these services are required, they address key considerations for the future of Indego. If the Respondent chooses to respond to these items, succinctly (no more than 1 page) per topic).

- I. Pursue integration with SEPTA Key to allow users to access bicycles with a unified media.
- II. Propose a program structure that enables regional expansion of Indego beyond the boundaries of Philadelphia.

4.3.10 **Itedisclosure of Restriction or Additional Terms**

The Respondent is asked to include (if applicable) any restriction or terms placed on this Proposal that have not been disclosed elsewhere.

4.3.11 **Miscellaneous**

The Respondent should include the following items in this section:

- [4.3.11.1 Completed Tax and Regulatory Status and Clearance Statement Form](#) (Attachment 2) located in the Attachment tab of PHLContracts.
- [4.3.11.2 Completed Local Business Entity or Local Impact Certification material](#) (Attachment 3)
- [4.3.11.3 Consent & Authorization Form](#) (Attachment 4)
- [4.3.11.4 O.E.O. Solicitation and Commitment Form](#) (See Attachment 5-A, 5-B, and 5-C)
- [4.3.11.5 Completed Chapter 17-1400 Disclosure Requirements \(Electronic Campaign Contribution Disclosure Form in the Attachment tab of PHL Contracts\)](#). See Section 3.9 and Attachment #6.
- [4.3.11.6 LGBTQ Applicant Opportunity Data Form](#): (Voluntary – Attachment 7)
- [4.3.11.7 Respondents Use of Subcontractors](#) (Attachment 8)

4.4 Oral Presentations

4.4.1 Oral Presentations

The City may request one or more Respondents to make a supplemental oral presentation to City officials after the Deadline for Submitting Proposals. General dates are listed in the Schedule Summary. Specific dates and times of the oral presentations will be determined by the City.

4.5 Submission of Proposals

4.5.1 Electronic Submission

To be eligible for award of the Concession Agreement, each Respondent must electronically submit its Proposal and any other related documents prepared in response to this RFP to the correct bid opportunity established for this RFP through the PHLContracts online application process at www.PHLContracts.phila.gov no later than the Deadline for Submitting Proposals as set forth on the cover page of this RFP. Proposals must be electronically submitted through www.PHLContracts.phila.gov by a person with legal authority to bind the Respondent's company as that authority is more fully described in the "Consent and Authorization Agreement," which Respondent has completed, signed and submitted to the City at the time of vendor registration or as an attachment to the first submitted proposal. The Consent and Authorization Agreement and accompanying instructions are located on the sign in page at www.PHLContracts.phila.gov and also are included as **Attachment 4** to this RFP.

4.5.2 Consent & Authorization Form

In no event will the City accept a Proposal from a Respondent unless the City has received a duly completed and signed Consent and Authorization Agreement by the time of the RFP opening. Respondents who fail to file complete Proposals through the www.PHLContracts.phila.gov online application process will not be considered for the Concession that is sought by this RFP.

4.5.3 Multiple Vendors

In the case of multiple business entities that if awarded a Concession Agreement have formed, or intend to form a joint venture to perform the concession agreement, a single business entity may file a Proposal on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the Proposal is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the Proposal identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those business entities to perform the Concession Agreement as the joint venture identified in the Proposal (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the Concession Agreement is sufficient), and (iv) the non-filing business entities are eligible for award of a City concession agreement and make the disclosures required by Chapter 17-1400 of the Philadelphia Code (described in **Section 6.9**) within fourteen (14) days after the joint venture receives notice that it has been awarded the Concession Agreement.

4.5.4 PHLContracts

The City requires that any Respondent who establishes an account on PHL Contracts and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the Concession Agreement, will enter into and perform the resulting Concession Agreement with the City. Except in the case of joint ventures, Proposals posted on PHL Contracts from Respondents that purport to be filing a Proposal on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Respondent. A Consent and Authorization Agreement must be included with the Proposal or uploaded to the Vendor profile in PHL Contracts.

- 4.5.5 Respondents are encouraged to start and complete your online Proposal on PHLContracts as early as possible. Please be aware that internet connection speed depends on a variety of factors including the configuration of your computer, the configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure timely submission. Your Proposal and other application documents will not be considered submitted until you click on the "submit" button at the bottom of the summary tab upon the conclusion of your Proposal in PHLContracts. It is each Respondent's responsibility to make sure that it submits its completed Proposal to the correct contract opportunity established for this RFP.
- 4.5.6 A Respondent may begin uploading (or attaching) its Proposal materials at any time before the Deadline to Submit Proposals. Until a Respondent submits a fully completed Proposal, its materials are not accessible to any staff with the City of Philadelphia. Once submitted, a Respondent's Proposal is accessible only to appropriate contract staff within the City of Philadelphia after the RFP submission deadline.
- 4.5.7 Respondents are advised that any individual who submits a Proposal on PHLContracts must have a consent and authorization form signed and submitted by an authorized signatory of the Respondent, authorized to both bind the Respondent to its Proposal and to make the disclosures required to complete the PHLContracts process. Therefore, in conjunction with attaching their consent and authorization form to their vendor profile or with their RFP at the conclusion of the submission of their Proposal, signatories will be required to certify that they are the Respondent or are employees or officers of the Respondent duly authorized to execute the Proposal and make disclosures on the Respondent's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- 4.5.8 Respondents who have failed to file complete applications to the correct opportunity through the PHLContracts online application process prior to the closing date and time will not be considered for the contract.

4.6 Warranties by Respondent:

Respondent, by submitting its Proposal, warrants and represents that all of the following is true and correct:

- 4.6.1 The Respondent warrants and represents that Respondent's Qualifications Statement in its Proposal has been completed to the best of the Respondent's ability, and the Respondent affirms that all information contained in its Proposal is true, correct and complete.

- 4.6.2 By submission of its Proposal, the Respondent acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and Respondent authorizes the release to The City of any and all information sought in such inquiry or investigation.
- 4.6.3 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the Proposal is genuine and not collusive or sham; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Respondent or anyone else to put in a sham Proposal or to refrain from proposing; the Respondent has not directly or indirectly sought by agreement or communication to secure any advantage against the City; anyone interested in the Proposal as principal is named within the Proposal; all statements contained in the Proposal are true; the Respondent has not directly or indirectly divulged information or data relative to the Respondent's Proposal to any other person, partnership, corporation, or association, except to such person or persons as having a direct financial interest in the Respondent's general business.
- 4.6.4 The Respondent is organized and existing in good standing under the laws of the state of its creation and is certified to do business in the Commonwealth of Pennsylvania and The City of Philadelphia.
- 4.6.5 The undersigned is an officer of the Respondent with the requisite power and authority to bind the Respondent to the terms and conditions of this RFP and the submitted Proposal. The Respondent agrees that the RFP for which this Proposal is submitted shall consist of the following documents, referred to collectively as the RFP: the RFP, all Attachments, all Appendices, and all amendments issued prior to the deadline for receipt of Proposals.
- 4.6.6 No City employee or other Respondent responding to this RFP has any interest in Respondent or any Proposal submitted by it in response to this RFP.
- 4.6.7 Respondent not been prohibited by the City from participating in any City contracts.
- 4.6.8 Respondent has not been delinquent in its performance of any City contract.
- 4.6.9 Respondent is financially capable and has all the technical, administrative, professional and other expertise required to provide the goods and services required by this RFP.
- 4.6.10 Respondent acknowledges that it is subject to and in compliance with Chapter 17-1400 of The Philadelphia Code including all disclosure requirements and eligibility requirements of that Chapter as specified more particularly in **Appendix C**.
- 4.6.11 Receipt of all amendments to this RFP, if any amendment(s) has been issued by the City, is acknowledged.
- 4.6.12 The Respondent's Proposal is hereby submitted by the Respondent in accordance with all terms and conditions as set forth in the Request for Proposal and any amendment thereto, issued by The City of Philadelphia, Procurement Department, for the operations, equipment services, financing, and marketing for public bike share in the City of Philadelphia.

4.7 Objections

- 4.7.1 In its Proposal, a Respondent may state objections to the requirements of this RFP. Any objections must be stated in a separate section of the Proposal, and the Respondent must identify the specific provisions and language of this RFP that Respondent objects to, must state the reason(s) for each objection, and must propose alternative provisions. By not objecting to a provision and submitting a Proposal in response to this RFP, a Respondent irrevocably agrees that the provision is acceptable to it. The Department may, in their discretion, evaluate a Proposal, in part, on the number and nature of objections made by the Respondent to the provisions of this RFP. In no event will the Department's selection of a Respondent for further negotiations leading to a Concession Agreement constitute acceptance by the Department of any objection or proposed alternative provision set forth in that Respondent's Proposal. The City reserves the right, in its sole discretion, to evaluate and reject Proposals based on part on whether the Respondent's Proposal contains Objections to RFP requirements, and the number and type of such requests and alternative terms proposed.
- 4.7.2 If, after the City issues its Notice of Intent to Award to a Respondent, the Respondent seeks objections to the requirements that were not stated in its Proposal, the City may in its sole discretion, deny the objections without consideration or reject the Proposal.
- 4.7.3 The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Objections section if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate requirements different from and/or additional to the requirements in any final Concession Agreement resulting from this RFP, without notice to other Respondents and without affording other Respondents any opportunity to revise their Proposals based on such different or additional requirements.

4.8 Local Business Entity or Local Impact Certification

- 4.8.1 Pursuant to Mayoral Executive Order No. 04 -12, the City will, in the selection of the successful Respondent, consider whether that Respondent is currently a certified Local Business Entity and/or in the performance of the resulting Concession Agreement, Respondent will employ City residents, or perform the work in the City. Any respondent who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its Proposal a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as **Attachment 3**.
- 4.8.2 Respondents who are currently not LBE certified but would like to become certified should, prior to responding to this RFP, fill out and submit the "Local Business Entity Certification Application" at: [Local Business Entity](#). Respondents must be certified before the due date of this RFP to be considered "LBE certified" for this RFP.
- 4.8.3 For Respondents who believe they will meet the Local Impact Certification, the Respondent shall also include in a separate section of the Proposal, labeled "Local Impact Certification," a statement that the Respondent will meet the Local Impact Criteria "as set forth in the attached RFP and Local Business Entity or Local Impact Certification." Respondents who in the City's sole discretion met the Local Business Entity and / or Local Impact Certification will receive the designated points as listed in the Proposal Evaluation Criteria as listed in **Section 5.2**.

5 EVALUATION AND SELECTION OF PROPOSALS

5.1 Proposal Evaluation

5.1.1 Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The City reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

5.1.2 Selection Committee

Proposals submitted by responsible Respondents and which the City determines, in its sole and absolute discretion, are responsive to this RFP will be reviewed by a selection committee consisting of representatives selected by the Procurement Commissioner and Deputy Managing Director of OTIS ("Selection Committee"). Subject to the conditions set forth in **Section 5.1 and in Section 5.5** ("Reservation of Rights"), one or more Respondents may be selected to participate in further negotiations of the final Concession Agreement. Respondents may, at the sole discretion of the City, be required to make one or more oral presentations of its ability to meet the requirements of this RFP at a City office of the City's choice located in Philadelphia. Respondents shall be prepared to make such presentations within ten (10) calendar days after notification by the City and should be prepared to discuss all aspects of their Proposal in detail at the presentation(s).

5.1.3 Oral Presentation

The City reserves the right to request Respondents to make one or more presentations to the Selection Committee, in City offices, addressing their ability to achieve the Objectives of this RFP, and reserves the further right to conduct on-site investigations of the Respondent's facilities.

5.1.4 Best Value Concession

This RFP is a best value contract subject to the requirement of Section 8-200 and 8-201 of the Philadelphia Home Rule Charter and Chapter 17-1400 of the Philadelphia Code. The economic benefit to the City, including but not necessarily limited to the amount of the Concession Fee and capital investment plan proposed by Respondents, are material factors, but not the sole or necessarily the determining factors in the City's Proposal evaluation. The City may, in its sole discretion, award the Concession Agreement resulting from this RFP to a person or entity other than the responsible Respondent proposing the highest Concession Fee to be paid to the City and/or the highest capital investment for the concession sought by this RFP. If the City chooses to award a Concession Agreement, the Concession Agreement will be awarded to the Respondent whose Proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest.

5.1.5 Proposal Evaluation and Review

Evaluation factors to be considered include, but are not necessarily limited to, those set forth in **Section 5.2** "Selection Criteria", and may also include any other factors which the City considers relevant to the evaluation of the Proposal.

The City will carefully consider the Respondent's qualifications, technical proposal, proposed Concession Fee, financial responsibility, management plan, the quality and depth of experience by key staff, DBE Participation plan and such other selection criteria required by Section §8-201 of the Philadelphia Home Rule Charter and accompanying Regulations in evaluating each Proposal. In the City's evaluation, the Proposal as a whole may bear more weight than the individual parts.

5.2 Selection Criteria

The following selection criteria will be used by the Selection Committee (hereinafter defined) to determine "Best Value" and to determine the Selected Respondent with which to begin the negotiation process. Note that to be evaluated by the criteria detailed below, the Respondent must meet the minimum qualifications outlined in **Section 1.17**.

5.2.1 Concession Fee and Financial Offer Criteria (25%)

5.2.1.1 Concession Fee Overview

In the context of this procurement, the concession fee is the payment made (including in-kind and monetary payments) to the City in exchange for the exclusive right to operate the Indego Bike Share program for the duration of the Concession Agreement. In accordance with Home Rule Charter Section 8-201 and the City's Procurement Department regulations, the Selection Committee will give weight to each of the criterion based on the percentages stated for each criterion, which together equal 100% (except for rounding and possible bonus where a respondent is LBE Certified).

5.2.1.2 Assessing the Concession Fee and Financial Offer

Respondents will be evaluated on the value of the Concession Agreement provided to the City (**Attachment 1**). The City will consider a variety of proposals, including fees that incorporate in-kind services or investments into the Indego program. The value of the final concession fee will be based on the monetary value of the concession fee, including the dollar-equivalent value of any non-monetary components to the concession fee. The City reserves the right to independently assess the value of non-monetary components to the concession fee. For the purpose of assessment, the City will weight the the capital contribution at 150% of its dollar value.

The work outlined in the Scope of Services (Section 3) cannot be counted toward the value of the Concession Fee.

5.2.1.3 Examples of Concession Fees

The City will consider a variety of Concession Fee Proposals, including (but not limited to) fees that incorporate one or more of the following:

- I. Minimum Annual Guarantee (MAG) Revenue: Pre-determined annual payment to the City for the right to operate the program.

- II. Revenue Share Agreement: A share of program revenue generated by the Concessionaire above or in lieu of the minimum set by the MAG.
- III. Contribution of Bike Share Equipment: Contribution of new Equipment, including bike share stations, bicycles, equipment necessary to retrofit existing equipment, and replacement equipment for bicycles and stations at the end of their useful life. At the discretion of the City, the equipment listed in this category shall become the property of the City of Philadelphia following the conclusion of the Concession Agreement.
- IV. Other In-Kind Services: The City will consider services that meet public policy and program objectives as part of the fee as long as they are not part of the Scope of Services (**Section 3**). Examples may include Programming related to bicycle education, safety, and expansion of use in low-income and minority communities; community engagement initiatives; and, workforce development programs for unemployed or underemployed Philadelphians.

5.2.2 Technical Criteria (75%)

The Respondent's technical Proposal will be evaluated based on the following items to be included in the Proposal and outlined in **Section 4.3 ("Proposal Content")**.

5.2.2.1 Experience, Expertise, Financial Capacity, Technical Capacity, and Financial Plan (20%)

I. Experience and Expertise Operating Bike Share and Technical Capacity

The Successful Respondent is expected to demonstrate experience in operating bike share. The Selection Committee will evaluate experience based on a variety of factors, including:

- Number of years the Respondent and any sub-contractors have been involved in the bike share industry.
- The types of past experience, including operations of a similar size or operating environment to Indego.
- Past performance, including feedback from references.

II. Financial Capacity

The respondent's financial capacity, stability, and solvency to execute the program.

III. Proposed Financial Plan

The "Financial Plan" (**Section 4.3.6.10**) will be used to demonstrate whether the Respondent has a suitable capacity or past experience to successfully finance operations and the Concession Fee. Due to the nature of this agreement, the City is prohibited from committing General Funding Revenue toward operations of the Indego program. The Selection Committee is open to a wide variety of financing and revenue generating strategies that it deems realistic and feasible. Respondents will be assessed on both the feasibility of the plan and value to Indego users. The Respondent must demonstrate that it has the financial and organizational capacity

to execute the Program.

5.2.2.2 Proposed Operations, Management, and Technology/Equipment (20%)

I. Operating Plan

The Respondent will be asked to demonstrate their capacity to operate a large-scale bike share system. The assessment of a Respondent's "Operating Plan", "Expansion Plan", and "Transition Plan" (**Sections 4.3.6.1, 4.3.6.2, and 4.3.6.4**) will include evaluating the quality of proposed service standards, feasibility of recommended operating approach, and any restrictions placed on the size and location of the system through the life of the contract.

II. Project Schedule

Respondents will be evaluated on their proposed contract schedule, including (but not limited to): the feasibility of the proposed schedule, the adequate transition from current contract to start of concession, and the proposed rate of system expansion the Respondent is willing to operate. The project schedule should demonstrate a smooth transition from the current operating contract, with minimal disruption.

III. Technology Plan

Respondents are encouraged to propose innovative technological solutions that could make Indego more flexible, convenient, and accessible for its customers. The following will be considered when assessing a Respondent's "Technology Plan" (**Section 4.3.6.3**):

- Compatibility with the existing system or mitigation measures related to the transition to new technology.
- Integration of technologies such as electric-assist bicycles, dock-less locking.
- Solutions that mitigate negative externalities associated with bike share, including (but not limited to): right of way enforcement, abandoned bicycles, bicycle theft and vandalism, and improper parking of bicycles.
- Experience of the proposed Equipment supplier(s), notably experience operating at a similar scale to Indego and in an urban environment similar to Philadelphia. Integration of new payment solutions, such as mobile contactless payment or compatibility with other fare media like SEPTA Key.

IV. Proposed Management Plan

The quality of the "Management Plan" (**4.3.6.8**) will be assessed, including (but not limited to): the qualifications and experience of key personnel, hiring strategies, and effectiveness of team structure.

5.2.2.3 Marketing and Community Engagement Plan (10%)

The Proposal's "Marketing and Community Engagement Plan" (**Section 4.3.6.5**) will be assessed by the Selection Committee for its approach and completeness. The Respondent should demonstrate a range of strategies that meet program goals to expand ridership, including among historically disadvantaged communities.

5.2.2.4 Responsiveness to the Scope of Services (5%)

How well does the respondent address the Scope of Services outlined in **Section 3**. In cases where the respondent deviates from the Scope of Services, are they still effectively meeting the underlying objectives of the program? Are they able to meet some or all of the optional services outlined in the Scope of Services?

5.2.2.5 Disadvantaged Business Enterprise Participation (15%)

M/W/DSBE Plan- Commitment to diversity, including past performance with M/W/DSBE firms/subcontractors, as required in **Attachment 5**.

5.2.2.1 Local Impact Certification (5%)

5.2.3 Local Business Entity Bonus (5% bonus)

5.3 Disqualification of Respondents

- 5.3.1 Collusion: If the City has reason, in its sole and absolute judgment, to believe that collusion exists among any Respondents responding to this RFP, none of the participants in such collusion will be considered.
- 5.3.2 No Proposal shall be received from, or agreement entered into with, any City employee or official who may have any direct or indirect interest financial or otherwise in such submitted Proposal or agreement.
- 5.3.3 In the event that only one Proposal is received by the City in response to this RFP, the City reserves the right to reject the Proposal and to begin the RFP process anew.

5.4 Selection of Respondent and Negotiation

- 5.4.1 Following the City's review of the Proposals, the City may select one or more Respondents with which to negotiate. The City shall notify Respondent of its selection for negotiations. The date of the Respondent's receipt of the notification of selection for negotiation is confirmed, is referred to herein as the "Selection Notification Date."
- 5.4.2 Within ten (10) calendar days of the Selection Notification Date or such longer period as the City may authorize in writing, the Respondent shall meet with the City's designated representative(s) at the places and at such times designated by the City, to negotiate, in good faith, the terms and conditions of an agreement in accordance with the terms of this RFP.
- 5.4.3 If within thirty (30) calendar days of the Selection Notification Date or such later date as the City may authorize verbally or in writing, the City and the Selected Respondent have not agreed to the terms of an agreement, the City may reject the Proposal submitted by the Selected Respondent and if in the City's sole and absolute judgment, the Respondent did not negotiate in good faith, the Proposal Security shall become the property of the City as liquidated damages, and not as a penalty. Otherwise, the Proposal Security will be returned to the Respondent.
- 5.4.4 As set forth in the Reservation of Rights in **Section 5.5** of this RFP, upon rejection of the Proposal

of a Selected Respondent, the City, at its option, may either: (a) proceed to negotiate an agreement with any other Respondent(s), or (b) reject all remaining Proposals submitted in response to this RFP with or without issuing another RFP.

- 5.4.5 Selection of a Respondent by City does not mean the Concession Agreement will be successfully negotiated and executed between the City and the Selected Respondent.
- 5.4.6 The selection of a Respondent means that the City has decided to enter into negotiations for the Concession Agreement and as set forth in the Reservation of Rights in **Section 5.5** of this RFP does not preclude the City from simultaneously negotiating with another Respondent.
- 5.4.7 The determination of the Selected Respondent shall be made by the City, in its sole and absolute discretion, which decision shall be final. The City may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary.
- 5.4.8 The City may request submission of additional information to assist it in evaluating any Proposal, and all Respondents responding to this RFP shall cooperate fully with such request.
- 5.4.9 If a Concession Agreement is awarded pursuant to this RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City's PHLContracts website (go to www.PHLContracts.phila.gov) clearly listing the names of all Respondents and identifying the successful Respondent and the basis for the award to that Respondent. This notice will appear on PHLContracts for at least one week before the agreement is executed. If a debrief is requested by an unsuccessful Respondent, the City Department or City Agency issuing this RFP will hold a debriefing.

5.5 Reservation of Rights

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

- E. To re-issue this RFP without change or modification;
- F. To supplement, amend, substitute or otherwise modify this RFP or to re-issue this RFP. In any RFP for similar services that may be issued subsequent to this RFP, to require terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- G. To cancel this RFP with or without issuing another RFP;
- H. To request additional or clarifying information or more detailed information from any firm or person at any time, including information inadvertently omitted in a Proposal;
- I. To request that some or all of the Respondents modify Proposals or provide additional information following evaluation by the City;
- J. To negotiate any or all of the terms of a Respondent's Proposal, or more than one Respondent's Proposal;
- K. To negotiate for acceptable terms in an otherwise unacceptable Proposal, such negotiations may result in changes to material terms of this RFP; in such event, the City shall not be obligated to inform other Respondents of the changes, or permit them to revise their Proposals, unless the City, in its sole and absolute discretion, determines that doing so and permitting such is in the City's best interest;
- L. To terminate any negotiations at any time and initiate negotiations with another firm and/or conduct simultaneous, competitive negotiations with multiple firms or to negotiate with several Respondents seriatim;
- M. Through negotiations, to enlarge or reduce the scope of services or to change other items that are material to the RFP. In that event, the City shall not be obligated to inform other Respondents of the changes;
- N. To enter into an agreement, in whole or in part, or enter into multiple agreements, or pursue initiatives on its own;
- O. To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable of satisfying the requirements in the RFP, or that is otherwise not a responsible Respondent;
- P. To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Respondent;
- Q. To waive any informality, technicality, defect, non-responsiveness, or deviation from the requirements of this RFP;
- R. To not proceed with the process described in this RFP, or to change any time schedules set forth herein, including without limitation the deadline for submitting Proposals in response to this RFP;
- S. To permit, reject, or require, in the City's absolute discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections to

Proposals by some or all of the Respondents following their submission of Proposals;

- T. To conduct such investigations as the City considers appropriate with respect to the financial, technical or qualifications of each Respondent responding to this RFP and any information contained in its Proposal; including without limitation on-site investigations of the facilities of any one or more Respondents, or the facilities where any Respondent performs its services or any projects performed by any Respondent;
- U. To decide not to enter into an agreement pursuant to this RFP;
- V. To require any one or more Respondents to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Respondent's sole cost and expense, addressing the Respondent's Proposal and its ability to achieve the Objective of this RFP; and
- W. To do any of the foregoing without notice to Respondents or others, except such notice as the City, in its sole and absolute discretion, elects to post on www.PHLContracts.phila.gov.

5.5.3 Interpretation; Order of Precedence: In the event of a conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

5.5.4 Headings: The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

5.6 Concession Agreement Effectiveness

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

- 5.6.1 The Concession Agreement has been signed by the Respondent and approved by the City's legal counsel;
- 5.6.2 The Concession Agreement has been executed by the City;
- 5.6.3 The Concession Agreement has been approved by Philadelphia City Council; and
- 5.6.4 The Respondent has submitted certificates of insurance in accordance with **Appendix B**.
- 5.6.5 The Respondent has provided its Performance Bond in accordance with **Section 6.17**
- 5.6.6 The Respondent has provided the proper Document Prep Fee in accordance with **Section 1.20**.

5.7 Acceptance of the Provisions of this RFP

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

by the City.

5.8 Conditions Regarding Proposals

Upon submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees that its Proposal is subject to the following conditions

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

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

Upon submission, each Proposal becomes the property of the City and will not be returned to the Respondent.

Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's Qualification Statement and References.

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

Respondents will promptly send representatives for interviews with City officials.

Respondent's Proposal shall remain open, valid and binding for acceptance by the City and in full effect for at least 240 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP. Each respondent may specify a longer period of time in its Proposal in which case that Respondent's Proposal remains open, valid and binding for the Respondent for the time period specified.)

News releases (including, but not limited to, commercial advertising) pertaining to this RFP may not be made without prior written approval of the City.

Respondents may withdraw or modify their Proposals at any time prior to the Deadline for Submitting Proposals by withdrawing their Proposal in www.PHLContracts.phila.gov. If a respondent would then like to modify their Proposal, they may do so by then re-submitting it in www.PHLContracts.phila.gov.

6 GENERAL CONTRACT PROVISIONS

6.1 Incorporation of general contract provisions in the concession agreement

Any Respondent selected to enter into a concession agreement as the result of this RFP ("Concession Agreement") shall expect the agreement to contain terms acceptable to the City for the implementation of the Indego Bike Share Program as required by this RFP and, including without limitation, terms which are substantially similar to the City-wide provisions set forth in this **Section 6**. The terms and conditions provided or described in this **Section 6** are generally required by the City in contracts for services of the type sought by this RFP. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final agreement resulting from this RFP if, in the sole and absolute judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise the Proposals based on such different or additional terms. Any reference in the provisions below in this **Section 6** to the "Agreement" or the "Contract" refer to the Concession Agreement which may result from this RFP. Any reference in the provision below in **Section 6** to the "Concessionaire" refers to the successful Respondent who has entered into the Concession Agreement.

6.2 Ethics Requirements:

6.2.1 **Ethics Requirements (Executive Order 10-16: Prohibited Gifts to City Officials and Employees.)**

6.2.1.1 The selected Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any Gift (as defined below), the receipt of which would violate Executive Order No. 10-16 issued by the Mayor of Philadelphia on October 26, 2016 under the circumstances set forth in **Section 6.2.1.2** below.

6.2.1.2 Pursuant to Executive Order 10-16, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, a "Gift" from any person who, at the time or within twelve (12) months preceding the time a Gift is received:

- a) is seeking, or has sought, official action from that officer or employee;
- b) has operations or activities regulated by the officer's or employee's department, agency, office, board or commission, or, in the case of members of the Mayor's Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch;
- c) has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action; or

d) is a "Registered Lobbyist" (as defined below).

6.2.1.3 Concessionaire understands and agrees that if it or its sub-licensees, contractors, and subcontractors offer or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 10-16, Concessionaire is subject to sanctions with respect to future City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City's Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

6.2.1.4 If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of Section **6.2.1.1** above, the Concessionaire will commit an Event of Default under the Concession Agreement and entitle the City to exercise any rights or remedies available to it under the Concession Agreement, or at law and in equity. In addition, the City shall return or discard the item given to the City officer, director, or employee.

6.2.1.5 As used in this **Section 6.2**, "Gift" means a payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel or lodging or anything of value given to, or for the benefit of, a City officer or employee, unless consideration of equal or greater value is received. "Gift" shall not include a political contribution otherwise reportable as required by law, a commercially reasonable loan made in the ordinary course of business, such as a home mortgage loan, or a gift received from a family member of the officer or employee.

6.2.1.6 As used in this **Section 6.2**, "Registered Lobbyist" means any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code, including an attorney at law while engaged in lobbying.

6.3 Tax Requirements:

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

- a) Business Income and Receipts Taxes
- b) Net Profits Tax
- c) City Wage Tax

6.3.2 Promptly following the Commencement Date, the Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account

number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> or to the Department of Revenue at Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at (215) 686-6600.

- 6.3.3 In addition to the City's tax requirements, the Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "Assessments") that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under the Concession Agreement. The Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Concessionaire's failure to timely pay all Assessments.
- 6.3.4 The City is not obligated at any time during the Term to pay any Assessments related to the Concession, the Concession Agreement, or the Concessionaire's activities under the Concession Agreement.
- 6.3.5 The Concessionaire's failure to comply with the requirements of the Concession Agreement regarding payment of Assessments, or Concessionaire's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Concession Agreement.

6.4 Insurance and Indemnification:

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

6.5 Non-Indebtedness

- 6.5.1 The Concessionaire represents and warrants that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City. Concessionaire shall not at any time during the Term of the Concession Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's

representation, warranty, and covenant in this **Section 6.2** may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

- 6.5.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire. The Concessionaire shall include the provisions in **Section 6.2** in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

6.6 Philadelphia 21st Century Minimum Wage Standard:

- 6.6.1 As the recipient of a City concession the selected Concessionaire is subject to Chapter 17-1300 of the Code, entitled "Philadelphia 21st Century Minimum Wage and Benefits Standard" (as it may be amended from time to time, the "Minimum Wage and Benefits Standard"), accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>. If Concessionaire, or any contractors or subcontractors at any tier engaged by Concessionaire to perform work or provide services under the Concession Agreement are also "Employers," as that term is defined in Section 17-1303 of the Code (more than 5 employees), then absent a waiver, during the Term of the Concession Agreement, in addition to any applicable state and federal requirements, Concessionaire shall provide, and shall enter into contracts and subcontracts and otherwise cause any contractors and subcontractors at any tier that are also Employers to provide their respective "Employees," as that term is defined in Section 17-1302 of the Code (persons who perform work for a covered Employer that arises directly out of the Concession Agreement), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

- a. Minimum Wage, an hourly wage, excluding benefits, equal to at least the higher of:
 - i. 150% of the federal minimum wage or,
 - ii. commencing as of January 1, 2016, for wages to be provided on and after each January 1 of each year until termination of the Concession Agreement, wages that are no less than the result of multiplying \$12.00 by the then current CPI Multiplier, as annually adjusted. The CPI Multiplier shall be calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, as of each January 1 by the CPI-U published as of January 1, 2015. The then-current minimum hourly wage applicable to City contractors, subcontractors and City financial aid recipients will be posted on the City's web site.
- b. Minimum Benefits
 - i. to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as

valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and

ii. provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

c. Generally. Notwithstanding the above requirements, to the extent a change in the law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage would increase the required City minimum wage due to the 150% requirement), Concessionaire shall be required to comply with the new required minimum wage within one (1) year of the date the change in the City's minimum wage law became effective.

6.6.2 The City recommends that Respondents consult their legal and financial advisors to make a determination as to whether their employees who will operate the Concession would be subject to the Philadelphia 21st Century Minimum Wage and Benefits Standard. If the Respondents' Employees are subject to the 21st Century Minimum Wage and Benefits Standard, but meet the definition of tipped employees under Pennsylvania's Minimum Wage Act of 1968, then the Respondent must pay such tipped employees a sufficient hourly wage such that when combined with the employees' average tip income, the employees earn on a daily basis, at least the current 21st Century Minimum Wage and Benefits Standard per hour.

6.6.3 If covered, absent a waiver, Concessionaire shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all contractors and subcontractors at any tier under the Concession Agreement with the requirements of Chapter 17-1300. Each contractor or subcontractor at any tier that is an Employer shall notify each affected Employee what wages and benefits are required pursuant to Chapter 17-1300.

6.6.4 Absent a waiver, an Employer subject to Chapter 17-1300 shall comply with all its requirements as they exist on the date when Concessionaire entered into the Concession Agreement with the City or when the Concession Agreement is amended. Concessionaire shall take such steps as are necessary to notify its contractors of these requirements, and to cause such contractors to notify lower-tier subcontractors that are Employers of these requirements, including, without limitation, by incorporating this **Section 6.6.4** of these General Contract Provisions, with appropriate adjustments for the identity of the parties, in Concessionaire's contracts with such contractors, and in turn, such contractor's subcontracts at any tier. Concessionaire or any contractor or lower-tier subcontractor subject to Chapter 17-1300 that fails to comply with these provisions, after notice and hearing before the Director of Finance, or such other officer or agency designated by the Mayor, may be suspended from contracts with the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 of the Code or the Concession Agreement.

6.6.5 Without limiting the applicability of **Section 6.6.5** (Default: Cure Periods, Remedies, Notice, No Non-Express Waivers) of these General Contract Provisions, Concessionaire's failure to comply, or the failure of Concessionaire's contractors or subcontractors at any tier to comply, with the

requirements of Chapter 17-1300 shall constitute a substantial breach of the Concession Agreement entitling the City to all rights and remedies available at law or in equity.

- 6.6.6 Concessionaire's covered Employees shall be deemed third-party beneficiaries of Concessionaire's representation, warranty, and covenant to the City under this **Section 6.6.6** of the General Contract Provisions (but not any other section of the Concession Agreement, including any Exhibits, Appendices or other attachments), and the covered Employees of a contractor or subcontractor at any tier that is also a covered Employer performing services directly or indirectly under a subcontract at any tier in connection with the Concession Agreement shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to the City, or to Concessionaire's contractors by their subcontractors at any tier, as the case may be, under this **Section 6.6.6** of the General Contract Provisions.
- 6.6.7 The City's Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on a concessionaire under a concession agreement with the City, other City contractors and their respective subcontractors at any tier is available on the City's website at <https://secure.phila.gov/eContract> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

6.7 Philadelphia Tax Status and Clearance Statement and Activity License Requirements

- 6.7.1 It is the policy of the City to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code.
- 6.7.2 To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to complete and return with its Proposal The City of Philadelphia Tax Status and Clearance Statement Form (included with this RFP as **Attachment 2**).
- 6.7.3 If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made within a week of being notified of their non-compliance, Respondents will not be eligible to enter into contract negotiations with the City, as contemplated by this RFP.
- 6.7.4 The Selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City codes and fails to enter into satisfactory arrangements with the City, within a week of being notified of their non-compliance, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the Selected Respondent shall be required to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these City policies into consideration when entering into their

contractual relationships with proposed subcontractors.

- 6.7.5 If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to become compliant at 215-686-6600 or revenue@phila.gov. Respondents who do not have a City of Philadelphia Business Income and Receipts Tax Account Number and Activity License Number will be required to obtain both if selected to enter into the concession agreement.
- 6.7.6 Applications for a Business Income and Receipts Tax Account Number or an Activity License may be made online by visiting The City of Philadelphia Business Services Portal <http://business.phila.gov/Pages/Home.aspx> and clicking on "PLAN." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to The City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-8686 for questions related to the Activity License.

6.8 Best Value Disclosure Requirement

This RFP offers a best value concession opportunity under City of Philadelphia Home Rule Charter Sections 8-200 and 8-201 and Philadelphia Code Title 17. Therefore, a Respondent's proposed Concession Fee is not the sole factor the City will consider in awarding the Concession Agreement. The City will consider other factors as well and may not necessarily award the Concession Agreement to the Respondent who offers the highest proposed Concession Fee. See **Section 5** for more details about how the City will award the Concession Agreement.

6.9 Philadelphia Code Chapter 17-1400 Campaign Contributions

- 6.9.1 Respondents to this RFP and the selected Concessionaire and its subcontractors, sub-concessionaires, subtenants and sublicenses, if any, are required to disclose: (i) their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); (ii) any consultants used in responding to this RFP and contributions those consultants have made; (iii) the identity of prospective subcontractors Respondent intends to use if awarded the Concession Agreement; and (iv) whether Respondent or any representative of Respondent has received any requests for money or other items of value from a City officer or employee, or (v) whether Respondent or any representative of Respondent has received any advice on particular firms to satisfy minority, woman, disabled, or disadvantaged owned business participation goals from a City officer or employee.
- 6.9.2 Respondents are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City Concession Agreement or subcontract at any tier. Respondents should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a Concession Agreement to perform the work sought by this RFP.
- 6.9.3 At their option, Respondents may require that their subcontractors disclose to the Respondents,

the subcontractors' campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included). Respondents are not required to submit these forms to the City.

6.9.4 Types of Disclosures required by Chapter 17-1400 of The Philadelphia Code:

- a) The names and contact information of any Consultants paid by the Respondent in the last year to assist in obtaining the contract opportunity, including the amount paid or, alternatively, a certification stating that no such consultants (as defined in Chapter 17-1400) were used;
- b) Campaign contributions made in the preceding two years by either the Respondent or any of their aforementioned consultants or by any persons whose contributions are attributable to the Respondent pursuant to The Philadelphia Code §17-1405 to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth (federal campaign contributions are not included) or to any political committee organized in support of any such candidate or incumbent;
- c) The names and contact information of prospective subcontractors which the Respondent intends to use during the term of the contract and the amount or percentage to be paid to each subcontractor;
- d) Whether the Proposer or any representative of the Respondent has received any requests from City officials or employees in the preceding two years for money or other items of value and, if so, the name of each official, the date of the request, the amount requested and, if payment was made in response to the request, the dates and amounts of any such payments; and,
- e) The names and titles of any City officers or employees who advised the Respondent in the preceding two years on satisfying minority-, women- or disabled-owned business participation goals, the date any such advice was given and the names of any particular persons whom the City officer(s) or employee(s) recommended to use in satisfying participation goals.

6.9.5 You will be required to disclose any campaign contributions made during the two years prior to the application deadline; however, only those contributions made on or after June 1, 2017 will count towards eligibility for that opportunity

6.9.6 This information, as well as a Proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on Appendix A of this RFP or, e-mail bid.info@phila.gov or call 215-686-4720 or 215-686-4755.

6.9.7 **Complete the on-line Campaign Contribution Electronic Disclosure Form located in the Attachment tab of PHLContracts as Attachment 6.** This completed form will be considered part of the Respondent's response. Respondents who fail to file this Disclosure Form prior to the closing date and time of the RFP will not be considered for the Concession Agreement.

6.10 LGBTQ Applicant Opportunity Data Form

- 6.10.1 As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified business into the City's vendor database.
- 6.10.2 Respondent responses are completely voluntary, and failure to return the Form will not preclude a Respondent from being awarded a Concession Agreement.
- 6.10.3 **Complete the on-line LGBTQ Applicant Data Form (included with this RFP as Attachment 7.** Respondents who wish to keep their responses private should check the box marked "confidential" in PHL Contracts when uploading their Form.

6.11 Default: Cure Periods, Remedies, Notice, No Non-Express Waivers

- 6.11.1 The Concessionaire will commit an "Event of Default" under the Concession Agreement if any of the following occurs:
 - a) Concessionaire fails to timely pay to the City any portion of the Concession Fee, or any other payment the Concession Agreement requires, or fails to timely replenish the Security Deposit; or
 - b) Concessionaire fails to timely comply with any other obligation, requirement, limitation, or prohibition applicable to Concessionaire under the Concession Agreement.
- 6.11.2 If the Concessionaire commits an Event of Default under **Section 6.11.1** above, and fails to cure the Event of default within the applicable cure period specified below, then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to the City.
 - a) In the case of an Event of Default under **Section 6.11.1(a)**, the period within which Concessionaire fails to cure the Event of Default is five (5) days after receiving written notice from the City of the Event of Default,
 - b) In the case of an Event of Default under **Section 6.11.1(b)**, the period within which Concessionaire fails to cure the Event of Default is thirty (30) days after receiving written notice from the City of the Event of Default,
 - c) In the case of an Event of Default under **Section 6.11.1(b)** that cannot reasonably be cured within thirty (30) days after receiving the City's written notice of the Event of Default, Concessionaire must actively start to cure the Event of Default within the thirty (30) days of receiving the City's notice of the Event of Default and provide clear evidence to the City of the steps Concessionaire has taken to commence the cure, and the period within which Concessionaire must complete the cure of the Event of Default is ninety (90) days after receiving the City's written notice of the Event of Default.
 - d) In the case of any Event of Default that poses a threat of an emergency or posing an

imminent harm to persons or property, as determined by the City in its sole discretion, then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to City And shall be entitled to immediately cure such default, at Concessionaire's sole cost and expense without notice from the City to the Concessionaire.

Upon termination of the Concession Agreement for an Event of Default that has not been cured as provided above, Concessionaire shall immediately surrender the License and vacate the Licensed Space and remove Concessionaire's property from the Licensed Space, and in the event Concessionaire fails to timely remove its property, the City shall be entitled to remove and dispose of such property at Concessionaire's cost and expense.

- 6.11.3 In addition to the City's rights and remedies under **Section 6.11.2** above, Concessionaire shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.
- 6.11.4 The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under **Section 6.11.2**, or immediately and without notice in the case of an Event of Default that poses a threat of imminent harm to person or property.
- 6.11.5 No breach of any provision in the Concession Agreement is waived for any reason unless the City waives it in a writing that expressly identifies itself as a waiver of a specific breach and that is signed by the Commissioner of the (name of Department). The City's waiver of any breach of any provision in the Concession Agreement is not a waiver of any subsequent breach of that same provision or any other provision in the Concession Agreement.

6.12 Compliance with Laws:

Concessionaire shall observe and comply in all respects with any and all federal, Commonwealth or local statutes, ordinances, regulations, laws, and standards, including, without limitation, environmental laws, in the development, construction, operation, maintenance and management of the Program, including the Rules and Regulations promulgated from time to time by the City and Best Value Regulations promulgated by the City.

6.13 Non-Discrimination

- 6.13.1 The Concession Agreement will be entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the Concession Agreement,

Concessionaire shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Concession Agreement, at law or in equity, terminate the Concession Agreement forthwith.

- 6.13.2 Concessionaire agrees, in performing the Concession Agreement, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.
- 6.13.3 In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Concessionaire agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, a substantial breach of the Concession Agreement entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity.
- 6.13.4 Concessionaire agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Section 3.11, Termination for Default, a substantial breach of the Concession Agreement entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

Federal Laws. Concessionaire agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, The Americans with Disabilities Act of 1990 (ADA) as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

6.14 Limited English Proficiency:

Concessionaire understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to services provided under this Agreement on the basis of that limitation. As a condition of accepting and executing this Agreement, Concessionaire shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Respondent, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Agreement are provided by the federal government, which are

applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Concessionaire shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

6.15 Confidential and Proprietary Information of the City:

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

6.16 Sales and Use Tax; Federal Excise Tax:

The City is not subject to federal, state or local sales or use tax or federal excise tax. Concessionaire hereby assigns to City all its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any materials in connection with the Agreement, and the Concessionaire, unless directed by the City, shall not file a claim for any sales or use tax refund subject to the assignment. The Concessionaire authorizes the City, or its agent, in its own name or in the name of the Concessionaire, to file a claim for a refund of any sales or use tax subject to this assignment. To the extent it may be applicable to the work under this Agreement, a contractor will covenant and agree that it shall not bill the City for or otherwise pass-through to the City for payment any Federal Excise Tax paid in connection with the work under this Agreement; in consideration of the Concessionaire's foregoing covenant, the City hereby consents to any filing by the Contractor for a refund of any Federal Excise Tax paid in connection with the work under this Agreement. The Concessionaire agrees to include the above-referenced Paragraph in any Subcontracts with Subcontractors.

6.17 Performance Bond:

The Concessionaire will be required to provide the City with a performance bond for the Agreement term as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement. Failure to secure such bonding, if required, for the term may be considered a breach of the contract and will entitle the City to all rights and remedies under the law. In lieu of the performance bond, the City may elect, in its sole discretion, to accept a "Letter of Credit" as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement.

6.18 City's Right to Inspect:

Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "Books of Records") within the City relating to the Concessionaire's management and operation of the Program. The Concessionaire shall maintain its Books and Records in accordance with the generally accepted accounting principles consistently applied. The City may inspect and audit all of the Concessionaire's Books and Records and Concessionaire's affairs at all reasonable times at the Division of Aviation, or any other place the City may require.

7 ELECTRONIC SIGNING OF PROPOSALS

Respondents' Proposals, related forms, and any other Proposal documents will not be considered submitted until unless a Consent and Authorization Agreement is electronically signed by a duly authorized representative of the Respondent and uploaded to the Respondent's vendor profile at the time of registration or attached to their first Proposal. By executing and submitting this agreement the Company consents to conduct transactions electronically, including the submission of Proposals using the method of submission provided by PHLContracts. A Proposals submitted through PHLContracts binds the Respondent to the terms of the Proposal and to make the disclosures completed **Attachment 6** of this RFP. Delivery of an executed Agreement by electronic scan is as effective as executing and delivering a printed copy of Agreement with an original signature. It is each Respondent's responsibility to make sure that its Proposal is complete and submitted to the correct City contract or concession opportunity established for this RFP before the Proposal Due Date stated on the cover page of this RFP. Any individual who submits a Proposal on the PHLContracts website must be an authorized signatory of the Respondent, authorized to both bind Respondent to its Proposal.

ATTACHMENT 1
Concession Fee Proposal Form
(Listed in the Attachments Tab of PHL Contracts)

ATTACHMENT 2**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS****THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE**

This form must be completed and returned with Respondent's proposal in order for Respondent to be eligible for award of a concession agreement with the City. Failure to return this form will disqualify Respondents Proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name		
Contact Name and Title		
Street Address		
City, State, Zip Code		
Phone Number		
Federal Employer Identification Number or Social Security Number:		
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state "none") ¹		
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state "none")*		

____ I certify that the Respondent named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

____ I certify that the Respondent named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Respondent is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.

Authorized Signature _____ Date _____

Print Name and Title _____

ATTACHMENT 3

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Respondents who seek to receive the designated points in the Proposal Evaluation Criteria in Section 6.3 regarding the City’s consideration of their proposal that they are a certified Local Business Entity or will meet the Local Impact Criteria as provided in Mayoral Executive Order No. 04-12 should check all appropriate certification options that are applicable to the respondent and sign below. Click [here](#) to view the City of Philadelphia Procurement Department’s Local Business Entity Listing.

Respondents who are currently not certified but would like to become certified should fill out the “Local Business Entity Certification Application” at: [Local Business Entity](#).

Respondents who do not meet Local Business Entity requirements but will meet the Local Impact Criteria should include in a separate section of their proposal labeled “Local Impact Certification,” a statement that the respondent believes it will meet the Local Impact criteria as set forth below.

Respondent Name: _____

Local Business Entity Certification

___ I certify that the Respondent named above is a certified Local Business Entity. (Respondents must be certified before the due date of this RFP to be considered “LBE certified” for this RFP).

Local Impact Certification

___ I certify that in the performance of a contract resulting from this RFP, the Respondent named above will employ City residents.

___ I certify that in the performance of a contract resulting from this RFP, the Respondent will perform the work in the City.

Authorized Signature Date

Print Name and Title

ATTACHMENT 4

CONSENT & AUTHORIZATION INSTRUCTIONS FORM



Thank you for your interest in www.PHLContracts.phila.gov (“PHLContracts”), the eProcurement platform for the City of Philadelphia (“City”) Procurement Department (“Department”). To submit quotes for opportunities listed on this website, you will need to register through PHLContracts. Click [here](#) for registration instructions.

In order to submit a responsive quote through PHLContracts, a vendor¹ must submit, prior to bid closing, a signed Consent and Authorization Agreement (“Agreement”). **Any quote submitted by a vendor who has failed to comply with this requirement may be deemed non-responsive and not considered by the City.**

Vendors may satisfy this requirement by attaching a scan of the Agreement (attached to these instructions) to their PHLContracts profile at time of registration—at least prior to the closing of the first bid to which the vendor intends to submit a quote. Vendors may also satisfy this requirement by including a scan of the completed signed Agreement as an attachment to their first submitted quote. **The City strongly encourages vendors to submit the Agreement by attaching it to the vendor’s profile at the time of registration.** After the executed Agreement is uploaded to the vendor’s profile, and remains in the vendor’s profile, the Agreement will not need to be submitted on a quote by quote basis.

A. Instructions for Completing the Agreement

1. Please complete the Agreement by filling in all required information.
2. Please carefully review the City’s signature requirements next to the signature line for the type of entity that applies to your company: corporation, Limited Liability Company, partnership, or sole proprietorship.
3. Sign the Agreement in conformance with the City’s signature requirements as set forth on the signature page of the Agreement.

B. Instructions for Submitting Agreement as an Attachment to Your Vendor Profile
(**Recommended**)

1. Attach a scan of the fully executed Agreement, including any attachments, to your vendor profile in PHLContracts. Go to **Maintain Organization > Maintain General Organization Information > Attachments Section > Upload.**

2. After uploading the attachment, the Seller Administrator must go to **Maintain Terms and Categories > Category: Consent and Authorization Agreement Confirmation** > select **Yes** > **Save & Exit**.

3. To confirm that your Consent Form has been accepted by the Department, the Seller Administrator of your organization can go to **Maintain Terms and Categories > Category: Consent and Authorization Agreement Received**. If this item is marked “Yes”, the vendor has Properly Submitted its Consent and Authorization Agreement.

C. Instructions for Submitting Agreement as an Attachment to Your First Quote (Alternative to B)

1. Attach a scan of the fully executed Agreement, including any attachments, along with the first Quote your organization submits through PHLContracts. To attach documents to your Quote, go to the “Attachments” tab of your Quote. Clearly mark the document as “**Consent and Authorization Agreement**” along with your vendor name.

The Seller Administrator should—as soon as possible—also attach a scan of the fully executed Agreement, including any attachments, to the vendor’s profile in PHLContracts.

2. Go to **Maintain Organization > Maintain General Organization Information > Attachments Section > Upload Agreement**

Download	File	Description	Size	Uploaded By	Uploaded Date	Confidential	Details
	Vendor 3 Price List Quote	Quote from Vendor 3 with 10% Discount	22,754 bytes	John Smith	06/03/2016 09:53:39 AM	No	

File: No file selected

Description:

- 4) After uploading the attachment, the Seller Administrator must go to **Maintain Terms and Categories > Category: Consent and Authorization Agreement Confirmation > Yes > Save & Exit.**

Terms, Categories, and Certifications - ABC Print Supply

Overall Validation Warnings

- Required Category - Consent and Authorization Agreement Confirmation selection required.

Terms

Categories & Certifications

Category: Consent and Authorization Agreement Confirmation

Description: Confirmation by Seller Admin that he/she will upload Consent & Authorization to Bid

Please select exactly one category value

Select: ☒ Yes Seller Administrator agrees to upload Consent and Authorization Agreement

Notes:

To verify your Consent Form has been accepted by the Department, the Seller Administrator of your organization can go to **Maintain Terms and Categories > Category: Consent and Authorization Agreement Received** and verify that **Yes, Vendor has Properly Submitted Consent to Bid**. If **Yes** is selected, the Department has accepted the uploaded Agreement.

Category: Consent and Authorization Agreement Received

Description: Consent form submitted and verified by Procurement Department

☒ Yes, Vendor has Properly Submitted Consent and Authorization Agreement

If you have questions regarding this requirement, please contact Procurement Customer Service at PHLContracts@phila.gov or (215) 686-4755 or (215) 686-4720 or email phlcontracts@phila.gov.

ATTACHMENT 5
O.E.O.
Economic Opportunity Plan, Solicitation and Commitment Form, Non-Profit Form
(Listed in the Attachments Tab of PHL Contracts)

ATTACHMENT 6
Mandatory Campaign Contributions Disclosure Form
(Listed in the Attachments Tab of PHL Contracts)

ATTACHMENT 7
LGBTQ Applicant Opportunity Data Form
(Listed in the Attachments Tab of PHL Contracts)

ATTACHMENT 8

RESPONDENT'S USE OF SUBCONTRACTORS

Respondent:

Solicitation #:

Subcontractor Information

*Required Fields

☐

Check here if no subcontractor(s) are to be used. List all subcontractor(s) you are planning to use if award this contract. Use multiple forms if more than one subcontractor will be utilized.

* Subcontractor Name:

*Address 1:

Address 2:

*City:

*State:

*Phone:

*Amount to be Paid:*or Percentage to be Paid:

APPENDIX A – SELECTION CRITERIA**Selection Criteria****Technical: 75% Price: 25%**

Category	Evaluation Factor	Weight
Financial Offer (25%)	Proposed Concession Fee, Capital Investment, Other Investment	25
Technical Criteria (75%)	Experience, Expertise, Financial Capacity, Technical Capacity, Financial Plan	20
	Proposed Operations, Management, and Technology/Equipment	20
	Marketing and Community Engagement	10
	Responsiveness to the Scope of Services and Objectives	5
	Economic Opportunity Plan: Strategies to provide meaningful and representative opportunities for Minority Business Enterprises, Woman Business Enterprises, Disabled Business Enterprises, and Disadvantaged Business Enterprises.	15
	Local Impact Certification	5
Grand Total (100%)		100
Bonus Criteria	Local Business Entity	+5

APPENDIX B – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. General Insurance Requirements

Unless otherwise approved by the City's Risk Management Division in writing, Concessionaire shall procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Concessionaire's performance of the Services and the delivery of Equipment and other Deliverables. Concessionaire shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Concessionaire perform any Services or other work until Concessionaire has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability and Umbrella Liability insurance policies and loss payee on the Property and Crime insurance policies. Concessionaire shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

2. Liability Not Limited by Insurance.

The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement 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 hereunder.

3. Workers' Compensation and Employers' Liability

Coverage must be in effect prior to the employment of any individuals by the Concessionaire.

(i) Workers' Compensation: Statutory Limits

(ii) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

(iii) Other states insurance including Pennsylvania.

4. General Liability Insurance

(i) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

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

5. **Automobile Liability Insurance**

- (i) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (ii) Coverage: Owned, non-owned, and hired vehicles.

6. **Umbrella Liability Insurance**

Umbrella Liability with a limit of \$5,000,000 per occurrence and annual aggregate, excess over the Employers Liability, General Liability and Automobile Liability limits.

7. **Professional Liability Insurance**

- (i) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000
- (ii) Coverage: Errors and omissions including liability assumed under Agreement
- (iii) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) year after completion of the Services.

8. **“All Risk” Property Insurance**

Coverage must be in effect prior to receipt of Equipment by Concessionaire in Philadelphia.

- (i) “All Risk” property insurance covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire’s care, custody or control, in an amount equal to the agreed valuation replacement cost with no penalty for coinsurance.
- (ii) Business interruption insurance covering loss of profits, rent and necessary continuing expenses for interruptions caused by any one occurrence covered by the insurance referred to in subsection (i) above, subject to a coverage limit of \$1,000,000.

9. **Evidence of Insurance Coverage.**

Certificates of insurance evidencing the required coverages must specifically reference the City Agreement number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1718).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Concessionaire Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Concessionaire actually begin work (or continue work, in the

case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City Agreement number and be submitted to the City's Risk Management Division at the above address. 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 written notice to Concessionaire.

10. Crime Insurance

Concessionaire shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Agreement, a fidelity bond in an amount equal to Five Hundred Thousand Dollars (\$500,000), 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 that are Five Hundred Thousand Dollars (\$500,000). The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the City, as loss payee. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9 (Evidence of Insurance Coverage) above.

11. Indemnification

Provider shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all actual losses, costs (including, but not limited to, reasonable litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Agreement, 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, intentional acts, failure to pay any Subcontractors and suppliers, any material breach of this Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). In no event shall Provider's liability for consequential, indirect, or exemplary damages exceed fifty thousand dollars (\$50,000).

**APPENDIX C
CITY OF PHILADELPHIA
CAMPAIGN CONTRIBUTION DISCLOSURE INSTRUCTIONS
AND**

***SUBCONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORMS**

*The Subcontractor Campaign Disclosure forms listed below do not have to be submitted with you RFP. They are for the Prime Respondent's internal use only.

(Disclosure forms should be submitted as a separate attachment on PHL Contracts)

For the following forms, any reference to Non-Competitively Bid Contract or contract have the same meaning as the terms "Concession Agreement" or other written legal arrangement by which the City provides an opportunity to operate a Concession on City-owned property. Any reference to "Applicant" means a Respondent submitting a Proposal to an RFP to operate a Concession on City-owned property. Any reference to "application submission date" means the Deadline for Submitting Proposals stated on the cover page of this RFP.

A selected Respondent may be referred to as a Concessionaire, Concession Manager, Concession Operator, Tenant, Subtenant, Lessee, Sublessee, Licensee, Sublicense, Subcontractor as denominated in the written legal arrangement used to authorize a person or business to operate a Concession on City-owned property.

Page Break

Mandatory Campaign Contribution Disclosure Requirements

As part of the mandatory application, Respondents must complete the online disclosure form for information on contributions the Respondent and other affiliated organizations or individuals have made. Please consider this advice when completing your application.

1. All contribution information **MUST** be entered in the form provided in PHL Contracts. There are only 4 blocks to fill in for each area. If additional blocks are needed, please provide information in another format (e.g. MS Excel or MS Word attachment). Please do not use pdf.
2. Review the FAQ's and the overviews on contributions and attributions prior to completing the contribution disclosure form. Review of and adherence to the attribution rules is critical. Respondents are required to provide campaign contribution information for affiliated entities, as described in Chapter 17-1400 of the Philadelphia Code.
3. It is expected that disclosure forms from the same organization or individual will be consistent across applications and that each affiliated organization or individual will be following the required attribution rules when completing their disclosure forms.
4. Respondents are required to disclose contributions for the two years prior to the application deadline.
5. Contributions that must be reported include those made to candidates and incumbents on the state and local level in the Commonwealth of Pennsylvania.

For each Best Value contract opportunity advertised on PHL Contracts, Respondent must complete the required contribution disclosure form with attention to the appropriate attribution rules. It is the Respondent's responsibility to answer every question on each disclosure form thoroughly. Accurate completion of the disclosure forms is a requirement of applying for any contract opportunity announced by the City of Philadelphia. Failure to provide all required information on the disclosure forms will result in the disqualification of your proposal. Respondents must verify information prior to submitting disclosure forms and the related proposal.

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APPENDIX D – EQUIPMENT INVENTORY**Indego Equipment Inventory: Equipment Purchased Since 2015**

Year	Kiosks	Docks	1.0 Bicycles	2.0 Bicycles	E-bikes
2015	75	1,425	1,000	0	0
2016	30	640	0	50	0
2017	21	420	0	260	0
2018	8	310	0	250	0
2019	12	300	0	0	456
Total	146	3,095	1,000	560	456

*Updated 07/17/2019***Station Electrification**

Station Type	Number of Stations
Electrified Stations	24
Solar Stations	108
Total	132

Updated 07/17/2019

APPENDIX E – EXISTING SYSTEM INFORMATION

Please use the following links to learn more about the existing Indego Bike Share System in Philadelphia.

- Indego Bike Share Program <http://www.phillyotis.com/portfolio-item/indego/>
- Indego Bike Share 2018 Business Plan Update http://www.phillyotis.com/wp-content/uploads/2018/10/2018_IndegoPlan_Full_Final.pdf
- Indego Bike Share Ridership Data <https://www.rideindego.com/about/data/>
- [Indego Bike Share Station Specifications](#)

City of Philadelphia Additional Resources

Respondents are encouraged to tailor information to the specific needs and context of the City of Philadelphia. Wide research is recommended, but the following reports should be consulted at a minimum.

- [2019 State of Center City Report – published by Center City District](#)
- [Philadelphia City Planning Commission Comprehensive and District plans](#)
- [Philadelphia 2035 Plan](#)
 - [Central District Plan](#)
 - [Lower North District Plan](#)
 - [South District Plan](#)
 - [University Southwest District Plan](#)
- [Better Bike Share Partnership Website](#)
- [2013 Philadelphia Bike Share Strategic Business Plan](#)
- [2009 Philadelphia Bike Share Concept Study](#)

APPENDIX E – ADVERTISING POLICY

CITY POLICY FOR MUNICIPAL ADVERTISING ON BIKE SHARE SYSTEM

This policy addresses commercial and public service advertising on the Bicycle Sharing System, defined below. Any advertising space on Bicycle Sharing System, or as authorized under any contract with the City, is a nonpublic forum.

1. General Definitions.

Advertisement: Any printed matter, including, but not limited to, words, pictures, photographs, symbols, graphics or visual images of any kind, or any combination thereof, promoting or soliciting the sale or the use of a product or service or providing other forms of textual or visual messages or information, but in no event shall it include any textual information that is required to be posted on any Equipment by any federal, state or local law, rule or regulation, or by this Agreement.

City: The City of Philadelphia.

Bicycle Sharing System: All structures, bicycles, motor vehicles, printed material, web sites and other physical or on-line assets included in the agreement for a Bicycle Sharing System on which the Sponsorship Broker has the right place Advertisements.

Commercial Advertisement: An Advertisement for which a private individual or entity pays a fee to display that Advertisement on the Bicycle Sharing System.

Managing Director: The Managing Director of the City of Philadelphia or his or her designee.

MDO: The Office of the Managing Director of the City of Philadelphia.

Public Service Advertisement: An Advertisement that is issued by a governmental entity or other organization for the purpose of providing information to the public and for which a fee is not required.

2. Managing Director Approval Required.

No person shall post or display any Advertisement on Bicycle Sharing System without the express written consent of the Managing Director and in such a manner as prescribed by the Managing Director. An agreement executed by the Managing Director or his designee for Sponsorship and Advertising brokerage services will be deemed approval, provided the Advertising meets the requirements of Section 3 and Section 4 of this Policy and the executed agreement.

3. Commercial Advertisements. The Bicycle Sharing System may display Commercial Advertisements subject to the following guidelines.

The MDO will not accept the following Commercial Advertisements for display on Bicycle Sharing System:

- i) Advertisements that do not propose a commercial transaction;
- ii) Advertisements relating to the sale or use of alcohol, tobacco products, or firearms;

- iii) Advertisements that relate to sexually-oriented businesses or products;
- iv) Advertisements that are obscene or pornographic;
- v) Advertisements relating to political campaigns or ballot measures;
- vi) Advertisements that are false, misleading, defamatory, or infringe on any copyright, trade or service mark, title, or slogan.

4. Public Service Advertisements.

Public Service Advertisements on City Properties are limited to the following:

- i) Community, art, cultural, educational, or health-related events, programs, or initiatives;
- ii) The use of City services;
- iii) City tourism initiatives;
- iv) Public safety;
- v) Emergency planning and preparedness;
- vi) The greater Philadelphia area and economy.

APPENDIX G – CURRENT USER AGREEMENT FOR CONFIDENTIALITY OF INFORMATION

Confidentiality of Information.

All personally identifiable information that is held by the Operator and pertains to Riders, including all names, addresses, phone numbers, email addresses, credit and debit card numbers, membership numbers, and card numbers will be kept confidential by the Operator; provided, however, that (i) if there is any accident where a Rider is unable to communicate personal information to the appropriate authorities, then the Operator may, in its sole discretion, provide the Rider's name, address, phone number, and other important information to such authorities, (ii) if the Operator receives a subpoena from any court or other authority, then the Operator will provide all requested information in accordance with applicable law, and (iii) the Operator may disclose aggregate and other data about Riders in accordance with applicable law, including, without limitation, general latitude and longitude data for Rider addresses (provided this would not allow any individual's address to be separately identified), (iv) the Operator may disclose individual data to a third party upon Rider's express permission and consent.