



REQUEST FOR PROPOSALS

Transit Shelter Management Program

Concession RFP #C-102-11

Issued By:

The City of Philadelphia, Procurement Department
Hugh Ortman, Procurement Commissioner
&
Department of Public Property
Joan Schlotterbeck, Commissioner of Public Property

Mandatory Pre-Proposal Meeting:

October 13, 2010, 1:00 PM
Municipal Services Building
1401 JFK Blvd, 14th Floor, Room 1450
Philadelphia, PA 19102

SEALED PROPOSALS WILL BE RECEIVED UNTIL NOVEMBER 5, 2010
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")
AT
MUNICIPAL SERVICES BUILDING, ROOM 170A, 1401 JOHN F. KENNEDY BOULEVARD
PHILADELPHIA, PA 19102
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING
PROPOSALS

Questions regarding this Request for Proposals must be submitted in writing before
October 15, 2010 at 5:00 p.m. local time ("Deadline for Questions")
and directed to Ariel Ben-Amos, Mayor's Office of Transportation & Utilities to either
by email at:

Ariel.ben-amos@phila.gov, or by fax at 215-686-9001

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SECTION 1 - GENERAL INFORMATION

1.1 SCOPE OF WORK

The City of Philadelphia, its Procurement Department and Department of Public Property (hereinafter collectively referred to as the “City”) issue this Request for Proposals (“RFP”) to manage the City’s transit shelters and select transit headhouse advertising panels (hereinafter collectively referred to as the “structures” or “Structures”), selling the advertising and managing the advertising revenue and maintaining the cleanliness and general condition of the structures.

1.2 REASON FOR THIS PROPOSAL

The City of Philadelphia is soliciting proposals from experienced firms, with the intention of choosing the most qualified firm that offers the best proposal in terms of approach to generating revenue for the City and overall expertise in the maintenance and operation of outdoor advertising structures. Respondents to this RFP should describe how the following objectives are reflected in their proposal:

- Maintain structures to the highest standards throughout the life of the Concession Agreement (“Agreement”).
- Deliver high quality advertising programs that are appropriate for all communities and provide the City with non-tax revenue. Advertisements that promote tobacco, alcohol and violence are prohibited. Advertisements that primarily promote the responsible consumption of alcohol will be considered. Advertisements that contain sexually explicit content or images are prohibited.
- Replace two shelters per year at the City’s request.

1.3 BACKGROUND

The Department of Public Property (the “Department”) manages the physical infrastructure that supports City government operations. To this end, the Department is responsible for the acquisition, disposition, lease, design, construction, renovation, and maintenance of City properties as well as the 283 transit shelters it owns throughout the city.

The City seeks a firm to manage the solicitation and placement of advertising within these transit shelters, as well as select transit headhouse advertising panels and maintain the structures to the highest standards. These shelters are distributed across the City, with over half located within Center City. Well over 1,000,000 people travel via public transit in the Philadelphia region, and over 1.5 million drive into Center City every day. The City expects the advertising revenue generated by the advertising used to reach these over 2.5 million daily travelers to fund the maintenance of these shelters and provide revenue to the City. Please refer to Exhibit A for a map and list of the 283 existing Shelter locations

Eleven (11) structures located on Chestnut Street between 7th and 17th Streets are not counted in the 283 structures and currently have no advertising panels and instead contain art installations that were created as a component of the City’s Chestnut Street Reconstruction Project. These are maintained by the City’s present contractor and must be maintained by the successful Respondent under the terms of the new Agreement awarded pursuant to this RFP.

In addition, 47 structures in Center City will be designated as cultural institution or “non- commercial” advertising. Advertising for these 47 shelters will be managed by the Center City District for the discrete purpose of promoting arts and culture within the City of Philadelphia. Advertisement for these shelters will

be changes no more frequently than every four (4) weeks and advertisements will be delivered to the selected respondent's operations center for posting by the selected respondent. The City also controls the headhouses that access underground transit concourses on east Market Street (between City Hall and 10th Street). Respondents are requested to propose an advertising program for these headhouses ("Headhouses"). Respondent will only be responsible for the installation, maintenance and sale of the advertising. There are six Headhouses and they are located on the northwest and northeast corners of 13th and Market, the northwest corner of 12th and Market, in the middle of the 1100 block of Market and two are located in the middle of the 1000 block of Market.

Each firm or individual that submits a proposal in response to this RFP (a **"Proposal"**) will be considered a **"Respondent"**. The City intends to enter into negotiations for a written contract (the **"Concession Agreement"**) with the Respondent whose proposal is determined to be most advantageous to the City based on evaluation factors set forth at Section 3.2, "Evaluation Criteria." The City expects that the awarded Respondent will provide the above at no cost to the City in consideration for an exclusive interest to post advertising on the City's structures provided by the awarded Respondent and approved by the City and sharing the advertising revenue with the City. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the "Concessionaire" under the Concession Agreement. The City will award an Agreement to the successful Respondent (the term "Respondent" is also referred to herein as "Proposer")

1.4 OBJECTIVES:

To be eligible for award under this Request for Proposal (RFP), the successful vendor must demonstrate that it can meet the following objectives:

- 1.4.1 Provide, as a prime contractor, total responsibility for all requirements set forth in this RFP, assuming single source responsibility as the sole point of contact for all contractual matters.
- 1.4.2 Maintain structures to the highest standards throughout the life of the Contract. Deliver high quality advertising programs that are appropriate for all communities and provide the City with non-tax revenue. Advertisements that promote tobacco, alcohol and violence are prohibited. Advertisements that contain sexually explicit content or images are prohibited.
- 1.4.3 Replace two shelters per year at the City's request.
- 1.4.4 Maintain a database of the structures that may be mapped at any time and includes information about installation, maintenance and repairs and related response times.

1.5 QUALIFICATIONS OF PROPOSERS (MINIMUM)

- 1.5.1 In order to participate in the procurement process and receive consideration for the award of this procurement, the firm must have:
 - 1.5.1.1 Demonstrable experience executing similar programs in urban environments by providing the following information:
 - 1.5.1.1.1 A brief narrative description of the Respondent's organization, including a statement about the organization's approach to this type of service and how it believes the approach differs from its competitors.
 - 1.5.1.1.2 The resumes of key personnel who will be involved with managing

or directing these services full time, the names and occupations of the members of the Board of Directors of the organization, and the resumes of individuals holding key management positions as identified on the organization chart (e.g., Chief Executive Officer, Chief Operating Officer, Chief Financial Officer).

1.5.1.1.3 An organization chart depicting the structure of the organization, including subsidiaries, affiliates and sub-contractor organizations. Respondents that are subsidiaries of a parent organization must specifically cite and depict such relationships including percentage ownership. Failure to disclose the complete organizational structure will be deemed a violation of the qualification process. This section should also describe which of the above organizations (existing and proposed) will enable the Respondent to fulfill the MBE/WBE/DSBE requirements. (Please see Exhibit C)

1.5.1.1.4 A description of the organization's management information and statistical analysis and reporting capabilities, including sample reports, if appropriate.

1.5.1.2 Demonstrable financial capacity to perform the services described in the program proposal by providing the following financial information:

1.5.1.2.1 Provide audited financial statements for the prior (3) fiscal years. If audited statements are not available, provide accountant prepared financial statements and tax returns for the prior three (3) fiscal years. If the Respondent is a newly formed (or to be formed) partnership, joint venture or other special purpose entity, provide the above financial information for each of the affiliated or founding entities or individuals.

1.5.1.2.2 Provide the most recently completed interim financial statement with a comparison to the comparable prior year period.

1.5.1.2.3 Provide such other information (such as debt ratings) that the Respondent believes will demonstrate the financial capacity of the organization.

1.5.1.2.4 Sub-contractors must also provide the financial information described above.

1.5.2 This section establishes minimum qualification requirements only. Past experience in excess of the minimum requirements specified in this section will be considered in the selection of a provider for this project.

1.6 CONTRACT TERM

The City of Philadelphia through its Department of Public Property, invites qualified firms to submit Proposals for a term of one (1) year with up to three (3) one (1) year renewal options, at the City's sole discretion.

1.7 MANDATORY PRE-PROPOSAL MEETING

1.7.1 A mandatory pre-proposal meeting will be held for all interested parties on Wednesday, October 13, 2010 at 1 PM in room 1450 of the Municipal Services Building (1401 JFK Blvd, Philadelphia, PA 19102). The purpose of this meeting will be to review the requirements

contained in the RFP and entertain general questions that proposers may have concerning any of the aspects of services to be provided. Attendance at this meeting is mandatory and only those who attend will be eligible for an award from this RFP.

1.7.2 Questions may be asked at the Mandatory Pre Proposal meeting, but should be submitted in writing by email in advance of the meeting to:

Ariel Ben-Amos
Mayor's Office of Transportation and Utilities
#143, Municipal Services Building
1401 JFK Blvd.
Philadelphia, Pa. 19102
Telephone: (215) 686-9001
email: Ariel.Ben-Amos@phila.gov

1.7.3 Please clearly state the "QUESTION: TRANSIT SHELTER MANAGEMENT PROGRAM" in the subject line of your email.

1.7.4 All questions at the pre-proposal meeting must be in writing. All questions that materially impact upon the proposal process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

1.8 UNDERSTANDING THE CONDITIONS REGARDING PROPOSAL SUBMITTALS

Upon submittal of a Proposal in response to this RFP, the proposer acknowledges and consents to the following conditions relative to the submittal:

1.8.1 The Respondent shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, or the selection of any Respondent for further negotiations.

1.8.2 The City reserves the right to eliminate any proposers which submit incomplete or inadequate Proposals.

1.8.3 The City reserves the right to reject any Proposals submitted from proposers who fail to meet the Minimum Qualification Criteria.

1.8.4 The City reserves the right to reject any Proposals that fail to satisfy the submittal requirements.

1.8.5 The City reserves the right to reject all Proposals. The City reserves the right to accept or reject, at any time prior to the City's execution of a contract (or contracts) pursuant to this RFP, any or all proposals or any part of any proposal and to waive any defect or technicality and to solicit new proposals where the acceptance, rejection, waiver or solicitation would be in the best interests of the City.

1.8.6 It shall be the proposer's responsibility to review and verify the completeness of its Proposal.

1.8.7 The City reserves the right, without prior notice, to supplement, amend or otherwise modify the RFP at any time prior to the response date.

- 1.8.8 The City may request additional information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer.
- 1.8.9 All responses become the property of the City and will not be returned.
- 1.8.10 The City may request proposers to send representatives for interviews.
- 1.8.11 The City may request to inspect projects referenced in the Qualifications Statement.
- 1.8.12 The City may conduct investigations with respect to the qualifications of each proposer.
- 1.8.13 All Proposals shall remain open for acceptance and in full effect for at least 120 calendar days from the date proposals are received.
- 1.8.14 News releases (including, but not limited to, commercial advertising) pertaining to this project may not be made without prior written approval of the City.
- 1.8.15 Respondents may withdraw or modify their Proposals at any time prior to the Proposal due date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the Address specified in Section 1.7.2.
- 1.8.16 The City shall have the right of first refusal of any assignment by the Vendor of its rights and responsibilities under the Contract. The City shall also have the right to approve any purchaser or assignee of the Contract.

1.9 RESPONSE TO SUBMITTAL REQUIREMENTS

Vendor must respond to all requirements of Section 5 of this RFP, "Submittal Requirements," as well as all other required responses contained within this document in order to verify that they have the capabilities to meet the functional and financial requirements of this RFP.

1.10 RESERVATION OF RIGHTS

In addition to the conditions set forth in Section 1.8 above, the City reserves and may exercise the following rights and options:

- 1.10.1 To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;
- 1.10.2 To supplement, amend, substitute or otherwise modify this RFP at any time prior to the execution of a final contract; to cancel this RFP with or without issuing another RFP; and to require, in any RFP for similar equipment and services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- 1.10.3 To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more proposers for negotiation and to cancel this RFP with or without issuing another RFP;
- 1.10.4 To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- 1.10.5 To reject the proposal of any proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially, or technically incapable, or is otherwise not a responsible proposer;

- 1.10.6 To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City’s sole judgment, material to the proposal;
- 1.10.7 To permit or reject, at the City’s sole discretion amendments (including information inadvertently omitted), modifications, alterations and/or corrections to proposals by some or all of the proposers following proposal submission;
- 1.10.8 To request that some or all of the proposers modify proposals or provide additional information;
- 1.10.9 To request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer;
- 1.10.10 To conduct such investigations as the City considers appropriate with respect to the qualifications of each proposer and any information contained in its proposal.
- 1.10.11 The City reserves the right to approve all advertisements.

1.11 ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP

The Respondent, by submitting its Proposal, expressly acknowledges and agrees to all terms and conditions contained in this RFP, and Concession Agreement (Exhibit “A”).

SECTION 2 - SCOPE OF SERVICES

2.1 GENERAL

The City seeks to establish a contract with the successful vendor to:

- 2.1.1 Maintain transit shelters and to install and maintain advertising panels and to sell advertising on the transit shelters and head houses.
- 2.1.2. Post advertisements once per month in the “Non – Commercial” Shelters panels. The proposal should enumerate a posting fee for these panels.
- 2.1.3 Establish a notification process that insures a quick response to reports of damage or unauthorized posted materials. The notification system must provide access to the general public and public agencies. The selected Respondent must make a commitment to provide 24 hour maintenance call-in capability.
- 2.1.4 Reporting. Monthly status reports shall be distributed electronically to the Department of Public Property and each supported City Department which provide a monthly and year-to-date summary of the services provided. The Monthly Status Report is due on the fifth of each month at 10:00 am or, if this day falls on a weekend or City holiday, on the following business day. The report shall specifically include but not be limited to maintenance and repair logs, response times, reports of emergencies, damage to structures and replacement of parts.

2.2 DISCLAIMER

This RFP does not commit the City to award a contract. This RFP and the process it describes are proprietary to the City, and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response by any Respondent to this RFP,

including written documents and verbal communication, may be subject to public disclosure by the City or its authorized agents except as provided herein.

2.3 PROPOSERS RESTRICTED

No proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest.

2.4 MAINTENANCE

The Respondent should be able to meet or exceed the following maintenance standards:

- 2.4.1 Repair and replace of broken parts within 48 hours of being reported
- 2.4.2 Establish weekly inspections for structural integrity (footings, exposed or loose bolts, leaning structures, bent or broken frame), leaks, broken light bulbs, loose fixtures, etched or broken glass, panel material, and removal of graffiti, paint, markers, stickers, posters and other unauthorized postings.
- 2.4.3 Implement weekly cleaning schedule that provides for washing glass, panel materials, benches, roofs, structure framework, advertising panel cover surfaces and interior pad surfaces.
- 2.4.4 Implement a snow and ice removal schedule. The City requires that a four foot wide path be cleared to provide access to and from the Transit Shelters and the closest intersection and that plowed snow be removed from the curb line. Snow and ice removal must begin within one hour after the final accumulation of snow fall and be completed at all Structures within 24 hours.
- 2.4.5 Replace shelters as deemed necessary. If a Structure is destroyed, Contractor shall remove the structure remains within 24 hours of notification and replace the structure within 15 Days. In conjunction with such removal, Contractor agrees, at its own expense, to restore the affected sidewalk.
- 2.4.6 Respond to a report of broken glass within two hours or other hazardous conditions, such as exposed electrical wires, or an obstruction of the sidewalk or access to an abutting building. The glass must be removed and replaced at anytime during the day or night as must the remediation of other damages listed above.

2.5 PARTICIPATION OF DISADVANTAGED, MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES IN CITY CONTRACTS

This RFP is subject to the Mayor's Executive Order, Nos. 02-05 and 14-08, and/or Chapter 17-500 of The Philadelphia Code. See Exhibit B for the document entitled "Office of Economic Opportunity Antidiscrimination Policy" Participation of Disadvantaged, Minority, Woman and Disabled Owned Business Enterprises in City Contracts" and the requirements that apply to this Request for Proposal.

SECTION 3 - EVALUATION

3.1 METHODOLOGY

After receipt of the proposals, those proposals which meet the tests of responsiveness will be reviewed by the Selection Committee consisting of representatives of the Procurement Department and the Department of Public Property.

Cost to the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Respondent proposing the highest potential revenue. A contract will be awarded to the Respondent whose Proposal the City, in its sole discretion, determines will provide the most effective solution to the requirements of the City and is otherwise in the best interests of the City.

Evaluation factors to be considered include, but are not necessarily limited to, those set forth in Section 3.2 below, and may also include any other factors which the City considers relevant to the evaluation of the Proposal. No particular order of importance or other priority is reflected by the order of the factors listed in Section 3.2.

3.2 EVALUATION CRITERIA

3.2.1 In its evaluation of the proposals the City will take into consideration the following criteria:

- 3.2.1.1 The Respondent's business integrity and financial soundness, including adequate access to capital.
- 3.2.1.2 The Respondent's demonstrated experience and ability to produce high quality and comprehensive outdoor advertising programs.
- 3.2.1.3 The level of skill and capabilities of the Respondent's management, technical staff and field personnel.
- 3.2.1.4 The Respondent's demonstrated experience at operating and maintaining outdoor advertising in an urban setting.
- 3.2.1.5 The quality of the Respondent's plan and level of experience for marketing the advertising opportunities to both local and national advertiser,
- 3.2.1.6 The Respondent's ability to clearly articulate and illustrate a comprehensive program that addresses the City's objectives.
- 3.2.1.7 The Respondent's documented plans for maintaining and operating the structures from a City based operations center. This includes the local allocation of resources (management, staff, materials, equipment, etc.).
- 3.2.1.8 The Respondent's ability to provide quality maintenance, repair and replacement services throughout the term of the Agreement.
- 3.2.1.9 The Offer of Compensation for the rights granted under the proposed agreement
- 3.2.1.10 Eligibility under Code provisions relating to campaign contributions
- 3.2.1.11 Superior prior experience of Applicant and staff
- 3.2.1.12 Superior quality, efficiency and fitness of proposed solution for the City
- 3.2.1.13 Superior skill and reputation, including timeliness and demonstrable results
- 3.2.1.14 Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women.
- 3.2.1.15 Administrative and operational efficiency, requiring less City oversight and administration
- 3.2.1.16 Anticipated long-term effectiveness
- 3.2.1.17 Meets prequalification requirements

3.2.2 The submitted proposals will then be evaluated by the Selection Committee, and those vendors deemed by the Committee to be best qualified may be requested to participate in further discussions concerning their proposals. Discussion may cover cost, methods and any other relevant factors.

3.3 AWARD

The city reserves the right, at any time prior to execution of a final contract, to enter into post-submission negotiations and discussions with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, and to negotiate acceptable terms in an otherwise unacceptable proposal, at any time prior to execution of a final contract. The City may, at its sole discretion, enter into simultaneous, competitive negotiations with multiple Respondents or negotiations with individual Respondents seriatim. Negotiations with Respondents may result in the enlargement or reduction of the scope of the services, or changes on other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other applicants of the changes, or to permit them to revise their Proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest. In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time and/or to enter into or continue negotiations with other Respondents.

3.4 PERFORMANCE BOND

The successful will be required to post a performance bond of \$250,000. For any subsequent renewal periods, the City will inform the vendor, in writing, of its intent to renew the contract. The bidder will be required to renew the performance bond. Failure to secure such bonding for any renewal period will be considered a breach of the contract and will entitle the City to all rights and remedies under the law.

3.5 INSURANCE

3.5.1 Contractor shall procure and maintain at its cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "Occurrence" basis and not a "Claims-Made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed.

3.5.2 Additional Insured Requirement

The City of Philadelphia, its officers, employees, and agents are to be named as additional insureds on all policies required hereunder except the Workers Compensation and Employer's Liability. Also, an endorsement is required stating that the coverage afforded to the City of Philadelphia and its officers, employees and agents as additional insureds will be primary to any other coverage available to them.

3.5.3 Workers' Compensation and Employer's Liability

- Workers' Compensation - Statutory Limits.
- Employer's Liability: \$500,000 each accident bodily injury by accident;
\$500,000 each employee bodily injury by disease; \$500,000 policy
limit bodily injury by disease.

- All states endorsement.
- 3.5.4 General Liability Insurance
- Limit of liability: combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
 - Coverage Premises operation; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees as additional insured; cross liability; broad form property damage (including loss of use) liability; for asbestos abatement projects only - asbestos abatement liability coverage.
- 3.5.5 Automobile Liability
- Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned, and hired vehicles.
- 3.5.6 Professional Liability Insurance
- Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000
 - Coverage: Errors and omissions including liability assumed under this contract.
 - Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after the completion of the services.
- 3.5.7 Certificates of Insurance evidencing the required coverage shall be submitted to the City within ten (10) days of notice of contract award and must indicate the City contract number. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Contractor.

SECTION 4 - CONTRACT TERMS AND CONDITIONS

4.1 EXCEPTIONS TO CONTRACT TERMS

- 4.1.1 The City’s standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the Concession Agreement attached to this RFP as Exhibit A. By submitting a proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

- 4.1.2 Respondents must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek (“Requested Exceptions”) to the Contract Terms in a separate section of the proposal entitled “Requested Exceptions to Contract Terms.” For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number, state the reasons for the request, and propose alternative language or terms. Requested Exceptions to the City’s Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Respondent agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Respondent’s proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

4.2 TAX EXEMPTION

The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. The price proposal must be net, exclusive of taxes.

4.3 ETHICS REQUIREMENTS

- 4.3.1 The Respondent and its contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 002-04 issued by the Mayor of Philadelphia on August 12, 2004. Similarly, the Respondent and its contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City officer, director, or employee which if received by any City official, officer, or employee would violate Executive Order No. 002-04
- 4.3.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 002-04, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be pursuant to any rules the Procurement Commissioner promulgates with respect to contracts subject to competitive bidding, or as the Director of Finance promulgates with respect to all other contracts.
- 4.3.3 If the Respondent and its contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of Section 4.1.1 above, the Respondent will commit an Event of Default under the Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

4.4 TAX REQUIREMENTS

- 4.4.1 Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia’s business tax and ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service within the City constitutes “doing business” in the City, and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Privilege Taxes

- b. Net Profits Tax
- C. City Wage Tax

4.4.2 The successful vendor, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 J.F.Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102, for an account number and to file appropriate business tax returns as provided by law. Questions should be directed to the Taxpayer Service Unit at (215) 686-6600.

4.5 IDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the work under the Contract and/or arising out of or resulting in whole or in part from the use or occupancy of the demised premises, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to maintain a drug-free work site and workforce and any other breach of the Contract, regardless of the inherent nature of the work and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section. The Contractor shall further indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action, liabilities and judgments of any kind asserted against the City by any of Contractor's subcontractors or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Contract for the Contractor.

In claims against any person indemnified under this section by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

4.6 AUDITS

4.6.1 The vendor agrees to provide the City with auditing privileges.

4.6.2 The contractor shall preserve books, documents and records for a period of three (3) years from completion of the contract. During the term of the contract, all information obtained by the contractor in the performance of this contract will be made available to the City immediately upon demand. If requested, the contractor shall deliver to the City background material prepared or obtained by the contractor incident to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, instructional material, reports, pamphlets, maps and drawings.

4.7 CONFIDENTIAL/PROPRIETARY INFORMATION

- 4.7.1 The vendor must agree to treat all information obtained from the City which is not generally available to the public as confidential and proprietary to the City. Vendor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Vendor agrees to indemnify and hold harmless from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential information by vendor or employees, or any person acquiring such information, directly or indirectly, from vendor.

4.8 NON-DISCRIMINATION

- 4.8.1 In the performance of this Agreement, the contractor shall not discriminate or permit discrimination against any person because of race, color, sex, religion, national origin or ancestry. The contractor agrees that such discrimination constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.
- 4.8.2 In accordance with Chapter 17-400 of the Philadelphia Code, the contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity. The contractor agrees to include the immediately preceding sentence, with adjustments for the identities of the parties, in all subcontracts which are entered into for Work to be performed pursuant to this Agreement. The contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity.

4.9 CERTIFICATION OF NON-INDEBTEDNESS

- 4.9.1 Vendor is to state if the company, or its subcontractors or any partners or officers of the company or subcontractors are delinquent in payment of any debts or obligations to the City of Philadelphia
- 4.9.2 As part of the contract awarded as a result of this RFP, the successful contractor will be required to certify that they have no tax indebtedness to the City of Philadelphia and to make this certification a part of any sub-contractor's agreement.

4.10 TERMINATION FOR CONVENIENCE

- 4.10.1 The City reserves the right to terminate any contract resulting from this RFP for any reason upon thirty (30) days written notice to the contractor. In the event the City terminates this contract pursuant to this paragraph, contractor shall continue to provide services to the effective date of termination. The City shall incur no liability beyond such date.

4.11 TERMINATION FOR CAUSE

The City reserves the right, if vendor shall at any time fail to perform any of its obligations under the contract resulting from this RFP or fails to provide services and such failure to provide services shall continue for a period of one (1) day after notification thereof (written or oral) from the City's Procurement Department, or shall fail to provide service on two (2) separate occasions (to be determined by the Procurement Department) during the term of the contract, then, in addition to any other remedies provided hereunder or at law, the City may immediately terminate this contract and obtain services from another vendor or provide service itself and vendor shall be liable for all costs and expenses incurred by City in obtaining such other services.

4.12 ASSIGNMENT OF THE SERVICE CONTRACT

The City shall have the right of first refusal of any assignment by the Vendor of its rights and responsibilities under the Contract. The City shall also have the right to approve any purchaser or assignee of the Contract.

4.13 TYPES OF PROPOSERS RESTRICTED

Proposers must not be a party to more than one proposal for the same goods or service at the risk of having all proposals in which he/she is so interested rejected.

SECTION 5 - SUBMITTAL REQUIREMENTS

5.1 GENERAL

- 5.1.1 To be considered responsive to this RFP the instructions contained herein shall be followed by the proposer.
- 5.1.2 Specifically, if any of the submittal requirements are omitted or any exceptions to the technical requirements or contractual terms and conditions are taken at the time of Proposal submission, then the proposer may be eliminated from the Procurement process.
- 5.1.3 The City reserves the right to reject the Proposal if it is incomplete or if it is not in compliance with the required format. To be considered responsive, the proposal must be complete and should contain all of the requirements enumerated below.

5.2 RESPONSIVE TESTS

- 5.2.1 Receipt - Proposals should be received no later than the date and time set for submission. Vendors are completely and fully responsible for delivery of proposals on time and to the proper location. The date, time, and location for receipt of proposals is:

DATE: November 5, 2010
TIME: 10:30 (EDT)
LOCATION: Procurement Department
Room 170A, Municipal Services Building,
Philadelphia, PA 19102

5.2.2 Contract Execution - With their submission, proposers should fully sign and execute the contract page entitled "Signing of Proposal", Paragraphon page 23 or 24.

5.2.4 MacBride Principals

5.2.4.1 In accordance with the requirements of Section 17-104 of the Philadelphia Code, the City may not enter into an original or renewal contract with any Business Entity that is engaged in certain specific activities relating to Northern Ireland.

5.2.4.2 Accordingly, unless a waiver is requested and granted (which will be determined by the City after receipt of Proposals), the contract awarded pursuant to this RFP will contain a statement based on the MacBride Principals.

5.3 PROPOSAL FORM

5.3.1 The Proposal shall be accompanied by one signed original transmittal letter and ten (10) copies of the Proposal and the letter. The original letter shall be signed by a person with authority to bind the proposer to all of the terms of the proposal.

5.3.2 The Proposals shall be neatly typed on 8-1/2" x 11" paper and marked clearly on the cover with proposer's name and the RFP #. Each Proposal must be sealed to provide confidentiality of the information prior to the submission date and time. Proposals will not be accepted via facsimile machine.

5.3.3 Proposals shall follow the form of the RFP and utilize the same numbered paragraphs. Tab separators shall be provided to identify the following sections:

- Cover Letter
- Contract Page
- Company Profile
- Financial Information
- Financial Statements
- Financial Analysis and Compensation Proposal (See Exhibit B)
- Managerial and Operations Plan
- Permits and Licenses
- Confidential Information
- Price Submission
- OEO Form
- Resumes
- Exhibits and Attachments

5.4 COMPANY PROFILE:

- 5.4.1 Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees and number of years in business.
- 5.4.2 Indicate any parent or subsidiary relationships with other businesses.
- 5.4.3 Corporate office organizational structure.
- 5.4.4 If you are a partnership or a joint venture, give the date of agreement, County and State where agreement was filed, and name and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.

5.5 CAPABILITIES AND REFERENCES:

- 5.5.1 List all contracts your company, related companies or subcontractors have had with the City or its related agencies in the last five years.
- 5.5.2 List any experiences in the last five years in which you, your company or related companies and/or subcontractor failed to successfully complete a contract. List any contractual arrangements which were canceled or not renewed for poor performance.
- 5.5.3 Provide a list of customer references (at least five [5]) to whom your firm has provided similar services and with whom the contract between your firm and the customer is similar in size and scope to that specified in this RFP.
- 5.5.4 Provide the name, address and telephone number of your customer contact responsible for each account. At the discretion of the City, these persons may be contacted as references by the evaluation committee.

5.6 FINANCIAL INFORMATION:

- 5.6.1 Provide the following information for your company and/or your partners. Vendors are to identify each submission of required information to its applicable paragraph.
 - 5.6.1.1 A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last three (3) years. The City reserves the right to request audited statements.
 - 5.6.1.2 List bank reference(s), suppliers. Include name and telephone number of a person familiar with your accounts, types of accounts, loans or maximum line of credit and relevant dates that accounts were established. These persons will be called by the City as references.
 - 5.6.1.3 List all bankruptcy actions against you, your company or related companies in the last seven years.
 - 5.6.1.4 List the Surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of the contract.
- 5.6.2 Submit a Financial Analysis and Compensation Proposal consisting of cash flow projections (Proposers are required to use the format provided in Exhibit D to submit a projected cash flow analysis. All amounts should be stated in thousands of US dollars. Footnotes may be submitted.) and a compensation proposal. The Proposer must provide an offer of

compensation to the City for the rights granted under the proposed Agreement. Two alternate compensation proposals must be presented:

1. A fixed guaranteed annual minimum fee, plus a percentage of the annual gross annual revenues earned in connection with the Agreement
2. A percentage of the annual gross annual revenues earned in connection with the Agreement

The City will not accept percentage of net revenue proposals. If the City selects a guaranteed annual minimum fee, the Proposer will pay the guaranteed annual minimum compensation for the term of the Agreement. The amount will be paid annually in advance.

Gross Revenue is defined as the sum of any user fees, advertising revenues or other types of revenue obligated to be paid to the selected Proposer (and its subsidiaries, partners, affiliates) or third parties as a result of the installation of the structures installed under the terms of the Agreement. Gross revenues will be calculated on the basis of amounts contracted for by advertisers and other service providers and will not be calculated on the ability of the selected Proposer to collect. Gross revenue also includes any form of materials, services, or other benefits (tangible or intangible) or barter transactions. Gross Revenue will not be adjusted to reflect commissions, labor expense or other charges. Compensation based on a percentage of Gross Revenue will be paid to the City monthly in arrears.

The successful respondent must comply with the terms of the City's current transit shelter agreement, particularly those terms which govern the transition from the current transit shelter agreement to the new agreement awarded pursuant to this RFP. The current transit shelter agreement expires on December 31, 2010. The current transit shelter agreement provides that the City's current provider will receive a 20% commission from the successful Respondent to this RFP for pre-sold advertising. The commission would apply to any advertising sold by the City's current provider, provided such sales are made before that agreement expires or is terminated. However, the City's current provider may not sell advertising for any period 180 days beyond the expiration or termination of the current transit shelter agreement. Respondents are responsible for understanding and agreeing to be bound by the terms and requirements of the current transit shelter agreement.

5.7 MANAGERIAL AND OPERATIONAL PLAN

5.7.1 Provide a detailed summary as to how you propose to meet each of the City's requirements stated in Section 2, Scope of Work. At a minimum the following must be addressed:

5.7.1.1 Staffing levels by shift or work schedule and equipment to be utilized to fulfill the requirements specified herein. Identify proposer's management team, its support team, their background and experience.

5.7.1.2 The resumes of the Maintenance Support Lead, his/her subordinate managers, the Account Executive and other members of the management team that the vendor will appoint to be ultimately responsible for the City's account. The resumes shall indicate the qualifications of the management staff with, as a minimum, their positions in the firm, their degrees and applicable certifications, their total years in the firm, their types of experience and their job assignment for this project.

- 5.7.1.3 Procedures for dealing with City's complaints about the quality and availability of services.
- 5.7.1.4 A contingency plan to be utilized in case the primary level 2 support facility or depot becomes unavailable for service at any time during the contract period.
- 5.7.1.5 A technical plan containing a detailed description of how the required services, as described in Section 2, "Scope of Services", will be provided and a discussion of how the vendor proposes to satisfy all minimum requirements of the proposal. Include all available data to support the provider's abilities to maintain custody and quality assurance for City Assets.
- 5.7.1.6 Describe a plan for administering the programs and for marketing the transit shelters to potential advertisers and for reporting essential data such as the monthly utilization rates of available advertising locations.
- 5.7.1.7 The Respondent should describe its plans for Transit Shelter Program record keeping, reporting and data base management. The following should be included.

5.8 CONFIDENTIAL INFORMATION

- 5.8.1 If the proposer chooses to include material of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The proposer shall mark confidential material as noted below. The proposer must indicate reasons for confidentiality. The City will exercise reasonable care to honor confidentiality requests to the extent permitted by law.
- 5.8.2 Respondents should specifically identify pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of each volume of the proposal:

5.9 SIGNING OF PROPOSALS

Proposals must be signed by a person authorized to bind the entity submitting the Proposal, on the following forms.

Signing of Proposal:

If proposer is an individual or a PARTNERSHIP, form must be dated and signed here:

This _____ day of _____, 20__.

(Signature of Owner or Partner)

(Business Name of Proposer)

(Typed or Printed Name and Title)

(Phone Number)

(Address, Including Zip Code)

Signing of Proposal:

If proposer is a CORPORATION, form must be dated and signed by President, Vice-President or other officer of the Corporation authorized to bind the corporation:

This _____ day of _____

(Corporate or Business Name)

(Address Including Zip Code)

(Phone Number)

(President/Vice President)

(Typed/Printed Name and Title)

EXHIBIT A

CONCESSION AGREEMENT

This CONCESSION AGREEMENT (the “Agreement”) is made as of the ___day of _____, 2010 (“Effective Date”), between The City of Philadelphia, through its Department of Public Property (the “City”), and _____, a _____, with its primary place of business at _____ (“Concessionaire”).

BACKGROUND

The Department of Public Property (the “Department”) manages the physical infrastructure that supports City government operations. To this end, the Department is responsible for the acquisition, disposition, lease, design, construction, renovation, and maintenance of City properties as well as the 291 transit shelters it owns throughout the city.

The City seeks a firm to manage the solicitation and placement of advertising within these transit shelters, as well as select transit headhouse advertising panels and maintain the structures to the highest standards. These shelters are distributed across the City, with over half located within Center City. Well over 1,000,000 people travel via public transit in the Philadelphia region, and over 1.5 million drive into Center City every day. The City expects the advertising revenue generated by the advertising used to reach these over 2.5 million daily travelers to fund the maintenance of these shelters and provide revenue to the City.

The City expects that the Concessionaire will manage the City’s transit shelters and select transit headhouse advertising panels, selling the advertising and managing the advertising revenue and maintaining the cleanliness and general condition of the structures. The Concessionaire will provide the above at no cost to the City in consideration for an exclusive interest to post advertising on the City’s structures provided by the Concessionaire and approved by the City and sharing the advertising revenue with the City.

NOW, THEREFORE, intending to be legally bound, the City and Concessionaire agree as follows:

ARTICLE 1

INCORPORATION OF BACKGROUND, RFP, AND PROPOSAL; DEFINITIONS; EXHIBITS

1.01 Incorporated. The Background paragraphs above are incorporated into this Concession Agreement and are part of this Concession Agreement. The RFP and Proposal are incorporated into this Concession Agreement and are part of this Concession Agreement. Concessionaire shall comply with all the provisions of the RFP, its Proposal, and this Concession Agreement.

Definitions. Unless expressly defined below or elsewhere in this Concession Agreement, capitalized words and phrases used in this Concession Agreement have the meanings assigned to them in the RFP.

1.03 Exhibits:

- Exhibit A:** Concession Agreement
- Exhibit B:** OEO Participation Goals
- Exhibit C:** Description of Shelters
- Exhibit D:** Financial Analysis & Compensation Proposal

ARTICLE 2

LICENSE AND DESCRIPTION OF PREMISES

2.01 The City, for and in consideration of the payment by Concessionaire as set forth in this Agreement, and of the performance by Concessionaire of all the covenants, conditions and obligations in this Agreement, hereby grants to Concessionaire the non-assignable license to utilize various locations and improvements thereon throughout the City of Philadelphia for the installation and maintenance of Transit Passenger Shelters (hereinafter referred to as “Shelters”). The City further grants Concessionaire the right to sell advertisements to be displayed on certain Shelters, such sale and display to be in accordance with the terms of this Agreement.

2.02 It is understood and agreed that this Agreement shall neither lease nor convey any other rights or privileges than those specifically stated and it is strictly agreed that no vending machines of any kind or other equipment shall be placed in, on, or about any Shelter.

2.03 Notwithstanding any other provision of this Agreement, this Agreement does not obligate the City to appropriate or spend money for any reason whatsoever.

2.04 The Shelters, including their locations and potential new locations are more fully described in Exhibit C.

2.05 The Shelters shall be taken in an “as is” condition subject to and including all defects latent and patent and shall be improved, revised, maintained and operated at Concessionaire's sole cost and expense.

ARTICLE 3

TERM

3.01 Initial Term. The term of this Agreement shall commence on _____, 2010 (the “Commencement Date”) and shall continue for one year (the “Termination Date”) unless terminated before the Termination Date in accordance with the terms of this Agreement (the “Initial Term”).

3.02 Renewal Term. The City may, at its sole option, renew this Agreement to add, on an annual basis, up to three (3) successive one (1) year terms (the “Renewal Term(s)").

3.03 The Initial Term and Renewal Term(s) are collectively referred to herein as the “Term”.

ARTICLE 4

MAINTENANCE OBLIGATIONS

4.01 Concessionaire agrees, at its sole cost and expense, to develop, construct, equip, furnish, operate and maintain Shelters in accordance with the RFP attached hereto and made a part hereof, and the proposal submitted by Concessionaire. All improvements constructed on and all equipment used in connection with the premises shall be of first class construction, safe, fire resistant and

attractive in appearance. Each Shelter shall be designed and installed in compliance with all building codes and local ordinances. The preparation and completion of all plans, specifications, and construction requirements shall be in strict and exact accordance with the RFP.

- 4.02 Pror to constructing or replacing a Shelter, Concessionaire shall prepare and submit to the City a site survey and plan with dimensions and the location of the proposed electrical connection. This plan shall be used for the City's determination of the feasibility of a proposed site and the size of the Shelter to be installed.
- 4.03 The City shall assume no responsibility as to the condition of the Shelter location nor shall it assume responsibility for maintenance, upkeep or repair necessary to keep the premises or the Shelters in a safe and serviceable condition.
- 4.04 Concessionaire shall bring to the Shelter electric facilities adequate to serve the operations to be carried thereon, based on the improvements and facilities set forth in the approved plans and specifications for those improvements.
- 4.05 Concessionaire shall be responsible for the protection of the public during construction, removal or maintenance and shall promptly restore all sidewalks, curbs, streets and surrounding areas disturbed during construction, removal or maintenance to their proper and original condition.
- 4.06 No change order, alteration or modification in the plans and specifications once approved shall be made by Concessionaire except with the written approval of the City.

4.07 Maintenance, Repair, Cleaning and Complaints

- (A) The Shelters shall be kept in safe, clean and complete condition and in good order and repair, with any damage to be promptly repaired at the Concessionaire's expense. Damage includes graffiti which shall be removed promptly at Concessionaire's expense. Concessionaire agrees to promptly service, repair or replace any Shelters which are damaged or vandalized. Concessionaire shall repair and maintain sidewalks, or portions thereof, previously or to be demolished to provide electrical connections to Shelters. It is understood and agreed that Concessionaire shall have and maintain a maintenance shop within the limits of the City of Philadelphia for maintenance of said Shelters throughout the Term of this Agreement. In the event that Concessionaire is notified of any damage, vandalism or graffiti to said shelters, Concessionaire shall promptly repair the same. Concessionaire shall promptly remove any snow and ice from the premises and shall provide a clear pathway to board the transit vehicle, this shall include a pathway through any plowed ridge of snow at the curb line.
- (B) Concessionaire shall, at a minimum, adhere to the following cleaning and preventive maintenance schedules for each Shelter:
 - 1. Once each week all display panels shall be cleaned on the outside surface and all other glass panels shall be cleaned on both surfaces.
 - 2. Once each week the sidewalk underneath the Shelters shall be cleaned, including a 4 foot swath around the Shelter, and trash and debris removed.
 - 3. Four times a year, or more often if necessary, non-glass support structures, the ceiling (including the ceiling fixture) and the roof shall be cleaned.
 - 4. Posters, pamphlets and other material not a part of the formal advertising or display of SEPTA or NJT services shall be removed from Shelter panels as quickly as possible, but no later than the time of the next regularly scheduled cleaning required by (1) and (2) above.
 - 5. Once each year the entire Shelter shall be painted or otherwise coated with weather-proof paint.

6. Unless failure occurs at an earlier date: fluorescent bulbs shall be replaced in each Shelter every two years ballasts shall be replaced every four years, and
7. Photocells shall be replaced every five years.

(C) Concessionaire shall maintain and adequately staff a management office within the City of Philadelphia. That office shall be open, at a minimum, during normal business hours and shall answer questions and receive complaints regarding Shelters. In addition, Concessionaire shall maintain a twenty-four hour per day emergency telephone service to receive complaints regarding Shelters. To each Shelter, there shall be affixed a conspicuous notice, in form approved by the City, setting forth the Concessionaire's name, regular and emergency telephone numbers and Concessionaire's contact person. Concessionaire shall maintain a log of all questions and complaints received and shall submit to the City a monthly written report regarding such questions and complaints and the time and manner of their resolution.

ARTICLE 5

REPORTS

- 5.01** On or before the 25th day of each month Concessionaire shall submit to the City, in form and with detail satisfactory to the City, a statement of its gross revenue for the preceding month upon which the percentage payments to the City are computed. This statement shall be signed by a responsible accounting officer of Concessionaire. Any false statement made knowingly by Concessionaire constitutes a material default.
- 5.02** Concessionaire shall keep full and complete books of account and other records relating to the provisions and requirements of this Agreement and in so doing shall comply with such minimum procedural requirements as may be prescribed by the City. The City, through its duly authorized representative, shall have the right to inspect and audit Concessionaire's books of account and other records at all reasonable times during normal business hours. Concessionaire shall retain said records for a period of three (3) years and upon the City's request shall make such records available to the City for audit in the City or at some other mutually agreed upon location. Should adequate records not be made available by Concessionaire at the appointed location, then the additional cost of said audit including all reasonable travel, food, and lodging expenses incurred by the City shall be borne by Concessionaire.
- 5.03** Concessionaire shall, within ninety (90) days after the end of each calendar year, or at such other intervals as the City may prescribe, submit to the City a written statement certified by an independent certified public accountant that, in the accountant's opinion, payments for all rentals and charges due hereunder for the preceding calendar year were made in accordance with the terms of this Agreement.
- 5.04** The City reserves the right to audit Concessionaire's books and records or receipts at any reasonable time for the purpose of verifying gross revenues. If, as a result of such audit, it is established that Concessionaire has understated the gross revenues received by it from all operations under this Agreement by five percent (5%) or more (after the deductions and exclusions provided for herein), the entire expense of said audit shall be borne by Concessionaire. Upon written notice by the City, any additional percentage rentals due shall be paid by Concessionaire within thirty (30) days of notice, with interest and late charges thereon. Such interest shall not accrue with respect to disputed items being contested in good faith by Concessionaire, but if decided against Concessionaire, the aforesaid right of interest shall prevail

from the date the dispute is decided against Concessionaire.

- 5.05** Monthly status reports shall be distributed electronically to the Department of Public Property and each supported City Department which provide a monthly and year-to-date summary of the services provided. The Monthly Status Report is due on the fifth of each month at 10:00 am or, if this day falls on a weekend or City holiday, on the following business day. The report shall specifically include but not be limited to maintenance and repair logs, response times, reports of emergencies, damage to structures and replacement of parts.

ARTICLE 6

ADVERTISING

- 6.01 Subject to the conditions hereinafter set forth, the City hereby grants to Concessionaire permission to display commercial, industrial, public service, or charitable advertising on or in designated portions of each Shelter. The placement and types of all advertising shall be subject to all current or future laws, statutes, ordinances and regulations and to any requirements, restrictions or prohibitions imposed by any entity having jurisdiction over the premises upon which the advertising is sought to be placed. In the event the Commissioner of Public Property shall determine that any advertisement is deceptive, misleading, untruthful, obscene or otherwise injurious or contrary to the public health, safety, welfare or continued viability or expansion of the Shelter program, Concessionaire shall remove such advertisement at Concessionaire's sole cost and expense within three (3) days of notice from said Commissioner to do so.
- 6.02 Upon the request of the City, any unsold advertising space shall be made available to the City for the display of public service announcements and advertisements regarding community, art, cultural, educational, and similar events. This shall include public service notices which the City may want to display. The City shall notify Concessionaire at least sixty (60) days prior to the first day of the month in which such displays are to be made specifying the number and locations to be used for such displays. The material to be displayed will be provided to Concessionaire who shall place and maintain the material at the locations specified by the City. Concessionaire shall have no obligation to post a display at a location and time requested by the City if Concessionaire is subsequently able to secure a paid advertisement for such location and time. Concessionaire may charge a nominal posting fee for the placement of such public service advertisements provided such fee does not exceed Concessionaire's labor cost for posting such advertisements.

ARTICLE 7

ALTERATIONS

- 7.01** Concessionaire agrees to make no structural alterations, additions or improvements to the Shelters unless they are in strict and exact accordance with the attached specifications and with the specific written consent of the City.

ARTICLE 8

ASSIGNMENT PROHIBITED

- 8.01** Assignment. Concessionaire shall not transfer, assign, hypothecate, or sublicense all or any part of its interest under this Agreement without the prior written consent of the City, which consent shall be given in the City's sole discretion. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 9

ACKNOWLEDGEMENT OF THE RFP; ORDER OF PRECEDENCE;

- 9.01** Acknowledgement of the RFP; Order of Precedence.
- (a) Concessionaire expressly acknowledges that it has read, understands, and agrees to the terms and conditions contained in the RFP.
 - (b) In the event of a conflict or inconsistency between the terms of this Concession Agreement, the RFP, and the Financial Analysis & Compensation Proposal (FACP), or between any of them, the order of precedence shall be as set forth below:
 - 1. First, this Agreement, without giving effect to conflicting provisions of the RFP or giving effect to the Proposal;
 - 2. Second, the RFP;
 - 3 Third, the FACP

ARTICLE 10

REVIEW BY CITY

- 10.01** Review, approval or inspection by the City of any plans, designs, specifications, work or materials submitted or performed by Concessionaire under or in connection with this Agreement, does not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed or approved or the work or materials. No person or party may rely in any way on such review or approval, and at all times Concessionaire shall use its own independent judgment as to the accuracy and quality of all such matters. The City's review or approval of any work performed or materials provided under this Agreement is not approval otherwise required under local, state or federal laws or by any and all City departments, boards and commissions in connection with any and all aspects of this Agreement.

ARTICLE 11

OFFICE OF ECONOMIC OPPORTUNITY ANTIDISCRIMINATION POLICY

11.01 Office of Economic Opportunity (OEO) Antidiscrimination Policy. Concessionaire shall comply with the OEO Participation Ranges set forth in Exhibit B.

ARTICLE 12

INSPECTION; NO WAIVER OF COMPLIANCE

12.01 Inspection. Concessionaire shall permit the City and its representatives to inspect the Shelters.

12.02 The City Does Not Waive Concessionaire's Strict Compliance; No Waiver Except by Writing. The City will not be deemed to have waived Concessionaire's compliance with any provision of this Agreement or any breach of this Agreement by Concessionaire or any Event of Default regardless of whether the City (1) fails to insist upon Concessionaire's strict performance of any provision of this Agreement, (2) fails to exercise any right or remedy following an Event of Default.

12.03 Concessionaire Liable for the City's Costs. Concessionaire is liable for and must promptly pay upon demand all of the City's costs, charges and expenses, including the fees of counsel, agents and others retained by the City (or, if the City uses its own employees for such services, the amount that the City would have paid had it engaged the services of outside counsel or others) incurred by the City in connection with any action brought by the City to enforce any right or remedy against Concessionaire following a finding by a court of competent jurisdiction that an Event of Default has occurred or any agreement by Concessionaire that an Event of Default has occurred.

ARTICLE 13

PROHIBITION ON WASTE AND DAMAGE SURRENDER OF SHELTERS

13.01 Prohibition on Waste and Damage. The City acknowledges that the Concessionaire has agreed under this Agreement to use the Shelters in their "AS IS" condition. Nevertheless, Concessionaire shall not cause any waste, damage or injury to the Shelters, and shall promptly repair, at its sole cost and expense, any injury or damage to the Shelters arising from Concessionaire's use thereof or caused by or under Concessionaire, its agents, employees, contractors, subcontractors, officers, invitees and permitted successors and assigns.

13.02 The City Not Responsible for Loss or Damage to Property. The City will not be responsible for any loss or damage occurring to any property owned by Concessionaire.

13.03 Condition of Shelters on Concession Agreement Ending Date. Concessionaire is not obligated to return the Shelters to the City on the Agreement Ending Date in "like new" condition. Concessionaire shall return the Shelters to the City on the Concession Agreement Termination Date

in the same or better condition as they are in on the Commencement Date, subject to reasonable wear and tear.

13.04 Survival of Article 13 Provisions. Without limiting the generality of Section 17.02 (Survival) below, the provisions of this Article 13 survive the Agreement Ending Date.

ARTICLE 14

NOTICE

14.01 Any notice, demand, request, consent or waiver to be given under this Agreement must be in writing and must be sent by (1) United States certified mail, postage prepaid, return receipt requested, (2) hand delivery by courier service with receipt obtained or (3) overnight mail through a nationally recognized courier providing receipted proof of delivery, and in each case addressed to the following parties:

If to the City:

Hugh Ortman
Procurement Commissioner
Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102

with a copy to:

John Mond
Divisional Deputy City Solicitor
Real Estate and Economic
Development
City of Philadelphia Law Department
1515 Arch Street, 17th Floor
Philadelphia, PA 19102-1595

If to Concessionaire:

[to be supplied]

with a copy to:

[to be supplied]

or to such other official, or address, or both, as the party to receive the notice, demand, request, consent or waiver may hereafter designate by written notice to the other party.

15.02 Delivery. Notice given in accordance with the preceding section is deemed delivered on the actual delivery date or the date the party to receive notice refuses to accept delivery.

ARTICLE 15

INSURANCE

- 15.01** Concessionaire shall procure and maintain at its sole cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "Occurrence" basis and not a "Claims-Made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Concessionaire fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed.
- 15.02** Additional Insured Requirement -- The City of Philadelphia, its officers, employees, and agents are to be named as additional insureds on all policies required hereunder except the Workers Compensation and Employer's Liability. Also, an endorsement is required stating that the coverage afforded to the City of Philadelphia and its officers, employees and agents as additional insureds will be primary to any other coverage available to them.
- 15.03** Workers' Compensation and Employer's Liability
Workers' Compensation - Statutory Limits.
Employer's Liability: \$500,000 each accident bodily injury by accident; \$500,000 each employee bodily injury by disease; \$500,000 policy limit bodily injury by disease. All states endorsement.
- 15.04** General Liability Insurance
Limit of liability: combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
Coverage Premises operation; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees as additional insured; cross liability; broad form property damage (including loss of use) liability; for asbestos abatement projects only - asbestos abatement liability coverage.
- 15.05** Automobile Liability
Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
Coverage: Owned, non-owned, and hired vehicles.
- 15.06** Professional Liability Insurance
Limit of Liability: \$1,000,000 with a deductible not to exceed \$25,000
Coverage: Errors and omissions including liability assumed under this contract.
Coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after the completion of the services.
- 15.07** Certificates of Insurance evidencing the required coverage shall be submitted to the City within ten (10) days of notice of contract award and must indicate the City contract number. The City reserves the right to require Concessionaire to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Concessionaire.

ARTICLE 16

INDEMNIFICATION

16.01 The Concessionaire shall indemnify, defend and hold harmless the City, its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the work under this Agreement and/or arising out of or resulting in whole or in part from the use or occupancy of the Shelters, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to maintain a drug-free work site and workforce and any other breach of the Agreement, regardless of the inherent nature of the work and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section. The Concessionaire shall further indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action, liabilities and judgments of any kind asserted against the City by any of Concessionaire's subcontractors or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Agreement for the Concessionaire.

In claims against any person indemnified under this section by an employee of the Concessionaire, a subcontractor, anyone directly or indirectly employed by the Concessionaire or anyone for whose acts the Concessionaire may be liable, the indemnification obligation under this section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Concessionaire or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

16.02 Concessionaire Primarily Liable. At all times Concessionaire is primarily liable for performance of all its obligations under this Agreement, including but not limited to timely payment of all sums that this Agreement requires the Concessionaire to pay.

ARTICLE 17

MISCELLANEOUS

17.01 Business Corporate and Slavery Era Insurance Disclosure

In accordance with Section 17-104 of The Philadelphia Code, Concessionaire, after execution of this Agreement, shall complete an affidavit certifying and representing that it (including any parent company, subsidiary, exclusive distributor or company affiliated with subcontractor) has searched any and all records or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Concessionaire agrees that any false certification or representation in connection with this Section and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The

Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S. Section 4904.

17.02 Survival. Any and all provisions set forth in this Agreement which, by its nature or their nature, would reasonably be expected to be performed after the Agreement Ending Date shall survive and be enforceable after the Concession Agreement Ending Date. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive the Agreement Ending Date.

17.03 No Prohibited Gifts to City Officials; Financial Assistance.

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

1. A person seeking to obtain business from, or who has financial relations with, the City;
2. A person whose operations or activities are regulated or inspected by any City agency;
3. A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
4. A person seeking legislative or administrative action by the City; or
5. A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

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

17.03 Utilities Costs and Other Expenses Before Commencement Date. Concessionaire is not liable for any bills, fees, invoices, utilities, or other charges related to the operation of the Shelters prior to the Commencement Date of this Agreement.

17.04 Headings; Section Numbers. The headings and section references in this Agreement are for convenience only and are not a part of this Agreement. The headings and section references do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

17.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, and all of which together are one and the same agreement.

17.06 Concessionaire's Representations and Warranties. Concessionaire represents and warrants that all the information set forth in its Proposal and this Concession Agreement is true and correct as of the Commencement Date.

17.07 Utilities. It is understood and agreed that Concessionaire shall connect to the existing Philadelphia Electric Company ("PECO") underground secondary distribution facilities in the vicinity of the Shelters subsequent to Concessionaire's obtaining permission from PECO for this arrangement and

that Concessionaire shall bear the full cost and expense of making such connections, any maintenance and repair services related thereto, and make any and all applications to PECO for said connections and the cost related thereto. All Shelters shall be electrified. Concessionaire shall pay directly to PECO for all required electrical power to illuminate the Shelters. It is agreed that the required times for illumination of each Shelter shall, at a minimum, coincide with the times of street lighting by the municipality.

17.08 Force Majeure. Time is of the essence in the performance of each and every obligation under this Agreement. In addition, Concessionaire is excused from performance of any obligation where (1) performance of the obligation is rendered impossible by any unexpected event in the nature of a severe storm, hurricane, tornado, earthquake, war, terrorism, or labor strike (except by Concessionaire's own employees), and (2) Concessionaire could not reasonably make alternative arrangements to perform the obligation despite the unexpected event ((1) and (2) together, a "Force Majeure Event"). Concessionaire is excused from performance of any obligation because of a Force Majeure Event only for the duration of the Force Majeure Event or until Concessionaire can sooner reasonably make alternative arrangements to perform the obligation. If the Force Majeure Event renders impossible Concessionaire's performance of a material obligation under this Concession Agreement, and if the Force Majeure Event continues for 3 months, then the City may terminate this Agreement in its sole discretion.

17.09 Integration. This Agreement, and the Exhibits to it, is the complete, final, and exclusive agreement between the City and Concessionaire regarding the management and operation of the Shelters. All prior negotiations and agreements between the City and Concessionaire related to the subject matter of this agreement are superseded by this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

**THE CITY OF PHILADELPHIA through its
DEPARTMENT OF PUBLIC PROPERTY**

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

Per: _____
John S. Mondlak
Divisional Deputy City Solicitor

By: _____
Joan Schlotterbeck
Public Property Commissioner

CONCESSIONAIRE

By: _____

By: _____
Attest

EXHIBIT B

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(NON-COMPETITIVELY BID CONTRACTS)**

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

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

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

MBE Ranges - 50% - 55%

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

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

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency¹ or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If applicant or applicant's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the proposal.

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

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

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

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

5. M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the work or supply effort, the dollar amount

¹ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO

of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicant in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

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

2. Applicants must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this NOCO. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

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

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
- Provide any additional evidence pertinent to applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and

commitment with contract participants. In describing applicant's efforts to achieve participation within the ranges, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

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

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

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

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful applicant shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its

M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful applicant agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

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

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend the successful applicant from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall.

(NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

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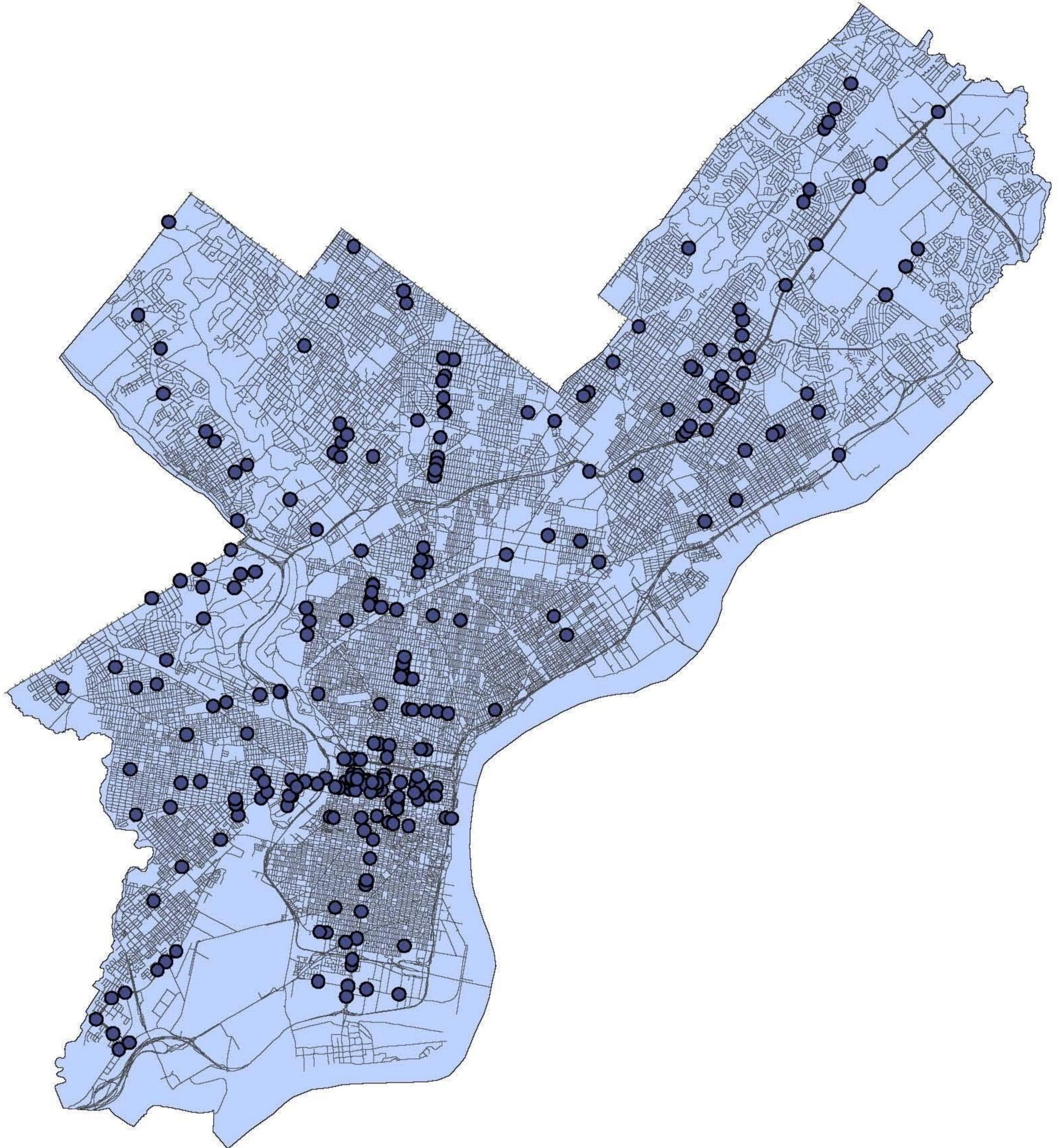
Should you have any questions related to the Contract Provisions, please call Dani'elle Snead, OEO at (215) 683-2082 or facsimile (215) 683- 2085.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (PROPOSAL) Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises				DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)						
RFP TITLE: Transit Shelter Management Program C-102-11			Name of Proposer		Proposal Submission Date					
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.										
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DS-BE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date)	NO	If No Commitment	
Address										
Contact Person										
Telephone Number		Fax #			Quote Received		Amount Committed To			
YES		NO			DOLLAR AMOUNT					
					\$					
OEO CERTIFICATION #						Percent of Total Proposal				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date)	NO	If No Commitment	
Address										
Contact Person										
Telephone Number		Fax #			Quote Received		Amount Committed To			
YES		NO			DOLLAR AMOUNT					
					\$					
OEO CERTIFICATION #						Percent of Total Proposal				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date)	NO	If No Commitment	
Address										
Contact Person										
Telephone Number		Fax #			Quote Received		Amount Committed To			
YES		NO			DOLLAR AMOUNT					
					\$					
OEO CERTIFICATION #						Percent of Total Proposal				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date)	NO	If No Commitment	
Address										
Contact Person										
Telephone Number		Fax #			Quote Received		Amount Committed To			
YES		NO			DOLLAR AMOUNT					
					\$					
OEO CERTIFICATION #						Percent of Total Proposal				
						%				

¹ MBE/WBE/DSBES listed above must be certified by the OEO prior to proposal submission date.

² Failure to give reason may result in rejection of your proposal. Use additional pages if necessary.

EXHIBIT C | Existing Transit Shelter Locations



STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
10TH	MARKET	W	YES
10TH	MARKET	W	YES
10TH	WALNUT	W	YES
11TH	MARKET	W	YES
11TH	MARKET	W	YES
11TH	WALNUT	W	YES
11TH ST	CHESTNUT ST	S	
11TH ST	LOCUST ST	S	
11TH ST	LOMBARD ST	S	
11TH ST	WALNUT ST	S	
11TH ST	PATTISON AV	N	
12TH	MARKET	W	YES
12TH ST	WALNUT ST	N	
13TH	MARKET	E	YES
13TH	WALNUT	W	YES
15TH ST	MARKET ST	N	
16TH ST	CHESTNUT ST	S	
16TH ST	FITZWATER SEC	S	
16TH ST	JFK BLVD	S	
16TH ST	MOYAMENSING ST	S	
16TH ST	SPRING GARDEN ST	S	
17TH ST	MARKET ST	N	
19TH ST	CHESTNUT ST	N	
19TH ST	JFK BLVD	N	
19TH ST	JFK BLVD	N	
19TH ST	VINE ST	N	
20TH ST	CHESTNUT ST	S	
20TH ST	COMMERCE ST	N	
21ST ST	WINTER ST	N	
22ND ST	CHESTNUT ST	S	
22ND ST	SOUTH ST	S	
22ND ST	WINTER ST	S	
23RD ST	CHESTNUT ST	N	
33RD ST	DAUPHIN ST	N	
33RD ST	DIAMOND ST	N	
33RD ST	SPRUCE ST	S	
33RD ST	WALNUT ST	S	
34TH ST	SPRUCE ST	N	
4TH ST	ARCH ST	N	
4TH ST	MARKET ST	N	
54TH ST	CITY AV	N	
54TH ST	UPLAND WAY	N	
58TH ST	GREENWAY AV	N	
60TH ST	LANSDOWNE AV	N	
63RD ST	COLUMBIA AVE	N	
65TH ST	WOODLAND AV	S	

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
66TH AV	16TH ST	W	
6TH	MARKET ST	W	Yes
6TH ST	MARKET	E	
7TH	WALNUT	W	YES
7TH ST	CHESTNUT ST	S	
7TH ST	MARKET ST	E	Yes
7TH ST	MARKET ST	W	Yes
7TH ST	MARKET	W	
7TH ST	MARKET	E	
84TH ST	CRANE ST	S	
84TH ST	LINDBERGH BLVD	W	
8TH	WALNUT	W	YES
8TH ST	ARCH ST	N	
8TH ST	MARKET ST	N	
8TH ST	RACE ST	N	
8TH ST	MARKET	W	YES
8TH ST	MARKET	W	YES
9TH	MARKET	W	YES
9TH	MARKET	W	YES
ACADMEY RD	AVALON ST	N	
ACADMEY RD	GRANT AV	N	
ACADMEY RD	RED LION RD	N	
ALLEGHENY AV	ARAMINGO AV	E	
ALLEGHENY AV	FRANKFORD AV	E	
ARAMINGO AV	ALLEGHENY AV	S	
ARCH ST	11TH ST	E	
ARCH ST	19TH ST	E	
ARCH ST	20TH ST	E	
ARCH ST	4TH ST	E	
ARCH ST	7TH ST	E	
BALTIMORE AV	43RD ST	W	
BALTIMORE AV	53RD ST	W	
BALTIMORE AV	58TH ST	W	
BARTRAM AV	84TH ST	E	
BARTRAM AV	84TH ST	W	
BARTRAM AV	TINICUM AV	E	
BARTRAM AV	TINICUM AV	W	
BELMONT AV	CONSHOHOCKEN AV	S	
BELMONT AV	MANTUA AV	N	
BROAD	PINE	S	YES
BROAD	SPRUCE	N	YES
BROAD	SPRUCE	S	YES
BROAD	LOCUST	S	YES
BROAD	WALNUT	W	YES
BROAD	WALNUT	W	YES

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
BROAD	WALNUT	W	YES
BROAD	CHESTNUT	S	YES
BROAD ST	66TH AV	N	
BROAD ST	ARCH ST	N	
BROAD ST	BERKS ST	N	
BROAD ST	CALLOWHILL ST	S	
BROAD ST	CALLOWHILL ST	N	
BROAD ST	CB MOORE AV	S	
BROAD ST	CHRISTIAN ST	N	
BROAD ST	CHRISTIAN ST	S	
BROAD ST	CURTIN ST	S	
BROAD ST	FEDERAL ST	N	
BROAD ST	GRANGE AV	S	
BROAD ST	JACKSON ST	S	
BROAD ST	LOUDON ST	S	
BROAD ST	MONTGOMERY AV	S	
BROAD ST	MONTGOMERY AV	N	
BROAD ST	NORRIS ST	S	
BROAD ST	PACKER AV	S	
BROAD ST	PATTISON AV	S	
BROAD ST	PINE ST	S	
BROAD ST	RISING SUN AV	N	
BROAD ST	ROCKLAND ST	N	
BROAD ST	RUSCOMB ST	S	
BROAD ST	S PENN SQ	S	
BROAD ST	SOMERVILLE AV	N	
BROAD ST	SPRING GARDEN ST	N	
BROAD ST	TASKER ST	N	
BROAD ST	TIOGA ST	S	
BROAD ST	ZINKOFF SEC	S	
BUSTLETON AV	HALDMEAN AV	N	
BUSTLETON AV	BLEIGH AV	E	
BUSTLETON AV	BOWLER ST	N	
BUSTLETON AV	COTTMAN AV	S	
BUSTLETON AV	COTTMAN AV	N	
BUSTLETON AV	GLENDALE AV	N	
BUSTLETON AV	HELLERMAN ST	N	
BUSTLETON AV	HENDRIX ST	N	
BUSTLETON AV	LAWLER ST	N	
BUSTLETON AV	LEVICK ST	N	
BUSTLETON AV	MAGEE AV	N	
BUSTLETON AV	RHAWN ST	N	
BUSTLETON AV	RHAWN ST	S	
BUSTLETON AV	SOLLY AV	S	
BUSTLETON AV	TOMLINSON RD	N	

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
BUSTLETON AV	TYSON AV	N	
BUSTLETON AV	VERREE RD	N	
CASTOR AV	GLENDALE AV	N	
CASTOR AV	HOFFNAGLE ST	N	
CASTOR AV	MAGEE AV	S	
CB MOORE	12TH ST	E	
CB MOORE	13TH ST	E	
CB MOORE	BROAD ST	E	
CB MOORE	BROAD ST	W	
CHAMPLOST AV	A ST	E	
CHESTER AV	43RD ST	W	
CHESTNUT	18TH	E	YES
CHESTNUT	19TH	E	YES
CHESTNUT	20TH	E	YES
CHESTNUT	21ST	E	YES
CHESTNUT	22ND	E	YES
CHESTNUT ST	32ND ST	W	
CHESTNUT ST	34TH ST	W	
CHESTNUT ST	40TH ST	W	
CITY AV	BELMONT AV	W	
CITY AV	CONSHOHOCKEN AV	W	
CITY AV	PRESIDENTIAL BLVD	W	
CIVIC CENTER BLVD	34TH ST	E	
COLUMBUS BLVD	DOCK ST	S	
CONSHOHOCKEN AV	E COUNTRY CLUB RD	E	
CONSHOHOCKEN AV	W COUNTRY CLUB RD	E	
COTTMAN AV	FRANKFORD AV	E	
COTTMAN AV	HANFORD ST	E	
COTTMAN AV	LORETTO AV	W	
COTTMAN AV	RISING SUN AV	W	
COTTMAN AV	ROOSEVELT BLVD	E	
COTTMAN AV	RUPERT ST	E	
ERIE AV	A ST	E	
ERIE AV	A ST	W	
ERIE AV	KENSINGTON AV	E	
FORD RD	CRANSTON RD	E	
FRANKFORD AV	RHAWN ST	S	
FRANKFORD AV	WELLINGTON AV	S	
FRANKFORD AVE	KNORR ST	S	
GERMANTOWN AV	ASHMEAD PL	N	
GERMANTOWN AV	CHELTEN AV	S	
GERMANTOWN AV	ERIE AV	N	
GERMANTOWN AV	HAINES ST	N	
GERMANTOWN AV	SEDGWICK ST	S	
GERMANTOWN AV	TIOGA ST	S	

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
GERMANTOWN AV	NORTHWESTERN	N	
GIRARD AV	11TH ST	E	
GIRARD AV	12TH ST	E	
GIRARD AV	17TH ST	E	
GIRARD AV	29TH ST	E	
GIRARD AV	39TH ST	E	
GIRARD AV	8TH ST	E	
GIRARD AV	PALMER ST	E	
GREENE ST	CHELTEN AV	E	
HENRY AV	INDIAN QUEEN LN	W	
HENRY AV	WALNUT LN	E	
HUNTING PARK	L ST	N	
HUNTING PARK	STOKLEY ST	E	
HUNTING PARK	STOKLEY ST	W	
JFK BLVD	15TH ST	E	
JFK BLVD	15TH ST	E	
JFK BLVD	17TH ST	E	
JFK BLVD	18TH ST	E	
JFK BLVD	19TH ST	E	
JFK BLVD	20TH ST	E	
LANCASTER AV	41ST ST	W	
LANCASTER AV	47TH ST	E	
LANCASTER AV	47TH ST	W	
LANDSDOWNE AV	60TH ST	S	
LANDSDOWNE AV	56TH ST	W	
LEHIGH AV	17TH ST	E	
LEHIGH AV	20TH ST	W	
LEHIGH AV	22ND ST	E	
LEHIGH AV	FRONT ST	E	
LEHIGH AV	GERMANTOWN AV	E	
LEHIGH AV	LAWRENCE ST	W	
LINDBERGH BLVD	68TH ST	W	
LINDBERGH BLVD	70TH ST	E	
LINDBERGH BLVD	72ND ST	W	
LINDBERGH BLVD	73RD ST	W	
LINDBERGH BLVD	78TH ST	E	
LINDBERGH BLVD	80TH ST	W	
LINDLEY AV	BROAD ST	E	
LOMBARD ST	12TH ST	E	
LOMBARD ST	17TH ST	E	
LOMBARD ST	8TH ST	E	
MARKET	BETWEEN 8TH & 9TH	E	YES
MARKET	BETWEEN 8TH & 9TH	W	YES
MARKET	BETWEEN 9TH & 10TH	E	YES
MARKET	BETWEEN 9TH & 10TH	W	YES

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
MARKET	BETWEEN 10TH & 11TH	E	YES
MARKET	BETWEEN 11TH & 12TH	E	YES
MARKET	BETWEEN 12TH & 13TH	W	YES
MARKET ST	20TH ST	W	
MARKET ST	21ST ST	W	
MARKET ST	29TH ST	W	
MARKET ST	4TH ST	E	
MARKET ST	4TH ST	W	
MARKET ST	5TH ST	E	
MARKET ST	BETWEEN 7TH & 8TH	E	YES
MATTIS ST	DOCK ST	N	
MORRIS ST	BROAD ST	W	
OGONTZ AV	74TH AV	N	
OGONTZ AV	76TH AV	S	
OLD YORK	CHAMPLOST AV	S	
OLD YORK	MEDARY	W	
OLD YORK	STENTON AV	N	
OLNEY AV	19TH ST	W	
OREGON AV	20TH ST	W	
OREGON AV	21ST ST	W	
OREGON AV	5TH ST	E	
OREGON AV	BROAD ST	E	
OREGON AV	BROAD ST	W	
OXFORD AV	PRATT ST	S	
PARKSIDE AV	49TH ST	W	
PASSYUNK AV	19TH ST	E	
PATTISON AV	20TH ST	E	
PATTISON AV	LAWRENCE ST	E	
RHAWN ST	ROWLAND AV	W	
RIDGE AV	CUMBERLAND RD	E	
RIDGE AV	DOMINO LN	W	
RIDGE AV	GREEN LN	E	
RIDGE AV	HERMITAGE ST	E	
RIDGE AV	WALNUT LN	E	
RIDGE AV	WALNUT LN	W	
RIDGE AV	MAIN ST	E	
RISING SUN	ADAMS AV	E	
RISING SUN	BENNER ST	N	
RISING SUN	COMLY ST	N	
RISING SUN	MARTINS MILLS RD	N	
ROOSEVELT BLVD	BORBECK AV	N	
ROOSEVELT BLVD	GRANT AV	N	
ROOSEVELT BLVD	HALDEMAN AV	N	
ROOSEVELT BLVD	HORNIG ST	N	
ROOSEVELT BLVD	RED LION RD	S	

STREET	INTERSECTION	DIRECTION	ART IN TRANSIT ?
ROOSEVELT BLVD	WOODWARD ST	N	
ROOSEVELT BVLD	LANGDON ST	W	
SPRING GARDEN	17TH ST	E	
SPRING GARDEN	7TH ST	W	
SPRING GARDEN	8TH ST	E	
SPRING GARDEN	8TH ST	W	
SPRING GARDEN	BROAD ST	E	
SPRUCE ST	38TH ST	W	
SPRUCE ST	49TH ST	E	
SPRUCE ST	60TH ST	W	
STATE RD	I-95	N	
STENTON AV	MT PLEASANT AV	W	
TASKER ST	BROAD ST	E	
TORRESDALE AV	CHELTENHAM AV	N	
TORRESDALE AV	ROBBINS AV	S	
UNIVERSITY AV	WOODLAND AV	W	
UNIVERSITY AV	WOODLAND AV	E	
VERREE RD	SUSQUEHANNA RD	N	
VINE ST	19TH ST	E	
VINE ST	20TH ST	E	
WADSWORTH AV	PICKERING AV	N	
WALNUT	15TH	W	YES
WALNUT	16TH	W	YES
WALNUT	17TH	W	YES
WALNUT	18TH	W	YES
WALNUT	19TH	W	YES
WALNUT	20TH	W	YES
WALNUT	21ST	W	YES
WALNUT	22ND	W	YES
WALNUT LN	HENRY AV	N	
WALNUT ST	39TH ST	E	
WAYNE AV	SCHOOL HOUSE LN	E	
WECCACOE ST	IKEA DRIVEWAY	S	
WOODLAND AV	43RD ST	E	
WOODLAND AV	50TH ST	E	
YORK ST	26TH ST	E	
ZOOLOGICAL ST	GIRARD AV	S	

**EXHIBIT D
ASSUMPTIONS**

Fields, such as the one above indicate where Vendors should fill in data. The numbers currently in said fields do not reflect the assumptions or expectations of the City and serve merely as place holders

PANEL VALUES		
GEOGRAPHIC UNIT	AVG \$	%
Philadelphia	\$ 5,140	
CBD	\$ 5,140	100%
Neighborhood 1	\$ 5,140	100%

The City recognizes that the revenues from Bus Shelter panels in Philadelphia's Central Business District (CBD) may be different from those in outlying neighborhoods. Vendors are encouraged to reflect these differences.

YEAR 1 MAINTENANCE / OPERATIONS COSTS	
Maintenance - Revenue Producing Shelters	\$ 330,000.00
Maintenance - Market Street Head Houses	\$ 30,000.00
Commission / Fee	11%
Utility Costs	\$ 75,000.00
Supplies for structures	\$ 60,000.00
Replacement Parts	\$ 5,000.00
Administrative Expenses	\$ 205,000.00
Facilities Costs	\$ 55,000.00

Vendors should estimate the total costs required to perform up to (or beyond) the stated performance standards. Growth in maintenance and administrative costs generated by the expanding program should be noted and reflected in the Financial Analysis.

CAPITAL COSTS	
Shelter	\$ 21,200.00

Vendors should estimate the costs required to manufacture and install a single unit of street furniture per

RATES	
Revenue Growth Rate	3%
Costs Growth Rate	2%
Discount Rate	9%

Vendors should provide MOTU with their assumed revenue and cost growth rates. If these rates are assumed to change over time that should be reflected in the Financial Analysis.

**EXHIBIT D
FINANCIAL ANALYSIS (MAG + SHARE)**

Fields, such as the one above indicate where Vendors should fill in data. The numbers currently in said fields do not reflect the assumptions or expectations of the City and serve merely as place holders

	Year 1	Year 2	Year 3	Year 4	Year 5
Projected Average Yearly Advertising Revenue Per Panel (net rate per panel)					
Bus Stop Shelters TOTAL	\$ 5,140.00	\$ 5,294.20	\$ 5,453.03	\$ 5,616.62	\$ 5,785.11
Projected Number of Street Furniture Structures in Service Each Year	advertising panels per structure				
Bus Stop Shelters TOTAL	2	262	262	262	262
Projected Annual Occupancy					
Bus Stop Shelters TOTAL	85%	85%	85%	85%	85%
Projected Revenue of Advertising Panels in Service Each Year					
Bus Stop Shelters TOTAL	\$ 2,289,356.00	\$ 2,358,036.68	\$ 2,428,777.78	\$ 2,501,641.11	\$ 2,576,690.35
Other Revenue					
TOTAL Projected Revenue	\$ 2,289,356.00	\$ 2,358,036.68	\$ 2,428,777.78	\$ 2,501,641.11	\$ 2,576,690.35
Operating Costs					
Maintenance - Revenue Producing Shelters (3 - 2 person crews)	\$ 339,900.00	\$ 350,097.00	\$ 360,599.91	\$ 371,417.91	\$ 382,560.44
Maintenance - Market Street Head Houses	\$ 30,900.00	\$ 31,827.00	\$ 32,781.81	\$ 33,765.26	\$ 34,778.22
Commission/Fee (paid in the first year to the previous vendor)	\$ 251,829	\$ -	\$ -	\$ -	\$ -
Utility Costs	\$ 135,000	\$ 139,050.00	\$ 143,221.50	\$ 147,518.15	\$ 151,943.65
Supplies for structures	\$ -	\$ -	\$ -	\$ -	\$ -
Replacement Parts	\$ 10,000	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.05
Administrative Expenses (1 accountant and 1 sales)	\$ 125,000	\$ 128,750.00	\$ 132,612.50	\$ 136,590.88	\$ 140,688.60
Facilities Costs	\$ 55,000	\$ 56,650.00	\$ 58,349.50	\$ 60,099.99	\$ 61,902.98
TOTAL Projected Operating Cost	\$ 947,629	\$ 716,674	\$ 738,174	\$ 760,319	\$ 783,129
Capital Installation Schedule					
Bus Stop Shelters	cost per structure	15,000.00	2	2	2
TOTAL Projected Capital Cost	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
TOTAL Projected Cost	\$ 977,629	\$ 746,674	\$ 768,174	\$ 790,319	\$ 813,129
Projected Net Cash Flow (excluding payment to the City)	\$ 1,311,727	\$ 1,611,363	\$ 1,660,604	\$ 1,711,322	\$ 1,763,561
CITY Minimum Annual Requirement					

**EXHIBIT D
FINANCIAL ANALYSIS (SHARE ONLY)**

Fields, such as the one above indicate where Vendors should fill in data. The numbers currently in said fields do not reflect the assumptions or expectations of the City and serve merely as place holders

	Year 1	Year 2	Year 3	Year 4	Year 5	
Projected Average Yearly Advertising Revenue Per Panel (net rate per panel)	\$ 5,140.00	\$ 5,294.20	\$ 5,453.03	\$ 5,616.62	\$ 5,785.12	
Bus Stop Shelters TOTAL						
Projected Number of Street Furniture Structures in Service Each Year	262	262	262	262	262	
Bus Stop Shelters TOTAL	2	2	2	2	2	
Projected Annual Occupancy						
Bus Stop Shelters TOTAL	85%	85%	85%	85%	85%	
Projected Revenue of Advertising Panels in Service Each Year	\$ 2,289,356.00	\$ 2,358,036.68	\$ 2,428,777.78	\$ 2,501,641.11	\$ 2,576,690.35	
Bus Stop Shelters TOTAL						
Other Revenue						
TOTAL Projected Revenue	\$ 2,289,356.00	\$ 2,358,036.68	\$ 2,428,777.78	\$ 2,501,641.11	\$ 2,576,690.35	
Operating Costs						
Maintenance - Revenue Producing Shelters (3 - 2 person crews)	\$ 339,900.00	\$ 350,097.00	\$ 360,599.91	\$ 371,417.91	\$ 382,560.44	
Maintenance - Market Street Head Houses	\$ 30,900.00	\$ 31,827.00	\$ 32,781.81	\$ 33,765.26	\$ 34,778.22	
Commission/Fee (paid in the first year to the previous vendor)	\$ 251,829	\$ -	\$ -	\$ -	\$ -	
Utility Costs	\$ 135,000	\$ 139,050.00	\$ 143,221.50	\$ 147,518.15	\$ 151,943.69	
Supplies for structures	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacement Parts	\$ 10,000	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	
Administrative Expenses (1 accountant and 1 sales)	\$ 125,000	\$ 128,750.00	\$ 132,612.50	\$ 136,590.88	\$ 140,688.60	
Facilities Costs	\$ 55,000	\$ 56,650.00	\$ 58,349.50	\$ 60,099.99	\$ 61,902.98	
TOTAL Projected Operating Cost	\$ 947,629	\$ 716,674	\$ 738,174	\$ 760,319	\$ 783,129	
Capital Installation Schedule						
Bus Stop Shelters	\$ 15,000.00	2	2	2	2	
TOTAL Projected Capital Cost	\$ 30,000					
TOTAL Projected Cost	\$ 977,629	\$ 746,674	\$ 768,174	\$ 790,319	\$ 813,129	
Projected Net Cash Flow (excluding payment to the City)	\$ 1,311,727	\$ 1,611,363	\$ 1,660,604	\$ 1,711,322	\$ 1,763,561	
	10%	\$ 228,936	\$ 235,804	\$ 242,878	\$ 250,164	\$ 257,669
	15%	\$ 343,403	\$ 353,706	\$ 364,317	\$ 375,246	\$ 386,504

**EXHIBIT D
COMPENSATION PROPOSAL (MAG + SHARE ONLY)**

Projected Revenue/Year						
Year	Minimum Annual Guarantee	Revenue Percentage	Projected Gross Revenue	City % of Revenue	Total Projected Amt. to City	
1	\$ -			\$0.00		\$0.00
2	\$ -			\$0.00		\$0.00
3	\$ -			\$0.00		\$0.00
4	\$ -			\$0.00		\$0.00
5	\$ -			\$0.00		\$0.00
Total				\$0.00	\$0.00	\$0.00

**EXHIBIT D
COMPENSATION PROPOSAL (SHARE ONLY)**

Year	Projected Revenue/Year	Revenue Percentage	Projected Gross Revenue	City % of Revenue	Total Projected Amt. to City
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
Total					\$0.00

FORM A
CONCESSION FEE PROPOSAL FORM

Concession fee for operation, management and maintenance of facilities, Option A or Option B are described below.

OPTION A: MINIMAL ANNUAL GUARANTEE + % GROSS REVENUE

2011: \$ _____ plus _____% of Gross Revenues
MINIMUM ANNUAL GUARANTEE

RENEWAL TERMS

2012: \$ _____ plus _____% of Gross Revenues
MINIMUM ANNUAL GUARANTEE

2013: \$ _____ plus _____% of Gross Revenues
MINIMUM ANNUAL GUARANTEE

2014: \$ _____ plus _____% of Gross Revenues
MINIMUM ANNUAL GUARANTEE

OPTION B: % GROSS REVENUE

2011: _____% of Gross Revenues

RENEWAL TERMS

2012: _____% of Gross Revenues

2013: _____% of Gross Revenues

2014: _____% of Gross Revenues