

# **CITY OF MADISON**

## **REQUEST FOR PROPOSALS**



RFP #: 12048-0-2023-BP

Title: Operator for the Madison Bicycle Center

City Agency: Transportation

Due Date: Monday, August 7, 2023  
2:00 PM CST

**Table of Contents**

1 NOTICE TO PROPOSERS..... 1

    1.1 Summary..... 1

    1.2 Important Dates..... 1

    1.3 Format..... 1

    1.4 Labeling..... 1

    1.5 Delivery of Proposals ..... 1

    1.6 Appendix A: Standard Master Lease Form..... 1

    1.7 Affirmative Action Notice ..... 1

    1.8 Multiple Proposals..... 2

    1.9 City of Madison Contact Information..... 2

    1.10 Inquiries and Clarifications..... 2

    1.11 Addenda ..... 3

    1.12 Bid Distribution Networks..... 3

    1.13 Local Vendor Preference ..... 3

    1.14 Oral Presentations/Site Visits/Meetings..... 3

    1.15 Acceptance/Rejection of Proposals ..... 4

    1.16 Withdrawal or Revision of Proposals ..... 4

    1.17 Non-Material and Material Variances..... 4

    1.18 Public Records ..... 4

    1.19 Usage Reports ..... 5

    1.20 Partial Award..... 5

    1.21 Tax Exempt..... 5

    1.22 Cooperative Purchasing..... 5

    1.23 Proposers Responsibility ..... 5

2 DESCRIPTION OF SERVICES/COMMODITIES ..... 6

    2.1 Purpose ..... 6

    2.2 Background ..... 6

    2.3 Description of Space/Premises ..... 7

    2.4 Funds Available..... 7

    2.5 Project Scope/Description..... 8

    2.6 Marketing Plan ..... 9

    2.7 Ownership and Rent Structure..... 10

    2.8 Insurance Requirements ..... 10

    2.9 Timeline..... 11

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS ..... 12

    3.1 Required Forms ..... 12

    3.2 Questions ..... 12

    3.3 Local Vendor Preference ..... 13

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form E: References

Appendix A: Sample Master Lease Form

Appendix B: Historical Utility Costs

## 1 NOTICE TO PROPOSERS

### 1.1 Summary

The City of Madison Transportation (“City”) is soliciting Proposals from qualified vendors for Operator for the Madison Bicycle Center. Vendors submitting Proposals (“Proposers”) are required to read this Request for Proposals (“RFP”) in its entirety and follow the instructions contained herein.

### 1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Tuesday, June 20, 2023  
Optional Site Visit: Friday, July 7, 2023 from 10:00 AM to 12:00PM CDT  
Questions Due Date: Monday, July 10, 2023  
Answers Posted Date: Monday, July 17, 2023  
Due Date: Monday, August 7, 2023, 2:00 PM CDT

### 1.3 Format

The City of Madison is only accepting electronic submissions at this time.

Electronic proposals should be in PDF format.

Complete and return Forms A,B,C, and E, along with the answers to questions in Section 3 to City of Madison Purchasing Services by Monday, August 7, 2023, 2:00 PM CDT. Do not send back the entire RFP document with your submission.

### 1.4 Labeling

All email correspondence must include RFP #12048-0-2023-BP in the subject line.

### 1.5 Delivery of Proposals

Delivery of electronic copy to: via email to [bids@cityofmadison.com](mailto:bids@cityofmadison.com)

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

### 1.6 Appendix A: Standard Master Lease Form

Proposers are responsible for reviewing Appendix A, the sample master lease form, prior to submission of their Proposals. The sample lease agreement shall be negotiated between the parties, and approved by the City Attorney’s office and the Common Council of the City of Madison.

### 1.7 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: [www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms](http://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms) or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: [http://www.cityofmadison.com/civil-rights/documents/RaISE\\_Job\\_Posting\\_Instructions.pdf](http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf)

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

### 1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

### 1.9 City of Madison Contact Information

The City of Madison Transportation is the procuring agency:	Renee Callaway City of Madison Transportation PH: (608) 266-6225 <a href="mailto:recallaway@cityofmadison.com">recallaway@cityofmadison.com</a>
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The City of Madison Purchasing Services administers the procurement function:	Brian Pittelli Purchasing Services City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3346 PH: (608) 267-4969 FAX: (608) 266-5948 <a href="mailto:bpittelli@cityofmadison.com">bpittelli@cityofmadison.com</a>
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For questions regarding Affirmative Action Plans please contact:	Contract Compliance Department of Civil Rights City-County Bldg., Room 523 210 Martin Luther King, Jr. Blvd. Madison, WI 53703 PH: (608) 266-4910 <a href="mailto:dcr@cityofmadison.com">dcr@cityofmadison.com</a>
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The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

### 1.10 Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, **in writing**, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.11 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

### 1.11 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.12 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

### 1.12 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: [www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm](http://www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm)

Home Page: [www.demandstar.com](http://www.demandstar.com)

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

### 1.13 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing).

### 1.14 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect the MBC or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers' expense. An on-site meeting will be held at the Bicycle Center on July 7,

2023 from 10am-Noon to allow proposers to view the space; in the event you can't make this meeting then you can schedule a visit with Renee Callaway by sending an email to [ReCallaway@cityofmadison.com](mailto:ReCallaway@cityofmadison.com).

#### 1.15 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

#### 1.16 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

#### 1.17 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

#### 1.18 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

##### S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

##### s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety,

price information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

### 1.19 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

### 1.20 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

### 1.21 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

### 1.22 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

### 1.23 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Purpose

The City of Madison is seeking proposals to operate the Bicycle Center, located at 202 S Pinckney St. The City of Madison is committed to growing the number of people of all ages and abilities bicycling for both transportation and recreation. The Bicycle Center was established to provide enhanced rider services to support existing and potential riders in and around the Capitol Square area as well as provide services to support and encourage visitors to bike.

From RFP submittals, the City will select one potential operator or team of operators. Following the award of the RFP, the City will begin exclusive negotiations with the selected operator or team.

The selected operator will be responsible for complete operation of the Bicycle Center, with day-to-day tasks including but not limited to managing all operations of the Bicycle Center, ensuring security, and maintaining cleanliness of the facility.

### 2.2 Background



As a part of the redevelopment of Pinckney St between Doty and Wilson Streets, the feasibility of a bicycle center was studied during the redevelopment of the 200 block of S Pinckney St. This linked report details the findings - [Bicycle Center Report](#). The study included a needs assessment, research on best practices and operational models, and a public outreach effort. A 2011 survey of nearly 1,500 participants indicated that secured bike parking was the most desired feature in a bike center, followed by restrooms, bike repair facilities, lockers, changing facilities and bike-related retail.

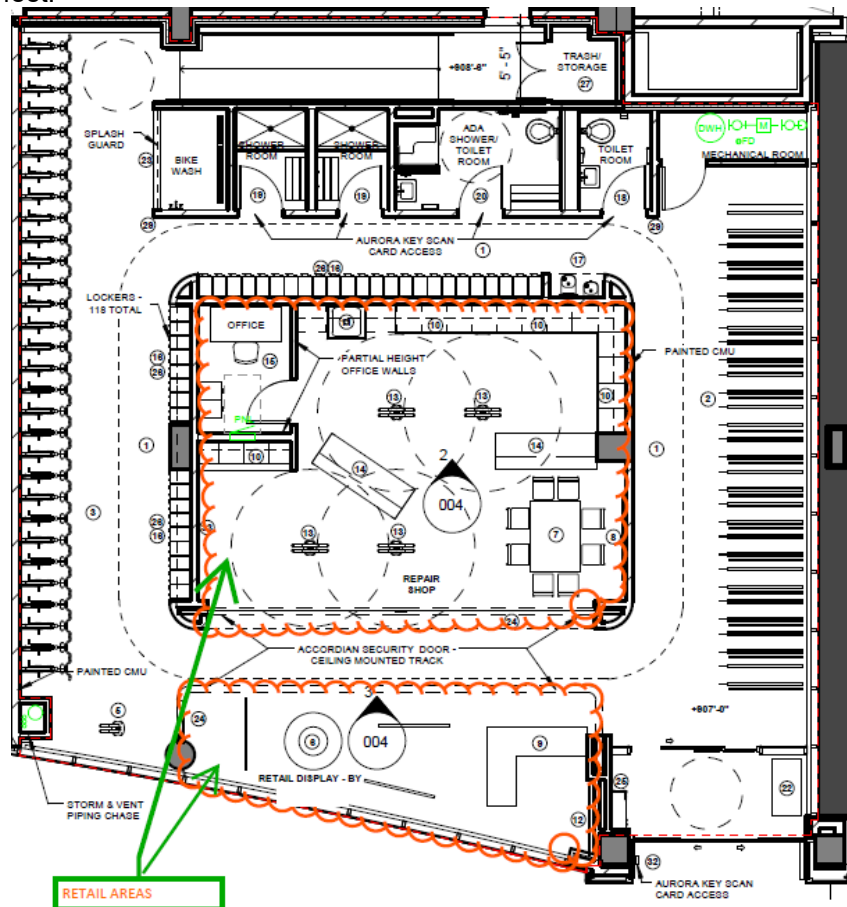
Since 2020, Freewheel Bicycle has operated the Bicycle Center providing secure bicycle parking and other member services along with retail and repair services. An important component of the operation was community-based education that Freewheel Bicycle offered. On June 17, 2023, Freewheel Bicycle's lease ended and they will no longer be serving as the Bicycle Center operator. The City of Madison is looking for a new operator and/or a combined team of organizations to operate the Bicycle Center.

The goal for a new operator is to continue to grow the visibility of the Bicycle Center and move operations forward in a way that continues to grow and support bicycle use in Madison. Since the original concept for the Bicycle Center was developed, there has been much change in the downtown with increased residential units, new hotels as well as more employees telecommuting instead of coming to downtown offices each day. A new protected cycle track is under construction on Wilson Street. When completed in 2024 an additional all ages, abilities route will provide additional access for people biking to the downtown area and improve access to the Bicycle Center. Because of the changing landscape of downtown, the City is looking for an operator with a strong business plan and creative ideas to use this space to further bicycling in Madison.



### 2.3 Description of Space/Premises

Bike Center plus the Retail Area collectively equals the "Premises". The Premises is approximately 3,015 rentable square feet.



The Premises has the following areas:

1. An entrance vestibule
2. Indoor parking for 114 bicycles
3. Three shower/changing areas and 118 lockers
4. A bicycle wash station for cleaning dirt, salt, and road debris from bicycles.
5. A self-service bicycle maintenance station that contains a bicycle-stand, basic secured tools, and a pump.

### 2.4 Funds Available

The City of Madison funded the construction of the Bicycle Center. However, the City will not provide funds for the operation of the Bicycle Center. The operator must generate sufficient revenue, typically through user/membership fees, sale and service of bikes, events, and sponsorships, to cover costs of maintaining the facility and any staffing. The final rent for the Premises will be a part of the negotiation with the selected operator.

## 2.5 Project Scope/Description

The City is seeking a qualified entity to occupy and operate the Bicycle Center space. The entity may be a non-profit organization or a business with experience appropriate to operate a bicycle center or a combination of organizations/businesses working together.

### Bicycle Center Potential Services and Amenities

The broad goal of the Bicycle Center is to promote cycling throughout the City, and to provide amenities to encourage users to bike downtown for work/events. Submitters are encouraged to propose a combination of services and programming that are financially viable and meet these goals. Creativity is encouraged. Examples of services that could be included in the proposal are listed in the paragraphs below but none of these items are required to be included. In your proposal, please discuss which, if any, of these will be a part of planned services or programming.

#### 1. Secure bike parking, bike lockers and showers:

- **Commuter Memberships:** The Bicycle Center is configured with an electronic entry system that allows access to the bike parking area 24 hours/day via an activated key fob. (The operator will need to operate and maintain this system at its cost). The system does allow access to the secure bike parking, lockers, bike wash and shower rooms outside of any staffed Bicycle Center hours. Currently, up to 114 secure bike parking spaces are available for this use. Besides the previously offered daily, monthly and annual memberships, this could include new service concepts such as a seasonal bike wash membership, winter storage memberships, or other creative ideas to utilize the space.
- **Event Parking:** Some parking could be used similar to valet bike parking to accommodate the needs of people attending downtown events such as Concerts on the Square, the Farmer's Market, etc. An event membership could be offered for people who attend downtown events regularly.
- **Tours or Classes:** Daily memberships have been used for people attending bike camps who prefer to leave their bikes at the Bicycle Center. This could include opportunities to host camps, classes, or tours where bikes are kept overnight for people attending these programs.

#### 2. Staffed Presence: While there is no requirement to propose regular staff hours, having staff present during regular business hours would expand the usability of the Bicycle Center to residents and visitors to downtown Madison.

- **Service Center:** Previously on-site bike mechanics with the ability to offer repair and tune-up services to bike center members and the public has been an important part of the Bicycle Center. This could be onsite mechanics, a self-service bike maintenance station or a combination.
- **Retail:** The ability for cyclists to purchase basic cycling supplies and accessories such as tubes, tire levels, locks, lights, water bottles, etc. could be an important part of the Bicycle Center. These services could be through a staffed retail operation, vending machine, or other method determined by the operator. The opportunity exists for offering a wider selection of bikes, parts, clothing and accessories.
- **Bike Rental or BikeShare:** Operators may choose to offer bike rental services. This could be offering different types of bikes such as road bikes, mountain bikes, cargo bikes or adaptive bikes. An operator may also choose to promote or host a BCycle station, tour operators with bikes or other options.

- **Membership Services:** Memberships could include access to a lending library for cargo bikes, trailers, tag-alongs, cases or other shared bicycle supportive items.
3. **Community Education and Outreach:** In the past, the Bicycle Center has been the site of many different educational programs aimed at helping people get cycling with a focus on racial equity and social justice and was a key component of programming offered by Freewheel Bicycle. The space is designed to accommodate education, community meetings, and serve as ride departure location, etc.
- **Education:** Community education is a broad category that could take many forms at the Bicycle Center. Some options would include maintenance, safe cycling, youth programming and commuting.
  - **Outreach:** The space could be used for the start/end of rides, meetings, and other bicycle related events. Space could be set aside for use by local non-profits who need space to provide services or host events on a semi-regular basis.
  - **Visitor Services:** Madison hosts a wide array of visitors each year with large events like Ironman and CrossFit as well as conferences at Monona Terrace Convention Center. The Bicycle Center could be a place for visitors to learn about biking, ship a bicycle for use while in town, find out how to rent a bike and more. It could also be a place where organized tours operate from that would be a location to buy a water bottle to take with them or get information on other rides and routes.
4. **Showcase Madison's Platinum Status and Local Bike Economy:** As a League of American Bicyclists Platinum Friendly Bike City, the Bicycle Center offers a unique opportunity to bring bicyclists together and serve as a hub for bicycling in Madison. The Madison area is unique in that it is home to numerous bicycle non-profit organizations, bicycle and accessory manufacturers and supporting businesses. The Bicycle Center could provide a space to highlight local organizations, products and/or businesses.
5. **Commitment to Racial Equity and Social Justice (RESJI):** The City of Madison is committed to improving racial equity and social justice. The Bicycle Center services could include reduced fees for lower-income cyclists, targeted hiring of diverse staff, programs aimed at barriers for low-income families to bike, earn a bike opportunities, programs incorporating adaptive bikes, and more.

## 2.6 Marketing Plan

The Bicycle Center operator will be responsible for marketing the Bicycle Center and all of the provided services. The current social media accounts (Facebook, Instagram, Twitter) will be transferred to the new operator.

The City is aware that it will take time to build out full operation of the space regardless of the proposed use plan. The submitted proposal should include an initial marketing plan for the first six months of operation per 3.2.3 below. The selected operator will need to submit an annual marketing plan. The marketing plan should include:

1. Objectives for the use of the Bicycle Center and metrics for measuring success.
2. Your target customers or plans for activating the space along with anticipated marketing strategies.
3. If you intend to offer memberships or other fees for the secure bike parking, lockers, showers please include your anticipated membership rates and membership goals for the first year of operation.

4. Estimated demand for the Bicycle Center throughout the seasons, and how will you tailor membership/fees accordingly. Please note, you will not be held responsible if your projections are not realized. The City is trying to get an idea of the process you will use to determine the demand and how you will attempt to bolster enrollment.
5. Other items showing how you will increase awareness of the space and its functions.

## 2.7 Ownership and Rent Structure

The City of Madison will be the owner of the Bicycle Center space. The selected operator will pay all of the utilities (the space has electric heat), costs to operate/maintain the electronic access system, security system, and cleaning costs. The operator will need to provide appropriate security cameras. An electronic access system is installed but additional key fobs will be the responsibility of the operator. The system can also be used via phone app.

Each Proposal shall include a proposed rent to be paid to the City as part of the budget per 3.2.5 below. Pricing will be based on ensuring the successful operation of the Bicycle Center. The rent will be negotiated with the selected operator during lease negotiations.

The operator will enter into a minimum 2-year lease with the City with three one-year annual options to extend. The selected operator will need to provide quarterly operating reports, an annual financial statement for the Bicycle Center portion of the space and an annual report to the City's Transportation Commission. The reporting requirements will be discussed further during lease negotiations.

## 2.8 Insurance Requirements

The following language is built in the Sample Lease Agreement.

1. Required Insurance. The Tenant and any contractor or subcontractor working in the Premises shall insure, as indicated, against the following risks to the extent stated below. The Tenant shall not commence work under this Lease, nor shall the Tenant allow any contractor or subcontractor to commence work on its contract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by Lessor's Risk Manager.

- a) Commercial General Liability. Procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount and shall extend coverage to volunteers. Coverage shall be primary and noncontributory, and list City of Madison, its officers, officials, agents and employees as additional insureds.
- b) Worker's Compensation. Procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin, and carry Employers Liability with limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit.
- c) Umbrella Liability. Procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
- d) Property Insurance. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Lessor shall not be liable for any damage to or loss of property of Tenant or others located on the Premises except to the extent such damage or loss was caused by Lessor's sole negligence or willful act.

- e) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- f) Proof of Insurance. The Tenant shall provide Lessor with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Lease. Tenant shall provide the certificate(s) to Lessor's representative upon execution of the Lease, or sooner, for approval by Lessor Risk Manager. The Tenant shall provide copies of additional insured endorsements or insurance policies, if requested by Lessor Risk Manager.
- g) Notice of Change in Policy. The Tenant, contractor or subcontractor and/or its insurer shall give Lessor thirty (30) calendar days' advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Lease.
- h) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Lease, Tenant shall immediately cease use of the Premises and the provision of the services under this Lease until such time as proof of the required insurance is provided to Lessor's Risk Manager consistent with the requirements of this paragraph.

## 2.9 Timeline

Please Note: These dates are for planning purposes. They represent the City's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

Date	RFP Activity
June 20, 2023	Release of RFP
July 7, 2023 10:00 AM – 12:00 Noon	Scheduled Walkthrough of Space
August 7, 2023 2:00PM CDT	DEADLINE FOR SUBMISSION OF PROPOSALS
Week of August 21, 2023	Vendor Interviews/presentations by invited applicants
September 1, 2023	Notification of Award
September 12, 2023	Begin Contract Negotiations
October 3, 2023	Common Council Approval

### 3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

#### 3.1 Required Forms

- 1) Form A – Signature Affidavit
- 2) Form B – Receipt Forms and Submittal Checklist
- 3) Form C – Vendor Profile
- 4) Form E – References

#### 3.2 Questions

Responses must be in the same sequence and identified with the corresponding question number (Example: Question 1, Question 2, etc.). Please limit responses in this section to not more than fifteen (15) pages. The Required Forms and any resumes will not count towards the fifteen-page limit. The percentage of the total score that each question is worth is listed as percentage [x%] after each question.

1. Organization and Structure: Describe the organization and the anticipated team members that will operate the Bicycle Center. Please include information on the background, qualifications and related experience that demonstrate the ability to operate a bicycle center. Identify the overall project manager and primary contact. Include resumes for key members of the organization who will have primary responsibility for the Bicycle Center operations. If the proposal is from a team of several organizations, describe how each involved organization will contribute to the operations and/or their anticipated role. [15%]
2. Overall Approach: Describe the Proposer's overall approach to operating the Bicycle Center including planned services and programming. Discuss how the organization and the Bicycle Center will interact with the larger bicycling community in Madison and visitors to Madison and meet the broad goal of encouraging bicycling. Please include information in your Proposal on the following:
  - a. Describe the operational plan for the Bicycle Center including any proposed hours that the space would be open for the public either to use services or attend programming.
  - b. Describe any planned staffing at the Bicycle Center.
  - c. Describe if the secure bike parking, lockers, and showers will be utilized. If these facilities will be available for public use, include any plans to offer memberships or charge fees for their use. If plans do not include use of these facilities, please describe the planned reallocation of space/function.
  - d. If bike maintenance services, rentals or retail will be available, please describe what will be offered.
  - e. If community education, public events or outreach are being proposed, please describe.
  - f. Describe other planned features, services or programming.

The City is open to creative ideas and different approaches to operating the Bicycle Center. The score will consider how different models of operation meet that stated goals for the Bicycle Center. [50%]

3. Marketing: Provide an initial marketing plan for the Bicycle Center that will increase awareness of the space and the planned features, services or programming described in Question Two. Please include details on the items listed in 2.6. [10%]
4. Racial Equity and Social Justice: Describe any planned strategies to meet the [City Racial Equity and Social Justice](#) goals. [10%]

5. **Budget:** Provide an estimated budget for the first year that includes:
- a. Details on any proposed membership rates or other planned fees and the anticipated revenue.
  - b. Other sources of anticipated operator income (retail, service, rentals, events, sponsorships, donations, etc.) that help show the long-term viability of the Bicycle Center operation.
  - c. Proposed rent during the lease term.
  - d. Budget should account for anticipated cost of cleaning, maintenance, utilities and any staff costs. Prior year utility costs are included in Appendix B to assist with budgeting.

Please note, that the budget will be scored based on the overall viability of the planned budget as it relates to the likelihood of the long-term success of the Bicycle Center operations. The score will not be higher for proposals based on the rent proposed, as rent will be negotiated with the selected organization. [10%]

As the City is reviewing the RFP Proposals, we reserve the rights to inspect the financial statements of the potential operator.

### 3.3 [Local Vendor Preference](#)

Please reference Section 1.14 in this document. [5%]



## Form A: Signature Affidavit

**RFP #: 12048-0-2023-BP Operator for the Madison  
Bicycle Center**

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING





## Form B: Receipt of Forms and Submittal Checklist

**RFP #: 12048-0-2023-BP Operator for the Madison Bicycle Center**

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form E: References		
Appendix A: Sample Rent Agreement	N/A	
Appendix B: History of Utilities	N/A	
Addendum #	N/A	
Addendum #	N/A	
Addendum #	N/A	
Addendum #	N/A	

---

COMPANY NAME



# Form C: Vendor Profile

## RFP #: 12048-0-2023-BP Operator for the Madison Bicycle Center

*This form must be returned with your response.*

### COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: \_\_\_\_\_ [www.cityofmadison.com/business/localPurchasing](http://www.cityofmadison.com/business/localPurchasing)
- No**, we are not a local vendor or have not registered.



# Form E: References

## RFP #: 12048-0-2023-BP Operator for the Madison Bicycle Center

*This form must be returned with your response.*

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

---

COMPANY NAME

**APPENDIX A**  
**SAMPLE MASTER LEASE FORM (to be negotiated between the parties, and approved by the Common Council of the City of Madison and City Attorney's office)**

(This document is a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

---

This Lease, entered into this \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the "Lessor" or "City"), and \_\_\_\_\_ a Wisconsin \_\_\_\_\_ (the "Tenant").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property (the "Property"), more particularly described on attached Exhibit A; and

WHEREAS, the Property has the Madison Bicycle Center (the "Bike Center") located within it at 202 S. Pinckney St. Madison, Wisconsin; and

WHEREAS, the Lessor and Tenant have negotiated the below terms and conditions to this lease (the "Lease"), which provides for the Tenant to operate the Bike Center located at the Property; and

WHEREAS, the Lessor and the Tenant desire to enter into this Lease per the below terms.

NOW, THEREFORE, it is mutually agreed as follows:

1. Property. The Bike Center is situated in the above-grade parking, commercial space, common areas and transfer slab collectively known as the podium ("Building") built on the Property.
2. Premises. Lessor hereby leases to Tenant the Bike Center plus the Retail Area (as defined in the floor plan in Exhibit B, which collectively equals the "Premises"). The Premises is approximately 3,015 rentable square feet.
3. Base Rent. "Base Rent" shall be \$\_\_\_\_\_ per year during the Base Lease Term as described in the below paragraph.
4. Base Lease Term. The initial term of the Lease shall be for two (2) years (the "Base Lease Term") starting on the Effective Date (the "Commencement Date"), and ending two years (or 24 months) thereafter, unless extended by Lessor as hereinafter provided. The Tenant shall open the Bike Center no later than thirty (30) days from the Commencement Date.

RETURN TO: City of Madison  
EDD - Office of Real Estate Services  
P.O. Box 2983  
\_\_\_\_\_  
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-242-0702-4

5. Security Deposit. The Tenant shall pay the Lessor \_\_\_\_ thousand dollars (\$ \_\_\_\_\_.00) as a “Security Deposit” within five (5) days of executing the Lease.

6. Option to Renew. At the end of the Base Lease Term of this Lease, if the Tenant is not in default under the terms and conditions of the Lease, then the Tenant shall have the right to extend the Base Lease Term for three (3) consecutive one (1) year terms, respectively the First Option Period, the Second Option Period, and the Third Option Period (together the “Option Periods”). Together, the Base Lease Term, and, if exercised, the Option Periods are defined as the “Lease Term”.

a) The Bike Center’s Financial Statements need to be provided to Lessor when Tenant provides written notice (“Notice”) of its desire to extend the Lease. Notice to Lessor must be in writing hundred twenty (120) days in advance of the expiration of the Base Lease Term or any of the exercised Option Periods. All Notices under this paragraph shall be given as specified in the Lease.

b) In the event Tenant’s performance under this Lease or as operator of the Bike Center is unsatisfactory, as determined in Lessor’s sole discretion, then Lessor will provide written notice to Tenant denying any notice to exercise any Option(s) Period(s) to renew the Lease.

c) The rental rates for the Option Periods (the “Option Rent”), if exercised by Tenant and approved by Lessor, will be:

First Option Period: \$ \_\_\_\_\_ per month;  
Second Option Period: \$ \_\_\_\_\_ per month;  
Third Option Period: \$ \_\_\_\_\_ per month;

d) Tenant acknowledges that a late payment of Option Rent involves additional costs to Landlord for collection and bookkeeping, and, accordingly, Tenant agrees that, if Option Rent due hereunder is not paid by the fifth day after it is due, then Tenant shall pay without demand, as additional Option Rent, a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated. Tenant further acknowledges that if any check given by Tenant for payment of any amount due shall not be honored by the bank on which it is drawn for any reason, then Landlord shall incur additional costs for collection and bookkeeping, and Tenant therefore agrees to pay Landlord upon demand the sum of \$35.00 for each occurrence in addition to all other charges and amounts due (including any applicable late charge). After electronic funds transfer has been implemented, if the monthly Option Rent is not paid when due, unless due to an electronic transfer error by Landlord, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the amount required to be paid.

7. Use. Tenant will operate a Bike Center and Retail Area in the Premises as described below:

The Bike Center shall contain the following elements at all times, to be operated by Tenant in the following manner **TO BE TAILORED TO OPERATOR’S PROPOSAL:**

a) Secured, indoor parking for no less than 114 bicycles.

- b) Bike Center members (“Members”) shall be able to access the bicycle parking area 24 hours/day with a pass card reader.
- c) Bike Center membership, also known as Madison Bicycle Center Membership in the Marketing Plan, (“Membership”), shall be managed and accounted for by the Tenant. All Members will be expected to sign a waiver of liability and code of conduct form.
- d) Membership revenue and expenses shall be the property and liability of the Tenant.
- e) Three shower/changing areas and 118 lockers: Showers and lockers for personal items shall be provided for Members of the Bike Center only. Tenant will sell or provide Members with a certain lock that is identifiable so the public does not use the lockers, which are an amenity to the Members.
- g) A bicycle wash station for cleaning dirt, salt, and road debris from bicycles.
- h) In the entrance vestibule, the Tenant shall install and maintain (see Exhibit B for further detail):
  1. A vending machine that sells basic bicycling supplies and accessories including but not limited to tubes, tire levels, locks, lights, and water bottles; and
  2. Bicycling information including but not limited to bicycle routes, paths, and bicycle rental, must be publicly available in an information kiosk.
- i) A self-service bicycle maintenance station that contains a bicycle-stand, basic secured tools, and a pump shall be made available to cyclists. Non-Members shall have access to the bicycle maintenance station during staffed Bike Center Hours as defined below:
- j) Two restrooms that are available to Members 24 hours/day. The restroom without the shower will be available to the customers and invitees, regardless of Membership status, during staffed Bike Center Hours.
- k) A Retail Area that \_\_\_\_\_ :
  - 1.
  2. .
  - 3.
  - 4.

8. Lessor Improvements. The below-referenced Lessor’s Improvements will remain Lessor’s property at the end of the Base Lease Term or any Option Periods.

- a) Meters for electric and water;
- b) Bathrooms/shower rooms and related plumbing;
- c) Heating/cooling with delivery systems;
- d) Lighting-accent and ceiling;
- e) Ceiling;
- f) Electrical switches and outlets;
- g) Fire and life safety system (is coordinated with Building's system);
- h) Demising walls/folding security door to separate the Bike Center area from the Retail Area
- i) Bike Center sign and any related electrical connections and mounting points for the exterior sign situated above the main entrance.
- j) Doors and hardware;
- k) Splash guard and vinyl strip curtains for Bike Wash.
- m) Lockers
- n) Bike Racks
- o) Schlage keyscan system

The Tenant will accept the Premises on an as-is basis and shall notify the City in writing if there are any defects it finds on or before the Commencement Date.

9. Tenant Improvements. Tenant will pay for the following "Tenant's Improvements" that are further defined in as **TO BE TAILORED TO OPERATOR'S PROPOSAL:**

- a) Any accent lighting in the Retail Area;
- b) Architectural plans and permits for any Tenant's Improvements in the Retail Area;
- c) Any network/data drop connectivity and gear to run Tenant's internal systems;
- d) Any fiber and telephone lines (if necessary) depending on Tenant's internet provider;
- e) Display/tract light
- f) Security camera system

Any subsequent changes requested by Tenant to the floor plan or fixtures during Base Lease Term or Option Periods shall require written approval by the Lessor.

At the end of the Base Lease Term or Option Periods, any fixed Tenant Improvements to the Premises shall remain on site.

10. Tenant's Responsibilities. Tenant is responsible at its cost for the repair and replacement of its Tenant Improvements, and the following items in the Premises: Schlage keyscan system; access cards to the Schlage keyscan system; exterior and interior signs; light fixtures-replacement of light bulbs and ballasts; all plumbing fixtures and accessories (e.g. toilets; urinals; sinks; faucets; shower heads; drinking fountain; bike wash station etc.); unclogging toilets, sinks, sanitary sewer lateral and drains; running toilets; any security camera system; bicycle racks; lockers; bicycle repair station and tools; folding security doors; interior-doors, door locks, door closers and operating devices; damage to interior or exterior walls and related work (including such periodic painting, touch-up painting); fire extinguishers; any stains to the floors and cracks and personal property/leasehold improvement taxes.



In the event Tenant or any of its customers, Members, employees, agents, invitees, contractors or licensees, damage the Premises or Lessor's Improvements, then Tenant shall be responsible for the repair or replacement of the improvement.

Lessor may conduct periodic inspections of Tenant's maintenance obligations hereunder. As such, Lessor and its authorized representatives shall have the right to access the Premises 24 hours per day, 7 days per week to also abate nuisances or to cure dangerous conditions, as the City may reasonably deem necessary.

11. Janitorial and Trash. Tenant shall be responsible at its cost to keep the Premises clean and attractive at all times. Showers, bathrooms, changing areas and floors are to be cleaned daily. Tenant also shall keep the interior and exterior windows cleaned as needed or at a minimum on a quarterly basis.

Tenant is responsible for all waste and recycling removal on a daily basis or more frequently as needed, at its cost. Tenant shall haul the trash off site at its cost. Tenant can ask to share the cost of this trash bin service with any future tenants in the Building.

12. Operating Expenses. As of the Commencement Date, Tenant will be responsible for these operating costs related to the Premises: all electricity; heating and air conditioning utilities; water; landfill; sewer; storm water and urban forestry service; internet and data charges; special assessments; licenses; commercial liability insurance, worker's compensation insurance, employer's liability insurance, umbrella and property insurance premiums as described in Paragraph 22; snow removal outside of the Premises' entrance; and telephone lines\*.

\* Lessor will pay the operating cost of the phone line required for the fire alarm system only.

In addition, Tenant shall engage and pay for a third party company to operate and maintain the following: the Schlage keyscan system and any security system it installs; interior and exterior window washing; and exterior signs.

Lessor needs to review a copy of these contracts and approve the scope of work in writing before the Tenant executes the contracts. The Tenant shall get a certificate of insurance from these operators naming Lessor as additional insured, before executing said contracts. The certificate of insurance forms need to be sent to Lessor, and kept active during the term of the operating contracts.

13. Lessor's Responsibilities. Lessor will maintain at its cost the following relating to the Premises: foundation; ceiling; sub-flooring (except for any stains or cracks caused by Tenant); exterior doors; fire alarm system; fire sprinkler system; electrical system; plumbing system; windows and structural portions of the Premises (except interior walls); heating, ventilation and air conditioning system serving the Premises in good condition and repair and condition and make any repairs/replacements relating thereto, except for repairs required thereto by reason of the acts or omission of Tenant, Tenant's employees, agents, invitees, licensees or contractors.

Tenant shall give Lessor written notice of the necessity for repairs/replacements coming to the attention of Tenant, following which Lessor shall have a reasonable time to undertake and complete such repairs. For the purposes of maintaining the Premises per this paragraph, Lessor reserves the right to enter the Premises 24 hours per day, 7 days per week to make any necessary

repairs/replacements.

14. Signage. The Premises shall be named and signed "Madison Bicycle Center". A Madison Bicycle Center sign is installed outside the main entrance to the Premises. Additional interior signing can be added such as "Operated by \_\_\_\_\_." All signage must be approved by Lessor in writing, and comply with the City of Madison Sign Ordinance. Tenant shall pay the cost to maintain any signage. No signage can be placed on the Premises' windows.
15. Marketing. Tenant presented Lessor with a comprehensive marketing plan of the Bike Center that includes details on relating to the following (collectively the "Marketing Plan"):
  - a. Objectives for the use of the Bicycle Center and metrics for measuring success.
  - b. Your target customers or plans for activating the space along with anticipated marketing strategies.
  - c. If you intend to offer memberships or other fees for the secure bike parking, lockers, showers please include your anticipated membership rates and membership goals for the first year of operation.
  - d. Estimated demand for the Bicycle Center throughout the seasons, and how will you tailor membership/fees accordingly. Please note, you will not be held responsible if your projections are not realized. The City is trying to get an idea of the process you will use to determine the demand and how you will attempt to bolster enrollment.
  - e. Other items showing how you will increase awareness of the space and its functions.

Lessor has reviewed and approved the attached Marketing Plan in Exhibit D.

16. Tenant Reporting. Tenant shall provide Lessor with quarterly operating reports, annual financial report of Bike Center, and an annual report to the City's Transportation Commission.
17. Assignment of Lease. The Lease shall not be assigned or sublet without Lessor's written approval.
18. Relationship of Parties. It is agreed that Tenant is the lessee of Lessor and, in its operation of the Madison Bicycle Center, is an independent contractor and not an employee or representative of Lessor, and that any persons who Tenant utilizes and provides for services under this Lease are employees of Tenant and are not employees of Lessor.

In addition, it is agreed that by granting Tenant the right to use the Premises for the purposes set forth herein, that Lessor is not granting Tenant the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between Lessor and Tenant arising from this Lease. The parties both acknowledge that this Lease does not create a dealership under Wis. Stat. Ch. 135.

19. Performance Standards. In the event Tenant's performance under the Lease or as operator of the Bike Center is unsatisfactory, as determined in Lessor's sole discretion, then Lessor will provide written notice to Tenant denying any option(s) to extend the Lease, in addition to any other remedies available under Lessor's Remedies paragraph of this Lease or available at law. The Performance Standards are as follows:

- a) Corporate Status. Tenant shall remain in good standing with the State of Wisconsin Department of Financial Institutions.
- b) Compliance. The Tenant shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City of Madison, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. The Tenant may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Tenant agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold Lessor harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
- d) Non-Discrimination. In the performance of its obligations under this Lease, the Tenant agrees not to discriminate on the basis of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status.
- e) Accessibility. The Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinance 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Tenant.
- f) Weapons Prohibition. Tenant shall install a sign on the Premises' interior door banning all weapons.
- g) Membership Goals. Tenant to provide Lessor in its Marketing Plan Membership sale goals for the term r of the Lease. This Marketing Plan shall be updated each year, and sent to Lessor two months prior to the end of each calendar year.
- h) Reporting. As mentioned above in paragraph 16.
- i) Implementing the Marketing Plan. Tenant shall have the following tools operational and maintain these internet sites (separate from Tenant's internet sites) during the Base Lease Term or Option Periods:
1. Bike Center web site.
  2. Bike Center social media accounts-Facebook, Instagram and Twitter.

At the end of the Lease Term, the Bike Center's web site and social media accounts shall become the property of the City. Tenant shall comply with any rules adopted by the City's Information Technology Department in performing under this paragraph.

j) Property Covenants, Conditions and Restrictions. Tenant shall abide by any covenants, conditions and restrictions recorded on the Property whether currently existing or recorded in the future.

k) Building Rules and Regulations. Tenant, its vendors and contractors are to abide by all Building rules & regulations listed below (collectively the “Rules and Regulations”):

1. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building.

Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

2. Tenant shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office or retail equipment.
3. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, do or permit anything to be done in the Premises, which materially obstructs, materially interferes, or materially injures Lessor or other tenants, nor shall Tenant bring into or keep in or about the Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
4. Tenant shall not use any method of heating or air conditioning other than that supplied by Lessor.
5. Lessor reserves the right to prevent access to the Building in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.
6. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be thrown therein. Tenant shall place a sign in each bathroom next to the toilets that states that no foreign substance shall be flushed.
7. Lessor reserves the right to exclude or expel from the Building any person who, in Lessor's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations.
8. Tenant shall not place its trash in any of Lessor's trash receptacles.

9. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Lessor and that are consistent with the Lease or any governmental agency.
  10. Lessor shall enforce the Rules and Regulations in a non-discriminatory manner. If Lessor agrees to less burdensome or more favorable rules and regulations for the benefit of any other tenant, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable rules and regulations.
  11. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Premises in the Building. In the event any provision within the Rules and Regulations conflicts with any provision of the Lease, the Lease's provision shall control.
  12. Smoking is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.
  13. Alcoholic Beverages. Tenant shall not use, serve, drink, sell or keep on the Premises alcoholic beverages of any kind whatsoever. If the Tenant rents out the Premises to an entity that will be serving alcohol for an event, then said entity or the caterer it engages needs to comply with City alcohol licensing laws.
  14. Sidewalks/Right of Way. Tenant shall not use the sidewalks of the Property to keep or sell merchandise.
  15. Lessor reserves the right to make reasonable additions and modification to the Rules and Regulations.
  16. No window coverings are allowed.
  17. No signs are allowed on the windows of the Premises.
  18. No employee's or volunteers may sleep in the Premises.
- l) Bankruptcy. Any of the below actions shall be a default:
1. The filing by Tenant of a voluntary petition in bankruptcy;
  2. The institution of proceedings in bankruptcy against Tenant and the adjudication of Tenant as bankrupt pursuant to such proceedings;
  3. The taking by a court of competent jurisdiction of Tenant's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act;
  4. The appointment of a receiver of Tenant's assets;
  5. The divestiture of Tenant's estate herein by other operation of law.

- m) Abandonment of Premises. Tenant shall not abandon the Premises.
  - n) Nuisance. Tenant shall not permit the Premises to become a Chronic Nuisance Premises, as that term is defined in Madison General Ordinances 25.09.
20. Lessor's Remedies. If any default by Tenant of this Lease shall continue uncured after thirty (30) days (the "Cure Period") written notice of default (the "Default Notice") from Lessor to Tenant, Lessor has the following remedies, in addition to all other rights and remedies provided by law or equity:
- a) Termination of Lease. Lessor may at Lessor's election terminate this Lease by giving Tenant notice of termination following the Default Notice and Cure Period. On the giving of the termination notice, all further obligations of Lessor under this Lease shall terminate, Tenant shall surrender and vacate the Premises in a broom clean condition, and Lessor may reenter and take possession of the Premises and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Tenant.
  - b) Storage. Lessor may at Lessor's election store Tenant's personal property and trade fixtures for the account at the cost of the Tenant.

Diligent Efforts. Notwithstanding anything to the contrary in this paragraph, in the event Tenant's default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after Lessor's notice thereof, then Tenant shall be deemed to be complying with such notice if, promptly upon receipt of such notice, Tenant immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. The Tenant shall have the obligation to provide any and all documents or other information regarding the efforts taken within five (5) days upon request of the Lessor.

Lessor May Perform. Lessor shall have the right at any time, after ten (10) days' notice to Tenant (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate Lessor to make any payment or perform any act required of the Tenant, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to Lessor by Tenant as additional rent.

- 21. Brokerage Costs. Lessor is not responsible for any brokerage costs in connection with this Lease.
- 22. Insurance.

- a) Required Insurance. The Tenant will insure, and will require any contractor or subcontractor working in the Premises to insure, as indicated, against the following risks to the extent stated below. The Tenant shall not commence work under this Lease, nor shall the Tenant allow any contractor or subcontractor to commence work on its contract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by Lessor's Risk Manager.
- b) Commercial General Liability. Procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount and shall extend coverage to volunteers. Coverage shall be primary and noncontributory, and list City of Madison, its officers, officials, agents and employees as additional insureds.
- c) Worker's Compensation. Procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin, and carry Employers Liability with limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit.
- d) Umbrella Liability. Procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
- e) Property Insurance. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Lessor shall not be liable for any damage to or loss of property of Tenant or others located on the Premises except to the extent such damage or loss was caused by Lessor's sole negligence or willful act.
- f) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- g) Proof of Insurance. The Tenant shall provide Lessor with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Lease. Tenant shall provide the certificate(s) to Lessor's representative upon execution of the Lease, or sooner, for approval by Lessor Risk Manager. The Tenant shall provide copies of additional insured endorsements or insurance policies, if requested by Lessor Risk Manager.
- h) Notice of Change in Policy. The Tenant, contractor or subcontractor and/or its insurer shall give Lessor thirty (30) calendar days' advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Lease.

- i) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Lease, Tenant shall immediately cease use of the Premises and the provision of the services under this Lease until such time as proof of the required insurance is provided to Lessor's Risk Manager consistent with the requirements of this paragraph.

23. Indemnification; Hazardous Substances.

- a) Indemnification. The Tenant shall be liable to and hereby agrees to indemnify, defend and hold harmless City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Madison or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Tenant or its officers, officials, agents, employees, volunteers, assigns, guests, invitees, sublessees or subcontractors, in the performance of the lease, whether caused by or contributed to by the negligence of City of Madison, or their officers, officials, agents, or employees. This paragraph will survive termination, assignment or transfer of this Lease.
- b) Hazardous Substances. Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Tenant further agrees to hold Lessor harmless from and indemnify Lessor against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of Lessor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

24. Liens. The Tenant shall not suffer or permit any construction or mechanics' liens, or any lien to be filed, or if filed, to remain uncontested, against the fee of the Premises, nor against the Tenant's leasehold interest in the Premises, by reason of work, labor services or materials supplied or claimed to have been supplied to the Tenant anyone holding the Premises or any part thereof through or under the Tenant; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving the Tenant any right, power or authority to contract for or permit



the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or construction liens against the fee of the Premises.

If any such lien is filed, the Tenant shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect Lessor's interest. In addition, Tenant will hold Lessor free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Premises, and that it will also defend on behalf of Lessor, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Tenant's failure to do any of the foregoing things, Lessor may take such action as may be reasonably necessary to protect Lessor's interest, in addition to any other right or remedy which it may have; and any amount paid by Lessor in connection with such action shall be repaid by the Tenant to Lessor upon demand, together with interest thereon at the rate of five percent (5%) per annum.

25. Alterations. Tenant shall not, without the Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, improvements, additions or utility installations upon the Premises (collectively, "Alterations"). The term "utility installations," as used herein, shall include without limitation power panels, space heaters, fluorescent fixtures, conduits and wiring. If the Lessor consents to any Alterations by Tenant, then the same shall be made at Tenant's own cost and expense, in a good and workmanlike manner in accordance with the architectural plans and specifications approved by the Lessor in writing, and the laws, ordinances and codes relating thereto, and free from any claim or claims for construction liens. Tenant shall employ only such labor in performing any construction work during the Term of this Lease as will not cause any conflict or controversy with any labor organization representing building trades performing work for Lessor in or about the Premises.
26. Rights upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Tenant's rights to the Premises shall cease and the Tenant shall immediately surrender the Premises and all Fob and hard keys to the City subject to the provisions of this paragraph.

Tenant, at the Tenant's cost, shall restore the Premises to a condition equivalent to that which existed as of the Commencement Date, subject to normal wear and tear. All items of Lessor's Improvements and all Alterations by Tenant shall become the property of the Lessor and shall not be removed from the Premises, unless request is made by the Lessor in writing to Tenant to remove the same.

All trade fixtures, furniture, furnishings and signs installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed upon the expiration or termination of this Lease; provided that if any of such items as are affixed to the Premises and require severance may be removed only if Tenant repairs any damage caused by such removal and that Tenant shall have fully performed all of the terms, conditions and covenants to be performed by Tenant under this Lease. If Tenant fails to remove such items from the Premises by the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of Lessor, unless Lessor elects to require their removal, in which case Tenant shall, at its sole cost and expense, promptly remove the same and restore the Premises

to its prior condition. The covenants contained in this paragraph shall survive the expiration or termination of this Lease.

Any restoration required under this paragraph shall be accomplished before the expiration or termination of this Lease.

27. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, or via electronic mail to the address of the parties specified below:

For the Lessor:           City Of Madison  
                                  Economic Development Division  
                                  Office of Real Estate Services  
                                  Attn: Manager  
                                  P.O. Box 2983  
                                  Madison, WI 53703  
                                  [mmikolajewski@cityofmadison.com](mailto:mmikolajewski@cityofmadison.com)

For the Tenant:

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notice shall be given.

28. Definition of Lessor and Tenant. The terms "Lessor" and "Tenant" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their heirs, personal representatives, successors and assigns.
29. Subordination.
- a. This Lease is subordinate to rights and privileges granted by City of Madison to public and private utilities across, over or under the Property and Premises.
  - b. The Tenant shall subordinate its rights in this Lease, without compensation, at the request of the Lessor to provide rights, privileges, easements and rights-of-way for all current or future public and private utilities across or along the Property and Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises under the terms of this Lease.
30. Authorized Agent. City of Madison's Economic Development Division or the Director's designee is hereby designated as the official representative of the Lessor for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the Lessor.
31. Severability. If any term or provision of this Lease or the application thereof to the Lessor or the Tenant or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the Lessor or the Tenant or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Lease shall be valid and be enforceable to the fullest extent permitted by law.

32. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
33. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither the Lessor nor the Tenant has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them. This Lease and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document.
34. Delinquent Base Rent To Bear Interest. Any Base Rent or such other sums, if any, required to be paid by the Tenant pursuant to the terms of this Lease which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate permitted by law, whichever is less, from the date due until paid. The payment of such interest shall not excuse or cure any default by the Tenant under this Lease.
35. As Is, Where Is. The City leases the Premises to the Tenant in “as is”, “where is” condition with all faults and Lessor makes no representations or warranties, either express or implied, as to the condition of the Premises or any improvements thereon, as to the suitability or fitness of the Premises or any improvements included in the definition thereof, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the property, or, except as set forth elsewhere herein, as to any other matter whatsoever.
36. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the parties.
37. Wisconsin Law. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the last date set forth below.

**THE CITY OF MADISON**

By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Approved:

\_\_\_\_\_  
David Schmiedicke,  
Finance Director

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Eric Veum,  
Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas,  
City Attorney

\_\_\_\_\_  
Date

**TENANT.**

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name and title)

State of Wisconsin )  
                                  )ss.  
County of Dane )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above  
\_\_\_\_\_, known to be the person who executed the foregoing instrument and  
acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
\_\_\_\_\_  
(print or type name)

My Commission expires: \_\_\_\_\_

Execution of this Lease is authorized by Resolution Enactment No. RES-23-\_\_\_\_\_, File No. adopted by the Common Council of  
City of Madison on \_\_\_\_\_).

Drafted by City of Madison Office of Real Estate Services

Project No.

## **EXHIBIT A**

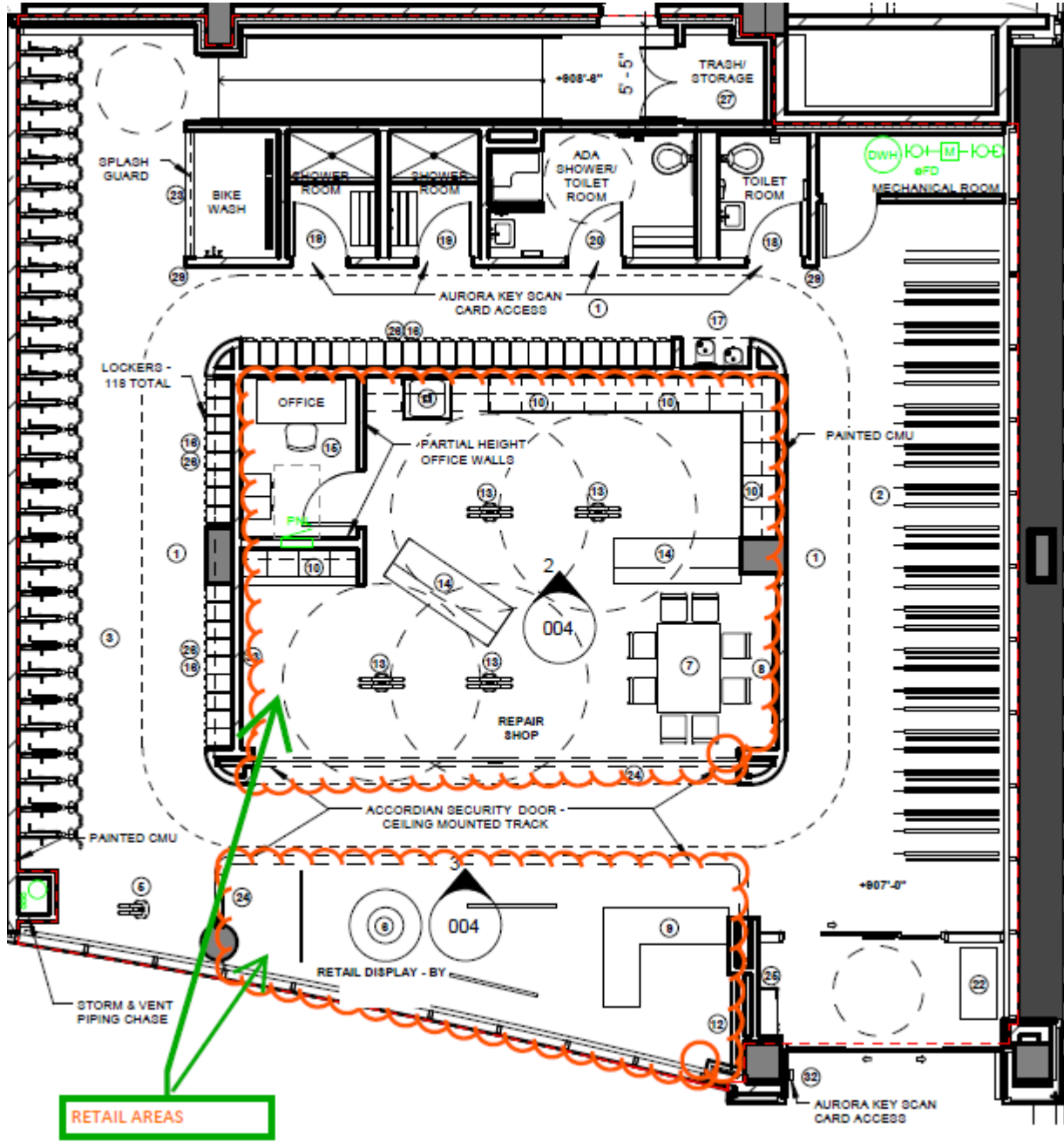
### Legal Description of the Property

Unit 1 in Block 88 Condominium, created by “Declaration of Condominium” recorded on July 15, 2020, in the Office of the Register of Deeds for Dane County, Wisconsin, in Vol. 7-124A of Records, at Pages 1-16 as Document No. 5613232, and by its Condominium Plat.

Part of Tax Parcel No. 251/0709-242-0702-4

SAMPLE

EXHIBIT B PREMISES FLOOR PLAN



## EXHIBIT C

### Lessor's Improvements

Below Numbers Correspond to Said Numbers on Floor Plan (Exhibit B):

1. Bicycle Path
  - Concrete floor in Bicycle Center- sealed.
2. Bicycle 2-Tier Storage Racks for 60 bicycles
  - Madrax Horizontal Bike Storage to be freestanding.
3. Bicycle Vertical Storage for 30 bicycles
  - Fat Tire Bike Tracs to be wall mounted at staggered heights and spaced according to product requirements.
4. Bicycle Ceiling Storage for 24 bicycles
  - Saris CycleGlide to be ceiling mounted to concrete deck above.
5. Public Bicycle Repair Station Area
10. Work Station w/ Storage & Shelves
  - Steel shelf -built-in.
11. Industrial Sink & Storage Cabinets
  - 32-inch wide wall mounted industrial stainless-steel single compartment utility sink-l mounted with adjustable arm sprayer faucet.
16. 2-Tiered 118 Personal Lockers
  - Individual Vented Metal Lockers – (23) 2-Tier Lockers, (17) 4-Tier Lockers
17. Drinking Fountain & Bottle Filler
  - Wall mounted water cooler & bottle filler.
18. Single Occupant Toilet Room
  - Walls clad with floor to ceiling large format ceramic tiles.
  - The following plumbing fixtures and accessories provided: wall mounted toilet, wall mounted sink, faucet, soap dispenser, toilet paper dispenser, sanitary napkin disposal, mirror, bag hook, electric hand dryer and waste receptacle.

## EXHIBIT C CONTINUED

### 19. Single Occupant Shower

- Two (2) shower rooms provided. Walls clad with floor to ceiling large format ceramic tiles.
- Lessor to review the following plumbing fixtures and accessories provided: shower stall & drain, shower trim kit, soap dish, towel bar, robe hook, shower rod, movable bench, shelf above bench, and mirror.

### 20. Single Occupant ADA Shower & Toilet Room

- One (1) fully accessible shower and toilet room with floor to ceiling large format ceramic tiles.
- The following plumbing fixtures and accessories provided: prefabricated shower stall with grab bars, shower seat, & drain, shower trim kit, soap dish, towel bar, robe hook, shower rod, wall-mounted bench, shelf above bench, mirror, wall mounted toilet, wall mounted sink, faucet, soap dispenser, ADA grab bars, toilet paper dispenser, sanitary napkin disposal, bag hook, electric hand dryer and waste receptacle.

### 23. Bike Wash

- Walls clad with floor to ceiling large format tile.
- Splash guard and vinyl strip curtains.

### 24. Folding Security Doors

- Two (2) Dynamic Closure Side Folding metal security doors ceiling mounted track.

### 27. Trash Room/Storage Closet



**EXHIBIT D**

**Marketing Plan**

**TO BE TAILORED TO OPERATOR'S PROPOSAL**

Attachment #1

Bike Center Logo



**APPENDIX B RFP # 12048-0-2023-BP**

**HISTORICAL UTILITY COSTS\***

**MG&E\***

Please note that the City does not make any representation on these figures. The City does not have details related to open/close hours, thermostat settings or types of electrical items being used.

Fiscal Billing Period	# Days	Avg. Monthly	Total kWh	High	Low	Cost
		kWh				
May 2022 to Apr 2023	365	4,951	59,447	11,543	1,991	\$12,340.65
May 2021 to Apr 2022	365	5,169	62,059	14,391	1,467	\$10,675.39
May 2020 to Apr 2021	336	2,810	31,059	5,148	1,308	\$4,108.91

Read Date	# Days	kWh / Day	kWh	On-Peak	Monthly	Customer	Cost
				Demand	Max Demand	Max Demand	
4/15/2023	31	132.4	4,104	28.1	30.5	30.2	\$1,039.17
3/15/2023	28	230.3	6,448	29.8	30.5	30.2	\$1,246.95
2/15/2023	29	317.3	9,202	29	30.5	30.2	\$1,526.36
1/17/2023	33	349.8	11,543	30.2	30.5	30.2	\$1,768.67
12/15/2022	30	296.7	8,901	27.1	30.2	29.5	\$1,357.81
11/15/2022	31	139.6	4,329	23.3	32.6	32.6	\$943.85
10/15/2022	29	75.9	2,201	21.1	32.6	32.6	\$730.16
9/16/2022	34	58.6	1,991	10.6	32.6	32.6	\$674.44
8/13/2022	28	77.2	2,163	14.4	32.6	32.6	\$650.75
7/16/2022	31	74	2,293	17.5	32.6	32.6	\$756.57
6/15/2022	32	65.8	2,104	17.5	32.6	32.6	\$725.68
5/14/2022	29	143.7	4,168	25.9	32.6	32.6	\$920.24
<b>May 2022 to Apr 2023</b>	<b>365</b>	<b>162.9</b>	<b>59,447</b>		<b>29.3</b>		<b>\$12,340.65</b>

Read Date	# Days	kWh / Day	kWh	On-Peak	Monthly	Customer	Cost
				Demand	Max Demand	Max Demand	
4/15/2022	31	225.7	6,998	27.1	33.8	32.6	\$1,219.88
3/15/2022	27	345.4	9,325	27.6	33.8	32.6	\$1,349.06
2/16/2022	34	423.3	14,391	28.8	37.4	32.6	\$1,952.84
1/13/2022	30	345.7	10,371	29.5	37.4	32.6	\$1,429.60
12/14/2021	31	202.7	6,283	32.6	37.4	32.6	\$924.54
11/13/2021	29	76.6	2,220	24.7	37.4	24.7	\$567.92
10/15/2021	28	52.4	1,467	13.4	37.4	13.7	\$546.30
9/17/2021	35	65.9	2,306	13.2	37.4	13.7	\$762.00
8/14/2021	29	68.7	1,993	13.2	13.2	37.4	\$631.85
7/16/2021	31	72.3	2,242	13.7	14.4	37.4	\$687.49
6/15/2021	31	67	2,076	-	29.3	0.0	\$289.77
5/15/2021	29	82.3	2,387	-	33.8	0.0	\$314.14
<b>May 2021 to Apr 2022</b>	<b>365</b>	<b>170</b>	<b>62,059</b>		<b>29.4</b>		<b>\$10,675.39</b>

Read Date	# Days	kWh / Day	kWh	On-Peak	Monthly	Customer	Cost
				Demand	Max Demand	Max Demand	
4/16/2021	34	89.8	3,053	-	33.8	0.0	\$398.84
3/13/2021	28	183.9	5,148	-	37.4	0.0	\$644.58
2/13/2021	28	149.7	4,191	-	13	0.0	\$529.72
1/16/2021	32	131.1	4,196	-	13.2	0.0	\$531.61
12/15/2020	32	119.1	3,812	-	12	0.0	\$483.70
11/13/2020	29	88.4	2,563	-	11	0.0	\$332.35
10/15/2020	29	47.4	1,374	-	7.9	0.0	\$199.40
9/16/2020	32	52.4	1,678	-	11.5	0.0	\$250.21
8/15/2020	31	54.9	1,703	-	11.5	0.0	\$252.53
7/15/2020	32	63.5	2,033	-	10.8	0.0	\$296.99
6/13/2020	29	45.1	1,308	-	8.2	0.0	\$188.98
<b>May 2020 to Apr 2021</b>	<b>336</b>	<b>92.4</b>	<b>31,059</b>		<b>14.2</b>		<b>\$4,108.91</b>

[D](#)

**WATER/SEWER/LANDFILL**

Please note that the City does not make any representation on these figures given we do not know the frequency of the use of the facility.

<b>Trans Date</b>	<b>Water</b>	<b>Sewer</b>	<b>Landfill</b>
5/12/2023 0:00	\$25.50	\$31.36	\$1.60
4/13/2023 0:00	\$28.15	\$33.53	\$1.60
3/14/2023 0:00	\$27.75	\$33.20	\$1.60
2/14/2023 0:00	\$23.74	\$35.54	\$1.60
1/13/2023 0:00	\$30.09	\$36.92	\$1.60
12/13/2022 0:00	\$32.76	\$39.77	\$1.60
11/14/2022 0:00	\$35.50	\$42.69	\$1.60
10/12/2022 0:00	\$34.60	\$41.73	\$1.60
9/13/2022 0:00	\$39.69	\$47.17	\$1.60
8/12/2022 0:00	\$33.90	\$40.98	\$1.60
7/13/2022 0:00	\$34.53	\$41.65	\$1.60
6/13/2022 0:00	\$29.13	\$35.89	\$1.60
5/12/2022 0:00	\$26.11	\$32.67	\$1.60
4/13/2022 0:00	\$26.54	\$32.33	\$1.60
3/14/2022 0:00	\$25.85	\$31.66	\$1.60
2/14/2022 0:00	\$25.96	\$31.76	\$1.60
1/13/2022 0:00	\$26.14	\$31.94	\$1.60
12/13/2021 0:00	\$25.30	\$31.11	\$1.60
11/12/2021 0:00	\$26.26	\$32.06	\$1.60
10/13/2021 0:00	\$25.94	\$31.75	\$1.60
9/13/2021 0:00	\$38.26	\$43.84	\$1.60
8/12/2021 0:00	\$26.84	\$32.63	\$1.60
7/14/2021 0:00	\$34.05	\$39.71	\$1.60
6/11/2021 0:00	\$24.57	\$30.40	\$1.60
5/12/2021 0:00	\$24.52	\$30.35	\$1.60
4/13/2021 0:00	\$24.61	\$29.98	\$2.20
3/12/2021 0:00	\$24.72	\$30.07	\$2.20
2/12/2021 0:00	\$24.47	\$29.85	\$2.20
1/14/2021 0:00	\$24.32	\$29.72	\$2.20
12/11/2020 0:00	\$24.39	\$29.78	\$2.20