



**PROPOSED CONCESSION FOR CITY OF
WILKES-BARRE, PENNSYLVANIA PARKING
SYSTEM**

Request for Qualifications

May 18, 2012

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SECTION 1

Introduction

1 INTRODUCTION

1.1 Transaction Overview

The Wilkes-Barre Parking Authority (the “Authority”) has engaged Fox Rothschild LLP (“Fox Rothschild”) as special counsel to assist in the evaluation of a potential long-term concession arrangement (the “Concession”) of the Authority’s and the City of Wilkes-Barre (the “City”) parking garages and a parking lot (the “Parking Garage and Lot System”), as well as the City’s on-street parking (“the “Metered Parking System” and, together with the Parking Garage and Lot System, the “Parking System”). Specifically, the Parking System consists of:

- 800 spaces of on-street, single-space meters with the present intention to authorize an additional 30 spaces of on-street, single-space meters on Public Square
- 2,113 garage spaces
- 160 surface lot spaces

The Concession for the Parking Garage and Lot System will be structured as a contractual relationship between the Authority and a private concessionaire (the “Concessionaire”) in which the Authority shall grant certain operating, management and revenue collection rights to a Concessionaire for 30 or 50 years in exchange for an upfront payment. The Concessionaire shall assume certain obligations with respect to the operation, maintenance, management and future development of the Parking Garage and Lot System.

The Concession for the Metered Parking System will be structured as a contractual relationship between the City and the Concessionaire in which the City shall grant certain operating, management and revenue collection rights to a Concessionaire for 30 or 50 years in exchange for an upfront payment. The Concessionaire shall assume certain obligations with respect to the operation, maintenance, management and future development of the Metered Parking System.

Wilkes-Barre has the fourth largest downtown city workforce in the Commonwealth of Pennsylvania. The Parking Concession Area (see map set forth as Exhibit 1) where the Parking System is located is in the heart of Wilkes-Barre’s rejuvenated downtown.

Authority and City Objectives. The City of Wilkes-Barre and the Wilkes-Barre Parking Authority seeks to accomplish the following key objectives with this transaction:

- Optimize utilization of parking assets
- Optimize coordination and efficient management of municipally owned parking operations in the City’s downtown
- Increase quality of service for users

1 INTRODUCTION

1.1 Transaction Overview (cont'd)

- Modernize outdated equipment and parking assets
- Free up funds to invest in public safety and infrastructure

Approval of the Transaction by Mayor, Parking Authority and City Council. At the request of the Mayor, the Authority approved the issuance of the Request for Qualifications at its April 26 meeting. City Council unanimously adopted a resolution approving issuance of the Request for Qualifications at its April 12 meeting. It is presently anticipated that City Council will consider a second resolution that will be intended to provide final authorization of the transaction.

Current Rate History. Parking garages rates were frozen for four years until they were increased on January 1, 2012 from \$55 per month to \$70 per month. Parking meter rates of 75 cents per hour have not increased in five years.

Planned Rate of Rate Increases. Monthly parking garage rates would not increase until January 1, 2014 when they could annually increase by the higher of 5% or the increase in the Consumer Price Index in the Northeastern United States. Parking meters would increase 25 cents on January 1, 2013, 25 cents on January 1, 2015, 25 cents on January 1, 2017, and thereafter could annually increase the higher of 5% or the increase in the Consumer Price Index in the Northeastern United States.

Parking Tax. The Concessionaire will pay the parking tax of \$100 annually plus \$1 per space plus 8% per transaction. Any increase in the stated Parking Tax would be a Concessionaire Compensation Event (defined below).

Parking Enforcement. The Concessionaire will be authorized to issue parking tickets at its own expense, the revenues from which would be collected and retained by the City. In addition, the current fine amount of \$10 would increase to \$20 on January 1, 2013, and subsequently increase \$5 every 4 years.

Minimum Bid. \$20,000,000 for 30 years and \$30,000,000 for 50 years.

Physical Condition Assessment. To be prepared for the Authority and the City by Desman Associates. The Concessionaire shall be responsible for all capital improvements with respect to the Parking System as required by the Operating Standards (to be defined in the Concession Agreement), which include Required Capital Improvements (to be defined in the Concession Agreement). Such amounts shall be covered by a Letter of Credit to be delivered to the Authority at closing for such purposes.

Revenue and Expense Projections. To be prepared for the Authority and the City by Desman Associates.

Other Concessionaire Revenues. The Concessionaire may utilize up to twenty percent (20%) of the space in parking garages other than the Intermodal Garage for Allowable Service Concessions to be defined in the Concession Agreements) including: advertising, electronic charging stations, convenience food vendors, small convenience kiosks and newsstands, hand car wash facilities, dry-cleaning facilities, car rental facilities, ATM machines, but no parking spaces may be eliminated. No space may be utilized for the sale of gasoline or automobile accessories. That portion of the parking facility used to derive the additional revenues would be subject to the real estate tax applicable to commercial properties. Existing Allowable Service Concessions shall inure to the benefit of the Concessionaire. For any Allowable Service Concessions put in place after Closing, gross revenues shall be split 75-25 with 75% going to the Concessionaire and 25% to the City.

Concessionaire Compensation Events. Among the Concessionaire Compensation Events are: (i) any Competing Parking Action (to be defined in the Concession Agreement) where a public parking garage or lot is constructed in the Competing Parking Area (to be defined in the Concession Agreement); (ii) changes in Operating Standards, excluding certain changes made to comply with a new law; (iii) a reduction in the Schedule of Parking Rates (to be defined in the Concession Agreement); (iv) the imposition of a Parking Tax in excess of 8%; (v) failure to adhere to the Enforcement Standards (to be defined in the Concession Agreement); or (vi) any Adverse Action (to be defined in the Concession Agreement) by any governmental entity which has the effect of having a material adverse effect on the fair market value of the Concessionaire Interest (to be defined in the Concession Agreement). Private development of the Sterling Hotel or other private economic developments which include parking do not trigger a Concessionaire Compensation Event. Payments due the Concessionaire under the Concession Agreements, including payments with respect to Concessionaire Compensation Events, shall be the financial responsibility of the City.

Role of the Authority During the Concession Period. During the Concession Period (to be defined in the Concession Agreement), the Authority shall provide quarterly reports to the City and City Council with respect to the operation of the Parking Facilities under the Concession Agreements based solely on information provided by the Concessionaire. Payments due the Concessionaire under the Concession Agreements, including payments with respect to Concessionaire Compensation Events, shall be the financial responsibility of the City. The Authority shall receive sufficient funds annually to carry out its responsibilities under the Concession Agreement.

1 INTRODUCTION

1.2 Overview of RFQ and Transaction Process

Overview of Request for Qualification (“RFQ”)

This RFQ requires prospective bidders who meet the qualifications set forth herein (“Bidders”) to formally express their interest in bidding on a Concession of the Parking System. Section 2 of this RFQ provides an introductory description and detailed investment highlights of the Metered Parking System. Section 3 summarizes required Bidder qualifications and relevant evaluation criteria and lists the RFQ submission requirements and procedures for those interested in bidding on the Concession. Please note that Bidders may elect to team with others but are not required to do so at this stage.

Those interested in bidding on the Concession must respond to this RFQ no later than 5pm EST on June 8, 2012.

Based on the RFQ submissions, a committee formed by the Authority and the City will determine those Bidders that are qualified to bid on the Concession. There will be no restriction as to the number of Bidders that may qualify under this pre-qualification process.

Overview of Bidding and Concession Process

After the Project Partners review the RFQ submissions, Bidders that the Project Partners deem qualified will sign a Confidentiality Agreement and receive a Confidential Information Memorandum providing additional information about the Parking System and the bidding process. Qualified Bidders may be asked to submit preliminary, non-binding bids for evaluation. Qualified Bidders will also have the opportunity to conduct due diligence of the Parking System through:

- i. Access to a data room;
- ii. Bidder meetings with the Project Partners;
- iii. Presentations about the Parking System; and
- iv. A review and discussion of the Parking System Concession Agreement and related documents.

Following this process, Bidders will submit final, binding bids in accordance with procedures to be provided. Bidders may be required to comply with certain other requirements before submitting last and final bid.

The Project Partners reserve the right to reject any and all bids, to waive technical defects, irregularities or any informality in bids, and to accept or reject any part of any bid at their discretion. The Project Partners also reserve the right to postpone the date on which bids are required to be submitted, or to take any other action it may deem in its best interests.

1.3 Transaction Structure and Project Partners

**Structure of the Metered
Parking System
Concession**

The Concession of the Metered Parking System will likely be structured as a contractual relationship between the City and a private concessionaire in which the City shall grant certain operating, management and revenue collection rights to a Concessionaire for a specified period of time in exchange for an upfront payment. The Concessionaire also shall assume certain obligations with respect to the operation, maintenance, management, and future development of the Metered Parking System, such as financing specified new fixed investments during the period and for providing certain services associated with the Metered Parking System among others.

**Structure of the Parking
Garage and Lot System
Concession**

The Concession for the Parking Garage and Lot System will be structured as a contractual relationship between the Authority and a Concessionaire in which the Authority shall grant certain operating, management and revenue collection rights to a Concessionaire for 30 or 50 years in exchange for an upfront payment. The Concessionaire shall assume certain obligations with respect to the operation, maintenance, management and future development of the Parking Garage and Lot System.

Project Partners

City of Wilkes-Barre

Wilkes-Barre has the fourth largest downtown workforce in the Commonwealth of Pennsylvania. The Parking Concession Area (see map set forth as Exhibit 1) where the Parking System is located is in the heart of Wilkes-Barre's rejuvenated downtown.

Downtown Wilkes-Barre is experiencing a remarkable economic turnaround that can help fuel a rebirth of the entire city. Since 2004, 53 new businesses have started up in the city and a once declining business center is now on the rise. The Frontier Building and the Bicentennial Building on Public Square are at full capacity, a dramatic improvement from when they struggled to attract and retain tenants. Today, over 15,000 people work in downtown Wilkes-Barre daily, making it the fourth largest downtown business center in the state, according to the Bureau of Labor Statistics.

Availability and convenience of parking in the downtown business district is an essential element in the fulfillment of this economic vision. The four downtown parking garages have enormous untapped potential. Wilkes-Barre has a growing downtown workforce, two colleges within the concessionaire competing area, and an array of retail, restaurant, and entertainment venues that bring tens of thousands of people into the city year-round. The city must have a sufficient pool of convenient parking opportunities to meet this current demand and accommodate for future growth.

1 INTRODUCTION

1.3 Transaction Structure and Project Partners (cont'd)

Wilkes-Barre Parking Authority

The Authority was established under the Parking Authorities Law, 55 Pa. C.S.A. § 5501 et seq. It has a five-member Board appointed by the Mayor. It owns Central Garage, East Garage and North Garage, as well as Lot 6. It currently employs LAZ Parking to manage its parking facilities under a Management Contract terminable September 16, 2012.

SECTION 2

Parking System Description

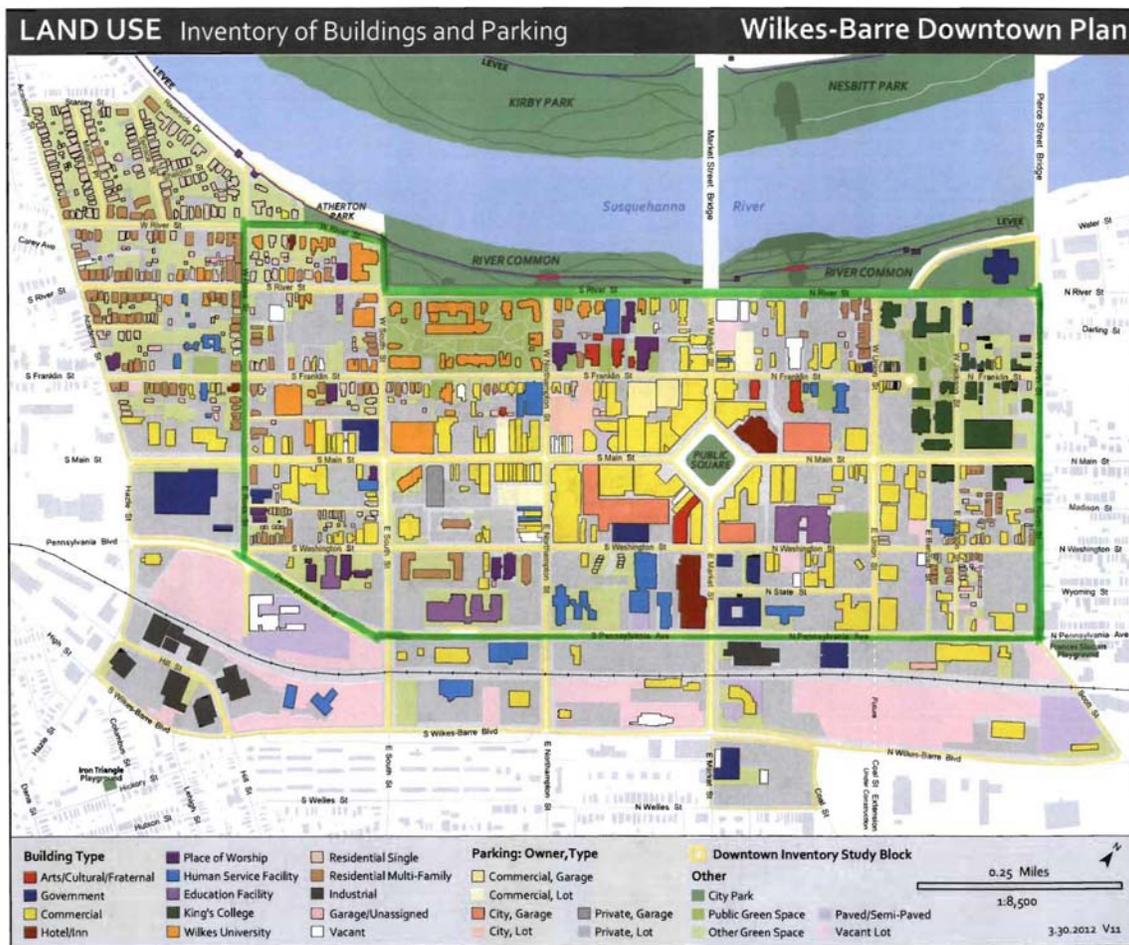
2 PARKING SYSTEM DESCRIPTION

2.1 Parking Garage and Lot System

Parking System Garages and Surface Lots

Exhibit 1 below shows the location of the garages and surface lots included in the Parking System, along with the Parking Concession Area. The Parking Concession Area extends from North Street on the North, Pennsylvania Avenue on the East, Ross Street on the South, and River Street to Ross Street and West River from River Street to Ross Street on the West. No new governmental owned public parking garages, lots or meters may be located in the Competing Parking Area without giving rise to a Concessionaire Compensation Event

Exhibit 1: Map of Garages and Surface Lots in the Parking System



2 PARKING SYSTEM DESCRIPTION

2.1 Parking Garage and Lot System (cont'd)

Exhibit 2 provides a description of some of the garages included in the Parking System. Exhibit 3 provides a description of the surface lot included in the Parking System for purposes of this RFQ. Rates in parking garages had been frozen for four years. The rates were increased on January 1, 2012 from \$55 per month to \$70 per month. Monthly parking garage rates would not increase until January 1, 2014 when they could annually increase by the higher of 5% or the increase in the Consumer Price Index in the Northeastern United States.

Exhibit 2: Garage Parking Summary Information

Garage Name	Intermodal Garage	Central Garage	East Garage	North Garage
Location	S. Main Street and S. Washington Street	48 S. Main Street	15 N. Washington Street	30 N. Main Street
No. of Spaces	752	397	280	684
Current Hours	24 Hours	24 Hours	24 Hours	24 Hours
Monthly Rate	\$70	\$70	\$70	\$70
Hourly Rate	\$1.50	\$1.50	\$1.50	\$1.50

Exhibit 3: Surface Lot Parking Summary Information

Lot Name	Lot 6
Location	Northampton Street
No. of Spaces	160
Surface Type	Paved
Current Hours	6 AM to 11 PM
Monthly Rate	\$70
Hourly Rate	\$1.50

Exhibit 4: Historical Garage and Lot Parking System Financial Summary

	2009	2010	2011	2012 (<i>1st Quarter</i>)
Operating Revenue	\$1,210,115	\$905,719	\$1,022,944	\$336,014
% Growth	2.7%	-2.8%	13%	
Operating Expenses	\$1,145,427	\$1,088,219	\$1,001,225	\$243,142
Management Fee	\$50,700	\$50,700	\$50,700	
% Growth	2.4%	-5%	-7%	
EBITDA	\$110,164	-\$182,500	\$21,719	\$92,872
% Margin	8.8%	-20%	2.1%	

2 PARKING SYSTEM DESCRIPTION

2.1 Parking Garage and Lot System (cont'd)

Exhibit 5: Existing Leases in Parking Garage and Lot System

Lessee	Garage	# of Space	Monthly Rate	Commencement Date	Expiration Date
1. Blue Cross of Northeastern PA	North Garage	476	\$55	July 2008	July 2012
2. Greater Wilkes-Barre Development Corp. PA Dept. of Environmental Protection	North Garage	111	\$70	April 26, 1995	Month-to-month
3. Washington Street Renewal Associates	Intermodal Garage	296	\$59.25 until November 2015, then \$71.50	November 17, 2005	November 2020
4. Wilkes-Barre Center Associates (Commonwealth Telephone)	Intermodal Garage	350	\$40 to be increased each October 1 by the increase in the CPI for August 1 as compared to the CPI for August 1 of the prior year	October 6, 2000	October 2020
5. Wilkes-Barre Center Associates (Commonwealth telephone)	Central Garage	12	Free	April 30, 2007	July 31, 2026
6. South Main Street Redevelopment		500	Free for 3 hours while at theatre	August 17, 2004	None

2 PARKING SYSTEM DESCRIPTION

2.2 Metered Parking System

Description of the Metered Parking System

The City’s 800 on-street parking meter facilities are owned and operated by the City, all of which are in the Concession Area (see Exhibit 1). The meters are all pole mounted single-space meters. Potential revenue upside could be derived from upgrading the equipment to increase flexibility of parking rates and ease of enforcement, and introducing more payment options such as credit card, smart card, and payment-by-phone options. Parking meter enforcement is currently carried out by the City. As part of the Concession, the Concessionaire will conduct meter-related ticketing activities. City employees previously carrying out such enforcement efforts will be reassigned. However, the City will retain control of all adjudication activities.

Authorization for Additional Meters

The City presently anticipates authorizing the Concessionaire to install an additional 30 meters on the Public Square.

Current Rate History

Parking meter rates of 75 cents per hour have not increased in five years.

Planned Rate of Rate Increases

Parking meters would increase 25 cents on January 1, 2013, 25 cents on January 1, 2015, 25 cents on January 1, 2017, and thereafter could annually increase the higher of 5% or the increase in the Consumer Price Index in the Northeastern United States.

Gross Revenues of the Metered Parking System

- Strong Operating Locale in Wilkes-Barre: Gross Revenues from the 800-meter Parking Meters System for the past five years has been:

2007	\$395,319
2008	\$413,871
2009	\$363,517
2010	\$348,253
2011	\$350,953
2012	\$ 91,925*

* 1st Quarter Results

2.3 City of Wilkes-Barre Investment Highlights

Metered Parking System Investment Highlights

The Project Partners believe that the Metered Parking System presents a highly attractive investment opportunity given its locations within the City, potential for parking rate increases, technology improvements, and favorable infrastructure characteristics. While the Metered Parking System is a significant source of stable cash flows to the City, the City believes that a Concession will maximize the financial return from the Metered Parking System because a private concessionaire may be able to derive substantially more economic value from the assets while providing excellent service for Metered Parking System customers.

The City of Wilkes-Barre has seen over \$150M in public and private development in the concession area over the last five years. Wilkes-Barre also is overhauling the downtown's look and feel, investing heavily in new trees, benches, streetlights, and sidewalk improvements. The city completed four phases of a Streetscape Enhancement project to improve pedestrian safety and make the downtown more inviting. By the end of 2012, the city will complete Phase V of the Streetscape Enhancement project, which will bring the total investment to \$10 million. The project has been cited by many business employers as a reason to locate their business in the city. It is part of the city's vision of the downtown district as an 18-hour community that would attract businesses and jobs, but also encourage residents and visitors to shop in retail stores and dine downtown.

Availability and convenience of parking in the downtown business district is an essential element in the fulfillment of this economic vision. The four downtown parking garages have enormous untapped potential. Wilkes-Barre has a growing downtown workforce, two colleges within the concessionaire competing area, and an array of retail, restaurant, and entertainment venues that bring tens of thousands of people into the city year-round. The city must have a sufficient pool of convenient parking opportunities to meet this current demand and accommodate for future growth.

2 PARKING SYSTEM DESCRIPTION

2.3 City of Wilkes-Barre Investment Highlights (cont'd)

- Commuter Destination: The downtown has more than weathered the national recession and is poised for greater success as the economy brightens. It is an accessible and convenient destination for hundreds of thousands of northeastern Pennsylvanians. Wilkes-Barre, with a population of over 43,000, is the county seat of Luzerne County and the hub for its nearly 321,000 people. Access and convenience are important to the county's residents: 75% commute to work in less than 30 minutes, according to the Bureau of Labor Statistics. We know that commerce and commutes do not stop at county lines, increasing opportunities for downtown growth: more than half a million people live in the greater Scranton/Wilkes-Barre Metropolitan area and 2.5 million people live within a 50 mile-radius of downtown Wilkes-Barre.
- Metered Parking System Improvements: In 2011, the city commissioned a pilot study of its parking enforcement operations on 45 meters in the downtown district around Public Square and down South Main Street using a new computer-based monitoring and enforcement technology. The 6-month study showed unequivocally that there is existing revenue in the parking system that can be realized through effective enforcement without raising any fees or penalties. The daily meter revenue prior to the test was \$69.41 for the 45 meters studied. After the test concluded, the daily meter revenue for the 45 test meters increased to \$146.72. The increased revenue was less the result of increases in ticket writing (minimal ticket writing increases of 1.8 tickets per meter during the test compared to 1.2 tickets daily per meter pre-test), but rather a more visible and vigilant parking enforcement presence downtown.
- Growing Potential: Turnover of spaces increased 85%, which has significant economic benefits for the city and local businesses. A National League of Cities study estimates that the average person visiting a city's central business district spends \$45 per visit. During the test alone, that equates to 5.62 additional visits per space daily multiplied by 45 parking spots equal 253 additional visitors per business day. The boon to the local economy is \$11,380 new retail revenue daily. This snapshot of the city's parking operations is just a glimpse of the potential that this market has to offer.

2 PARKING SYSTEM DESCRIPTION

2.3 City of Wilkes-Barre Investment Highlights (cont'd)

- Prospective Economic Development: The historic Hotel Sterling was built in 1897, and has been closed for over a decade. The City is actively pursuing development of a hotel-mixed use project on the site which is located in the Parking Concession Area. Once completed, such a development would enhance the economic vitality of the riverfront portion of the Parking Concession Area.
- Near-Term Capital Expenditures: The Concession Agreement will provide opportunities for the Concessionaire to invest in efficient, state-of-the-art parking meter technology and parking garage systems during the term of the Concession.

SECTION 3

**RFQ Submission Requirements and
Procedures**

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.1 Bidder Qualification Requirements and Evaluation Criteria

This RFQ is open to prospective Bidders who seek qualification to bid on the Concession of the Metered Parking System and the Parking Garage and Lot System. Qualification will be based on a determination by the Project Partners that the Bidder meets the requirements highlighted below. Upon receipt, all RFQ submissions will be reviewed for completeness in accordance with the submission requirements highlighted in Section 3.2 of this RFQ.

At the end of this completeness review, the Project Partners will assess each Bidder's qualifications in the areas of technical capability and financial capability with respect to the standards set forth in this RFQ. There will be no requirement on Bidders to form a team with others and no restriction as to the number of Bidders that may qualify to bid on the Concession. Qualified Bidders may be encouraged to form a team at a later stage if they do not propose a team member, and the Project Partners reserve the right to provide recommendations regarding team composition. Other changes in the composition of a Bidder, if the Bidder is comprised of more than one entity (e.g., joint venture, partnership, etc.) ("Bidder Member"), are subject to the prior consent of the Project Partners.

Technical Capability

The evaluation of technical capabilities will address whether the RFQ submission adequately responds to the technical capability requirements of the Concession. The Project Partners will particularly focus on the following areas of expertise:

- Operation and maintenance
- Customer service
- Undertake required capital improvements
- Safety and security

Financial Capability

The evaluation of financial capabilities will address whether the RFQ submission adequately responds to the financial capability requirements of the Concession. The Authority will particularly focus on the following areas:

- Financial capability to fund all payments due under the Concession arrangements and to maintain and upgrade the Parking System;
- Ability to secure all necessary financing without any contingencies.

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.2 RFQ Submission Requirements and Procedures

Overview of Requirements

Prospective Bidders that anticipate responding to this RFQ shall indicate their intention as soon as possible by providing contact information via e-mail to the representative of the Authority listed below. RFQ submissions should comply with the format provided under “Format and Required Information for RFQ Submission” in Section 3.3. Additional information not specifically related to the Concession Agreements or this RFQ should not be included. *All questions or requests for information regarding this RFQ should be directed only to the representative of the Authority as listed below. Questions regarding the RFQ should be submitted no later than 5pm EST on June 1, 2012. Please DO NOT contact any other officials or related parties of the Project Partners.*

Alan F. Wohlstetter, Esquire
Fox Rothschild LLP
2000 Market Street, 20th Floor
Phone: (215) 299-2834
AWohlstetter@foxrothschild.com

No Liability for Costs

The Project Partners and Fox Rothschild are not responsible for costs or damages incurred by Bidders, members of a Bidder, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and participating in any conferences, oral presentations, or negotiations.

Modification and Termination Rights

The Project Partners reserve the right to modify or terminate the solicitation at any stage if the Project Partners determine such action to be in their best interests. The receipt of proposals or other documents at any stage of either the RFQ or the bidding process will in no way obligate the Project Partners to enter into any contract of any kind with any party.

No Bid-Rigging

Bid-rigging, collusion or any other anticompetitive activity is prohibited under the Pennsylvania Procurement Act (62 Pa. Cons. Stat. § 562; 62 Pa. Cons. Stat. § 4501 *et seq.*).

No Suspension or Debarment

The party responding to this RFQ certifies that neither it nor those within its Bidding Team are under suspension or debarment by any governmental entity, instrumentality, or authority.

3.2 RFQ Submission Requirements and Procedures (cont'd)

No Gratuities

Prospective Bidders shall not offer, give, or agree or promise to give any gratuity to any representative of the Project Partners or to any other person acting at the direction or request of the Project Partners or any of their representatives. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

No Pecuniary Benefit

Prospective Bidders shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as considered for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by the Project Partners in connection with this RFQ.

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.3 Format and Required Information for RFQ Submission

All RFQ submissions should follow the format outlined below

- 1) Cover Page (to include identification of all Bidder Members)
- 2) Cover Letter (2 pages maximum)
- 3) Table of Contents
- 4) Executive Summary (Optional)
- 5) Concession Period: Bidders should specifically state the Concession Period for which they are seeking qualification: 30 years or 50 years.
- 6) Bidder Information
 - a) Description of Bidder: Provide a description of the Bidder, including a description of all Bidder Members and the anticipated legal relationship (governance and capital structure) among the members (e.g., partners, shareholders, client-consultants, subcontractors, etc.) as appropriate. All equity investors should be identified.
 - b) Roles of Bidder Members and Key Personnel: Briefly outline the roles of the Bidder Members and key personnel. In doing so, please ensure that all the requirements as detailed in Section 3.1 are addressed.
 - c) Operator: Specifically identify the entity or entities that will act as operator of the Parking System under the proposed Concession Agreements. Bidders may employ different operators for the Parking Garage and Lot System Concession and the Metered Parking System Concession.
 - d) Contact Person: Provide a single contact person for all future communication between the Advisor and the Bidder. Please identify the contact person's name, title, organization, address, telephone number, fax number, and email address.
 - e) Controlling Interest: Identify the individuals or companies who hold a major or controlling interest in each Bidder Member.
 - f) Expected Advisors: Identify the companies and individuals who are expected to act as legal, financial, or other advisors for the Bidder.
 - g) Comparable Projects: Provide a list of comparable projects in which Bidder Members have participated, if any. Bidders should specify how these comparable projects relate to the proposed Concession Agreements.

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.3 Format and Required Information for RFQ Submission (cont'd)

- h) Any Concession Agreement will include a requirement that there be no discrimination on the basis of race, color, ethnicity, national origin, religion, creed, sex or sexual orientation in connection with the award or performance of any contract pursuant to the proposed transaction.
 - i) Describe participation or anticipated participation by small disadvantaged businesses or small businesses located in the City in your Bidding Team.
 - j) References: Provide a list of Bidder Member References. These references should be able to describe the relevant qualifications and capabilities of Bidder Members seeking to take a leading role in the operation and maintenance of the Parking System.
- 7) Technical Capability: Bidders should address the following areas with respect to technical capability:
- a) Operations and Maintenance Expertise: Bidders must provide evidence demonstrating their ability to operate and maintain a Parking System of this nature and scope. Specifically, the Bidder should have:
 - i) substantial urban parking facility maintenance and operation experience
 - ii) advanced knowledge of parking facilities maintenance, repair, construction, and practical application of equipment and materials in parking facility operations
 - iii) demonstrated understanding in parking facility aging behavior to assess and determine the applicability of remedial maintenance action
 - iv) all the capabilities necessary to successfully operate and maintain the Parking System including routine maintenance, operations management, parking fee management and operations, administration, marketing and public relations, and parking operations
 - b) Customer Service: Bidders must demonstrate their commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Bidder must highlight its experience and qualifications providing excellent customer service to the public. Bidders may at their option include additional information concerning their experience in maintaining productive ongoing relationships with government entities, similar to the relationship that the winning private concessionaire will

have with the Project Partners

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.3 Format and Required Information for RFQ Submission (cont'd)

- c) Safety and Security: Bidders must demonstrate their ability to address and resolve safety and security issues. Specifically, the Bidder should have:
 - i) knowledge of parking and public safety and security techniques and methodologies
 - ii) experience in emergency response support; and
 - iii) expertise in relevant parking engineering standards, specifications, policies, practices, and processes
 - d) Capital Improvements: Bidders must demonstrate their ability to efficiently undertake required capital improvements to the Parking System assets during the term of the Concession Agreement and/or Management Agreements
- 8) Financial Capability: Bidder should address the following areas with respect to financial capability
- a) Financial Ability: Bidders must demonstrate their financial ability to fund all required payments and to maintain the Parking System for the term of the Concession. To demonstrate sufficient financial capacity, Bidder Members must provide copies of audited financial statements for the past three years, together with any other relevant financial information. If audited financial statements cannot be provided, Bidder Members should provide sufficient financial information to demonstrate to the Project Partners that they have the financial resources to successfully execute a project of this nature and scope
 - b) Ability to Secure Financing: Bidders must provide specific evidence demonstrating their ability to raise financing for a project of this nature and scope. Specific factors that will be assessed include:
 - i) Capability of raising debt and equity in the current capital market and the proportion of each in any expected bid;
 - ii) The number and size of past relevant transactions; and
 - iii) Specific experiences on past relevant transactions

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.4 RFQ Submission Instructions and Next Steps

RFQ Submission Instructions

Copies of the RFQ submission should be delivered to both the Project Partners and Fox Rothschild at the addresses shown below no later than 5pm EST on June 8, 2012. RFQ submissions to the Project Partners may not be submitted via facsimile machine.

Please deliver *one hard copy and one electronic copy of your RFQ submission to:*

Murray Ufberg, Esquire
Rosenn Jenkins & Greenwald LLP
15 South Franklin Street
Wilkes-Barre, PA 18711
mufberg@rjglaw.com

Please deliver *seven hard copies and one electronic copy of your RFQ submission to:*

Alan F. Wohlstetter, Esquire
Fox Rothschild LLP
2000 Market Street, 20th Fl.
Philadelphia, PA 19103
AWohlstetter@foxrothschild.com

Post RFQ Process

Prospective Bidders who are deemed qualified by the Project Partners, in their sole discretion, will be asked to participate in further due diligence as described in Section 1 and to ultimately provide final and binding proposals to the Project Partners for the Parking System. The approximate timing for the process will be as follows:

3 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

3.4 RFQ Submission Instructions and Next Steps (cont'd)

Table 5: Timing for Process

Key Next Step	Expected Timing
RFQ Responses Due	June 8
Identification of Qualified Bidders	June 22
RFP to Qualified Bidders	June 25
Due Diligence Process	June-July
RFP Responses Due	July 31
Receive Final and Binding Proposals	August 15

To the extent that the Project Partners accept a proposal, it is anticipated that the financial close will be soon thereafter.

More details will follow the June 8, 2012 submittal. Bidders should be prepared to react quickly to meet this timetable.

The Project Partners reserve the right to modify or terminate this solicitation at any stage if the Project Partners determine this action to be in their best interests. The receipt of proposals or other documents at any stage of either the RFQ or the bidding process will in no way obligate the Project Partners to enter into any agreement of any kind with any party. For the avoidance of doubt, each of the Project Partners will have final decision-making authority regarding their relevant parking assets and appropriate next steps following the submission of responses by the Bidders to this RFQ.

SECTION 4

Disclaimer

4.1 Disclaimer

This RFQ is based on information provided by the Authority and other Project Partners (as defined in Section 1.3). It is being delivered on behalf of the Project Partners by the Authority and Fox Rothschild to a number of parties who may be interested in a transaction with the Project Partners. The sole purpose of this RFQ is to assist the recipient in deciding whether to proceed with a long-term concession arrangement for the Parking System. This RFQ does not purport to be all-inclusive or to necessarily contain all of the information that a prospective bidder may desire in investigating the Parking System.

This RFQ has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used for only the purposes set forth above. None of the Project Partners or Fox Rothschild makes any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in connection with any further investigation of Parking System. Each of the Project Partners and Fox Rothschild expressly disclaims any and all liability which may be based on such information, errors therein or omissions therefrom. The Project Partners will only accept obligations in relation to any transaction that arises out of a definitive and binding concession agreement. The recipient shall be entitled to rely solely on the representations and warranties made to it by the Project Partners in any final concession agreement.

In furnishing this RFQ, none of the Project Partners or Fox Rothschild undertakes any obligation to provide the recipient with access to any additional information. The provision of this RFQ does not place any of the Project Partners or Fox Rothschild under any obligation to consider or accept any offer, irrespective of whether such offer is the only offer or one of a number of offers representing the most favorable transaction terms. This RFQ shall not be deemed an indication of the state of affairs of the Parking System or the Project Partners nor shall it constitute an indication that there has been no change in the business or affairs of the Parking System or the Project Partners since the date hereof.

4 DISCLAIMER

4.1 Disclaimer (cont'd)

Fox Rothschild is special counsel to the Authority in relation to the proposed transaction, will not regard any other person or entity (whether a recipient of this RFQ or not) as a client in relation to the proposed transaction and will not be responsible to anyone other than the Authority for providing the protections afforded to clients of Fox Rothschild nor for providing advice to any such other person. Any person considering entering into the proposed transaction: (i) may not rely on this RFQ in determining any course of action in relation to the proposed transaction or otherwise; and (ii) must seek its own independent legal advice.

All communications, inquiries and requests for information relating to these materials should be addressed to Fox Rothschild at the address set forth in Section 3.4. No members of the Authority or the Project Partners should be contacted directly.