

**City of Philadelphia
Procurement Department**

Addendum No. 1

Dated: Oct 7, 2010

Concession Bid # C-102-11

Bid Opening Date: Nov 5, 2010

NOTICE

It is the sole responsibility of the respondent to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned.

PROPOSAL FOR

Concession for the Transit Shelter Management Program

RFP # C-102-11

IS AMENDED AS FOLLOWS

To All Potential Respondents:

The Mandatory Pre-Proposal Meeting Room location has been changed. The new meeting location will be in Room X, on the 16th Floor of the Municipal Services building, at 1 PM on Wednesday, October 13, 2010.

Please sign, date and return this addendum with your bid as it now becomes a part of the proposal.

Company Name (type or print): _____

Authorized Signature: _____ **Title** _____

Name (type or print): _____ **Date** _____

**City of Philadelphia
Procurement Department**

**Addendum No. 2
Concession RFP # C-102-11
RFP Submittal Date: Nov 5, 2010**

Dated: Oct 15, 2010

NOTICE

It is the sole responsibility of the bidder to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned.

PROPOSAL FOR

Concession RFP for the Transit Shelter Management Program

RFP # C-102-11

IS AMENDED AS FOLLOWS

To All Potential Respondents:

The purpose of this addendum is to forward all the attached documents as per the Mandatory Pre-Proposal Meeting of October 13, 2010.

INVOICE						
YEAR	TOTAL SHELTER REVENUE	REVENUE PER SHELTER	MARKET EAST ADJUSTMENT	CBS ADJUSTED TOTAL	CITY REVENUE	
AVERAGE - MONTHLY	\$ 248,584.87	\$ 971.03	\$ 25,706.04	\$ 222,878.83	\$ 41,032.56	
AVERAGE - 5 YEAR	\$ 3,082,452.33	\$ 12,040.83	\$ 318,754.90	\$ 2,763,697.43	\$ 508,803.70	
TOTAL	\$ 15,412,261.67		\$ 1,593,774.52	\$ 13,818,487.15	\$ 2,544,018.50	

Market East Adjustment - there are currently 21 transit shelters on market east that contain both arts and cultural panels and commercial advertising panels. The center city district manages the arts and cultural panels and contracts with the current outdoor advertising provider to manage the commercial advertising panels. The net revenue from the commercial advertising panels is received by the center city district and is devoted to the maintenance of the shelters and other on street amenities. This is known as the Market East Adjustment.

Jun-05	\$ 316,252.11	\$ 1,235.36	\$ 17,896.00	\$ 298,356.11	\$ 30,079.04
Jul-05	\$ 283,507.61	\$ 1,107.45	\$ 31,265.00	\$ 252,242.61	\$ 45,077.90
Aug-05	\$ 431,044.61	\$ 1,683.77	\$ 30,682.92	\$ 400,361.69	\$ 71,325.48
Sep-05	\$ 361,955.00	\$ 1,413.89	\$ 29,897.00	\$ 332,058.00	\$ 60,313.13
Oct-05	\$ 336,073.67	\$ 1,312.79	\$ 37,588.00	\$ 298,485.67	\$ 54,357.80
Nov-05	\$ 294,948.17	\$ 1,152.14	\$ 19,306.00	\$ 275,642.17	\$ 48,806.34
Dec-05	\$ 330,451.87	\$ 1,290.83	\$ 16,517.64	\$ 313,934.23	\$ 54,701.54
Jan-06	\$ 184,334.73	\$ 720.06	\$ 19,317.28	\$ 165,017.45	\$ 29,542.78
Feb-06	\$ 248,871.47	\$ 972.15	\$ 19,317.28	\$ 229,554.19	\$ 43,946.96
Mar-06	\$ 99,348.71	\$ 388.08	\$ 23,664.00	\$ 75,684.71	\$ 45,549.90
Apr-06	\$ 167,987.31	\$ 656.20	\$ 24,143.00	\$ 143,844.31	\$ 4,162.11
May-06	\$ 279,164.69	\$ 1,090.49	\$ 23,430.00	\$ 255,734.69	\$ 47,136.23
Jun-06	\$ 368,388.11	\$ 1,439.02	\$ 33,698.96	\$ 334,689.15	\$ 63,764.93
Jul-06	\$ 361,503.94	\$ 1,412.12	\$ 42,230.20	\$ 319,273.74	\$ 62,772.97
Aug-06	\$ 335,506.56	\$ 1,310.57	\$ 30,944.25	\$ 304,562.31	\$ 56,635.65
Sep-06	\$ 329,179.45	\$ 1,285.86	\$ 33,341.70	\$ 295,837.75	\$ 58,074.63
Oct-06	\$ 353,900.26	\$ 1,382.42	\$ 30,905.58	\$ 322,994.68	\$ 62,391.51
Nov-06	\$ 194,671.63	\$ 760.44	\$ 18,036.20	\$ 176,635.43	\$ 33,459.84
Dec-06	\$ 194,172.46	\$ 758.49	\$ 26,613.83	\$ 167,558.63	\$ 30,529.70
Jan-07	\$ 262,900.82	\$ 1,026.96	\$ 24,914.77	\$ 237,986.05	\$ 44,119.14
Feb-07	\$ 255,622.08	\$ 998.52	\$ 11,175.42	\$ 244,446.66	\$ 44,553.09
Mar-07	\$ 298,938.45	\$ 1,167.73	\$ 24,788.32	\$ 274,150.13	\$ 71,015.40
Apr-07	\$ 185,819.05	\$ 725.86	\$ 23,390.16	\$ 162,428.89	\$ 32,303.39
May-07	\$ 384,311.15	\$ 1,501.22	\$ 25,074.03	\$ 359,237.12	\$ 66,974.66

INVOICE						
YEAR	TOTAL SHELTER REVENUE	REVENUE PER SHELTER	MARKET EAST ADJUSTMENT	CBS ADJUSTED TOTAL	CITY REVENUE	
Jun-07	\$ 280,357.89	\$ 1,095.15	\$ 23,814.80	\$ 256,543.09	\$ 47,194.17	
Jul-07	\$ 310,167.46	\$ 1,211.59	\$ 21,214.01	\$ 288,953.45	\$ 56,076.47	
Aug-07	\$ 292,242.25	\$ 1,141.57	\$ 23,702.84	\$ 268,539.41	\$ 52,279.05	
Sep-07	\$ 195,136.24	\$ 762.25	\$ 24,271.40	\$ 170,864.84	\$ 32,857.77	
Oct-07	\$ 397,671.69	\$ 1,553.41	\$ 52,422.89	\$ 345,248.80	\$ 69,180.50	
Nov-07	\$ 210,711.92	\$ 823.09	\$ 25,233.60	\$ 185,478.32	\$ 37,047.38	
Dec-07	\$ 135,601.56	\$ 529.69	\$ 13,509.66	\$ 122,091.90	\$ 23,908.36	
Jan-08	\$ 253,099.92	\$ 988.67	\$ 26,481.36	\$ 226,618.56	\$ 42,361.05	
Feb-08	\$ 351,419.49	\$ 1,372.73	\$ 31,646.09	\$ 319,773.40	\$ 24,208.66	
Mar-08	\$ 141,764.23	\$ 553.77	\$ 31,050.97	\$ 110,713.26	\$ 24,299.67	
Apr-08	\$ 135,488.58	\$ 529.25	\$ 15,795.20	\$ 119,693.38	\$ 23,935.63	
May-08	\$ 233,987.17	\$ 914.01	\$ 16,821.30	\$ 217,165.87	\$ 43,185.83	
Jun-08	\$ 255,912.39	\$ 999.66	\$ 28,613.15	\$ 227,299.24	\$ 45,233.86	
Jul-08	\$ 111,368.69	\$ 435.03	\$ 7,666.82	\$ 103,701.87	\$ 23,935.63	
Aug-08	\$ 379,215.35	\$ 1,481.31	\$ 39,496.53	\$ 339,718.82	\$ 65,505.68	
Sep-08	\$ 219,435.80	\$ 857.17	\$ 31,674.31	\$ 187,761.49	\$ 12,436.04	
Oct-08	\$ 232,514.98	\$ 908.26	\$ 27,453.16	\$ 205,061.82	\$ 39,327.23	
Nov-08	\$ 170,017.57	\$ 664.13	\$ 13,455.49	\$ 156,562.08	\$ 30,402.06	
Dec-08	\$ 89,800.16	\$ 350.78	\$ 3,059.50	\$ 86,740.66	\$ 23,844.62	
Jan-09	\$ 167,670.80	\$ 654.96	\$ 26,252.90	\$ 141,417.90	\$ 50,271.29	
Feb-09	\$ 187,745.43	\$ 733.38	\$ 33,721.13	\$ 154,024.30	\$ 5,673.32	
Mar-09	\$ 242,011.23	\$ 945.36	\$ 21,576.21	\$ 220,435.02	\$ 41,413.81	
Apr-09	\$ 147,128.46	\$ 574.72	\$ 20,016.97	\$ 127,111.49	\$ 23,717.98	
May-09	\$ 272,069.35	\$ 1,062.77	\$ 40,458.91	\$ 231,610.44	\$ 45,657.13	
Jun-09	\$ 333,232.46	\$ 1,301.69	\$ 34,084.97	\$ 299,147.49	\$ 58,344.19	
Jul-09	\$ 216,638.68	\$ 846.24	\$ 31,140.44	\$ 185,498.24	\$ 36,622.78	
Aug-09	\$ 207,205.73	\$ 809.40	\$ 28,497.10	\$ 178,708.63	\$ 35,725.56	
Sep-09	\$ 115,552.98	\$ 451.38	\$ 14,485.86	\$ 101,067.12	\$ 23,843.58	
Oct-09	\$ 209,902.76	\$ 819.93	\$ 27,172.49	\$ 182,730.27	\$ 36,546.05	
Nov-09	\$ 254,840.59	\$ 995.47	\$ 53,782.12	\$ 201,058.47	\$ 40,211.69	
Dec-09	\$ 294,725.95	\$ 1,151.27	\$ 8,962.94	\$ 285,763.01	\$ 57,152.60	
Jan-10	\$ 150,363.72	\$ 587.36	\$ 9,026.13	\$ 141,337.59	\$ 28,267.52	
Feb-10	\$ 237,842.01	\$ 929.07	\$ 29,396.31	\$ 208,445.70	\$ 41,689.14	
Mar-10	\$ 173,828.03	\$ 679.02	\$ 37,867.41	\$ 135,960.62	\$ 27,192.12	

INVOICE							
YEAR	TOTAL SHELTER REVENUE	REVENUE PER SHELTER	MARKET EAST ADJUSTMENT	CBS ADJUSTED TOTAL	CITY REVENUE		
Apr-10	\$ 168,756.52	\$ 659.21	\$ 16,196.33	\$ 152,560.19	\$ 30,512.04		
May-10	\$ 190,104.58	\$ 742.60	\$ 28,470.19	\$ 161,634.39	\$ 32,326.88		
Jun-10	\$ 284,977.11	\$ 1,113.19	\$ 34,274.85	\$ 250,702.26	\$ 26,227.49		
Jul-10	\$ 302,898.03	\$ 1,183.20	\$ 22,870.64	\$ 280,027.39	\$ 23,809.55		
Aug-10	\$ 221,261.08	\$ 864.30	\$ 40,313.15	\$ 180,947.93	\$ 12,463.45		



TRANSIT SHELTER ADVERTISING AGREEMENT

AGREEMENT AND AMENDMENTS

Transit Shelter Advertising Agreement 11.01.1991	... Page 2
Sixth Amendment 12.23.2009	... Page 37
Fifth Amendment 12.23.2008	... Page 41
Fourth Amendment 01.04.2008	... Page 44
Third Amendment 11.09.2006	... Page 47
Second Extension (labeled First Amendment) 04.15.2003	... Page 50
First Extension (by letter) 09.29.2000	... Page 55

92-8000

Lease granted this 31st day of July, 1991, by the CITY OF PHILADELPHIA, hereinafter called "Lessor" or "City" to NEW YORK SHELTER MEDIA,,INC. d/b/a GANNETT TRANSIT hereinafter called "Lessee":

W I T N E S S E T H:

WHEREAS, Lessor has determined that it 's in the best interests of the City of Philadelphia, for the aid and convenience of local residents and visitors, to have Transit Passenger Shelters at mass transit stops at selected sites in all areas of the City served by bus and trolley lines; and

WHEREAS, the City had previously let a concession for such purpose; and

WHEREAS, such Transit Passenger Shelters are of particular use and value during periods of inclement weather to the elderly and infirm as well as to shoppers and employees who rely on public transportation; and

WHEREAS, the City desires to continue such program; and

WHEREAS, pursuant to public Bid No. C-102-91 Lessee is the successful bidder to provide such Transit Passenger Shelters for the use of local residents and visitors and arranging for various businesses, products and services to be advertised on some of the Transit Passenger Shelters in order that the revenues received for such advertising shall pay for the shelters, as more fully set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. GRANT OF PRIVILEGE TO OPERATE BUS SHELTERS

(A) Lessor, for and in consideration of the payment by Lessee of the payments hereinafter set forth, and of the performance by Lessee of all the covenants, conditions and agreements hereinafter contained, hereby grants to Lessee the nonassignable lease to utilize various locations and improvements thereon throughout Philadelphia for the installation and maintenance of Transit Passenger Shelters (hereinafter referred to as "Shelters"). Lessor further grants Lessee the right to sell advertisements to be displayed on certain of said Shelters, such sale and display to be in accordance with the terms hereof.

(B) It is understood and agreed that this Agreement shall neither lease or convey any other rights or privileges than those hereinabove conveyed and it is strictly agreed that no vending machines of any kind or other equipment shall be placed in, on, or about any Transit Passenger Display Shelter.

(C) It is understood that existing Transit Passenger Shelters are in place at those locations listed on Exhibit "1", attached hereto and made part hereof. Until these existing shelters have been removed and/or replaced as hereinafter set forth, they shall for all intents and purposes be "Shelters" under this Agreement.

2. PREMISES

(A) Lessor hereby leases to Lessee and Lessee hereto leases from Lessor all those certain parcels hereinafter called "premises," designated as Shelter locations and listed on Exhibit "1", attached hereto and made a part hereof, together with, improvements existing or to be constructed thereon in accordance with this Agreement. However, it is understood and agreed that Lessor's grant to Lessee is subject to whatever right interest or privilege others may have in the use of the sidewalks or curbs.

(B) Additional premises shall from time to time be designated by the City and made part of this Agreement. Upon the removal of a Shelter which

will not be replaced and the proper restoration of the premises by Lessee, such location shall be deleted from the premises.

(C) It is explicitly understood that the locations for Shelters shall be selected by the City, and shall be on or near paved sidewalks or other transit passenger waiting areas. All such locations shall be within the City of Philadelphia. Attached hereto as Exhibit "2" is a non-prioritized list of potential new shelter sites. Lessee may suggest other proposed locations within the City of Philadelphia which Lessor may accept or reject in its discretion. Subject to modification as indicated hereinafter, Shelters have been installed at the locations indicated in the attached Exhibit "1". It is distinctly understood that Lessor does not guarantee the continued or proposed use of any location.

(D) Exhibit "1" indicates the existing locations for which the City currently has the consent of the abutting property owner (eased or City-owned) and the existing locations for which the City does not have the consent of the abutting property owner (non-eased). Following the removal of an existing Shelter as hereinafter required, a replacement Shelter shall only be installed if the consent of the abutting property owner has been obtained.

(E) It is understood that the use of any location is subject to the consent of the abutting property owner. Lessor will first attempt to obtain the rights to utilize various locations through the solicitation of easements. In the event Lessor is unable to obtain such easement and Lessee desires to pursue the subject location, Lessee may pursue an agreement with the property owner to secure such rights as are sufficient to permit the installation of a Shelter. No such agreement shall place any responsibility or obligation on Lessor nor shall it in any manner diminish Lessee's obligation to Lessor including the payment of rental for such Shelter. Copies of all such agreements shall be pro-

vided to Lessor. Prior to installing any Shelter pursuant to such an agreement, Lessee shall furnish a bond in form, amount and with surety approved by Lessor. Such bond shall name Lessor and property owner as joint obligees and shall secure the obligations of Lessee under such agreement and all costs for the subsequent removal of the Shelter and restoration of the premises. Such bond shall be continuously maintained until such Shelter has been removed and the premises restored.

(F) The premises and any 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 Lessee's sole cost and expense.

3. TITLE

It is expressly understood and agreed that title to said Shelters, once installed and accepted by the City, shall vest in the City of Philadelphia.

4. TERM

The term of this Agreement under which these privileges shall be granted shall commence on November 1, 1991 and terminate on December 31, 2001; provided, however, that Lessor may in its sole discretion extend the term of this Agreement for one or more additional five (5) year periods under the same terms and conditions set forth herein.

5. CONSTRUCTION REQUIREMENTS OF LESSEE AND LESSOR

(A) Lessee agrees, at its sole cost and expense, to develop, construct, equip, furnish, operate and maintain Shelters in accordance with the Bid Specification including Exhibit 3, attached hereto and made part hereof, and the designs submitted by Lessee during the bid process. All improvements constructed on and all equipment used in connection with the premises shall be of first class construction, safe, fire resistant and attrac-

tive in appearance. Each Shelter shall be designed and installed in compliance with all building codes and local ordinances and subject to Lessor's written approval and acceptance.

(B) The preparation and completion of all plans, specifications, and construction requirements shall be in strict and exact accordance with the above mentioned Exhibit "3".

(C) Upon Lessor's request prior to the solicitation of an easement for a Shelter location and without request prior to the installation of a replacement Shelter at an existing location, Lessee shall prepare and submit to Lessor a site survey and plan with dimensions and the location of the proposed electrical connection. This plan shall be used for the Lessor's determination of the feasibility of a proposed site and the size of the Shelter to be installed.

(D) Lessor shall assume no responsibility as to the condition of the leased premises nor shall it assume responsibility for maintenance, upkeep or repair necessary to keep the premises or the bus shelters in a safe and serviceable condition.

(E) Lessee shall bring to the leased premises 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 said improvements.

(F) Lessee shall be responsible for the protection of the public during construction or removal and shall promptly restore all sidewalks, curbs, streets and surrounding areas disturbed during construction or removal to their proper and original condition.

(G) No change order, alteration or modification in the plans and specifications once approved shall be made by Lessee except with the written approval of Lessor.

6. RENTAL PAYMENTS DUE

Lessee agrees to pay during the Term of this lease, as rental for the premises, facilities and privileges leased and granted hereby, the following amounts:

(A) A guaranteed monthly ground rental in the sum of \$60.00 for each Shelter erected upon the leased premises, whether or not electrified; provided, however, that no rental shall be due with respect to the non-advertising Shelters referred to in subsection 10(D). It is understood and agreed that said rental is due to Lessor regardless of whether advertising has been sold for said shelter or whether revenue has been received for said shelter;

OR

(B) 20% of the monthly gross revenue to Lessee from all advertising and all other activities engaged in by Lessee relating to the operation of the Shelters, whichever is higher.

Gross revenue shall be defined as the total income derived from all sales, services and accommodations rendered in connection with the operation of bus shelters in, on, from or about the demised premises, whether by Lessee or any sublicensee, or any other person, whether for cash or credit, or whether collected or uncollected, less only:

(i) The amount of any state sale tax levied thereon and collected from customers and remitted directly by Lessee to the taxing authority;

(ii) The amount of any discounts or price reductions, specifically set forth on individual sales agreements and actually credited to the customer, no portion of which is reimbursed to Lessee in any way;

(iii) The amount of any proceeds received from any insurance policy or any other source for damage to the bus shelters;

(iv) The amount of all legitimate payments, credits or refunds to customers;

(v) The amount of any fee retained by reputable and independent advertising agencies employed by Lessee from their clients on account of Shelter advertising services provided, however, that such amount shall not exceed fifteen percent (15%) of the total amount received from the client for such services;

(iv) The amount of any nominal posting fees received for the placement or public service advertisements provided such charges do not exceed Lessee's labor costs for posting such advertisements.

Lessee further agrees to pay as rent, in addition to the rental herein stated, any and all other sums which become due by reason of any of the provisions of this lease.

(C) Effective on the first day of January, 1993 and on the first day of January of each remaining year of the Term, the then guaranteed monthly ground rental shall be adjusted, upward or downward, to reflect the change indicated by the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers - All Items - Philadelphia, PA (1967=100).

(D) The guaranteed monthly ground rental shall be due and payable in monthly installments in advance on the first day of each month throughout the Term.

(E) The fixed percentage rentals provided for herein shall be payable monthly on or before the 25th day of each month for the preceding calendar month and shall be accompanied by the statement hereinafter required.

(F) All payments required hereunder shall be made without prior notice or demand and without set-off at the office of the Commissioner of Public Property, 1020 Municipal Services Building, Philadelphia, Pennsylvania, 19102, or at such other place as shall be designated in writing by Lessor.

(G) Payments for periods of less than one calendar month shall be calculated on a pro rata basis.

(H) If any payment or any part thereof to be made by Lessee to Lessor pursuant to the terms of this Agreement shall have become overdue, a late charge of five cents (\$.05) for each dollar so overdue may be charged by Lessor for the purpose of defraying the expense incident to handling such delinquent payment, together with interest from the date when such payment or part thereof was due at either the per annum rate equal to the product of 1.25 multiplied by the prime rate or such lesser amount or rate as represents the maximum amount or rate Lessor lawfully may charge in respect of Lessee. Nothing herein shall be construed as waiving any rights of Lessor arising out of any default(s) of Lessee by reason of Lessor's assessing or accepting any such later payment, late charge or interest; the right to collect the late charge and interest assessed herein is separate and apart from any rights relating to remedies of Lessor after default by Lessee in the performance or observance of the terms of this Agreement.

"Prime rate" shall mean the per annum interest rate publicly announced from time to time by First Pennsylvania Bank, N.A. (or its equivalent if there shall be no prime rate).

(I) In the event that the advertisement of alcohol and/or tobacco products on the Shelters shall be prohibited throughout the City of Philadelphia, the then current guaranteed monthly ground rental for each shelter shall be adjusted downward by a factor which reflects the proportion of Lessee's gross revenue for the most recent two year period (or the period from the commencement of the term of the Agreement to the effective date of the prohibition if less than two years) derived from the advertisement of the prohibited product(s) to Lessee's total gross revenue for the same period. Thereafter,

such adjusted guaranteed monthly ground rental shall be the base for further adjustments as provided herein. The fixed percentage rental shall not be affected.

7. STATEMENTS, BOOKS AND RECORDS

(A) On or before the 25th day of each month Lessee shall submit to Lessor, in form and with detail satisfactory to the Lessor, a statement of its gross revenue for the preceding month upon which the percentage payments to Lessor are computed. Said statement shall be signed by a responsible accounting officer of Lessee. Any false statement made knowingly by Lessee constitutes a material default.

(B) Lessee shall keep full and complete books of account and other records relating to the provisions and requirements of this Lease and in so doing shall comply with such minimum procedural requirements as may be prescribed by Lessor. Lessor, through its duly authorized representative, shall have the right to inspect and audit Lessee's books of account and other records at all reasonable times during normal business hours. Lessee shall retain said records for a period of three (3) years and upon Lessor's request shall make such records available to Lessor for audit in the City or at some other mutually agreed upon location. Should adequate records not be made available by Lessee at the appointed location, then the additional cost of said audit including all reasonable travel, food, and lodging expenses incurred by Lessor shall be borne by Lessee.

(C) Lessee shall, within ninety (90) days after the end of each calendar year, or at such other intervals as Lessor may prescribe, submit to Lessor 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 Lease.

(D) Lessor reserves the right to audit Lessee'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 Lessee 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 Lessee. Upon written notice by Lessor, any additional percentage rentals due shall be paid by Lessee within thirty (30) days of notice, with interest and late charges thereon as provided for in Section 6(H) hereinabove. Such interest shall not accrue with respect to disputed items being contested in good faith by Lessee, but if decided against Lessee, the aforesaid right of interest shall prevail from the date the dispute is decided against Lessee.

8. UTILITIES

(A) It is understood and agreed that Lessee shall connect to existing Philadelphia Electric Company ("PECO") underground secondary distribution facilities in the vicinity of the leased premises subsequent to Lessee's obtaining permission from PECO for this arrangement and that Lessee 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. With the exception of the non-electrified Shelters listed on Exhibit "1" to be replaced, all Shelters shall be electrified.

(B) Lessee shall pay directly to PECO for all required electrical power to illuminate the Shelters.

(C) It is agreed that the required times for illumination of each Transit Shelter shall, at a minimum, coincide with the times of street lighting by the municipality.

9. NUMBER OF SHELTERS

It is understood and agreed that this Agreement shall be considered a requirements contract, whereunder Lessor has the right to modify the number of Shelters to be erected and maintained in accordance with its needs; provided, however, Lessee shall not be required to exceed 235 Shelters without the mutual agreement of Lessor and Lessee. Subject to Lessor's ability at any given time to designate a sufficient number of approved Shelter locations and Lessor's right to modify from time to time the required number of Shelters, Lessee shall continuously throughout the entire term of this Agreement keep in place a minimum of 235 Shelters not including the non-advertising shelters specified in Section 10. Lessor shall not be liable for damages from loss of profits or any other claim due to modification of the number of required Shelters, and all Shelters shall be governed by the terms of this Agreement.

10. ERECTION, REHABILITATION AND REPLACEMENT OF SHELTERS

(A) Subject to Lessor's ability to designate a sufficient number of Shelter locations, 235 Shelters shall be completed and in service within six (6) months from Lessee's receipt of written notice to proceed from Lessor. Such number shall include the existing Shelters to be rehabilitated or replaced as hereinafter set forth as well as new Shelters at locations designated by Lessor, but shall not include the non-advertising shelters referred to in subsection 10(D).

(B) Within six (6) months of receipt of notice to proceed, Lessee shall rehabilitate all existing Shelters listed on Exhibit "1" to the satisfaction of Lessor.

(C) In each calendar year until 135 existing Shelters listed on Exhibit "1" have been removed, Lessee shall remove forty-five (45) of the existing Shelters listed on Exhibit "1" in accordance with the schedule specified by Lessee. Thereafter, Lessor shall have the option to require that some or all of

the remaining Shelters listed on Exhibit "1" be removed, provided that such further Shelter removal shall be limited to forty-five (45) Shelters per year. The requirements of this Section shall not impair or diminish Lessor's authority pursuant to Section 11 below. At those locations for which the required consent has been obtained, Lessee shall install a replacement Shelter. At those locations for which the required consent has not been obtained, Lessee shall remove the existing Shelter and properly restore the premises as provided in Section 11. Lessee, at its discretion, may accelerate its compliance with the requirements of this subsection.

(D) In each calendar year until all have been rehabilitated, Lessee shall rehabilitate ten (10) non-advertising Shelters located on Walnut or Chestnut Streets as specified by and to the satisfaction of Lessor. Upon rehabilitation, Lessee shall thereafter clean and maintain the rehabilitated Shelters to the level specified herein.

(E) The Shelters initially installed will be of two designs, Lessor shall designate which design shall be installed at each location. Future Shelters may, upon the mutual agreement of Lessor and Lessee, be of various designs appropriate for the particular sites of installation.

11. REMOVAL OR RELOCATION OF SHELTERS

Lessor shall have the right to direct the removal or relocation of any Shelter for the convenience of the public, because of a change of transit routing, interference with public or private improvements or public utilities, excessive vandalism, Lessee's requests or for any other reason. Lessor agrees to make good faith efforts to provide another location for said Shelter. If such location is provided, Lessee shall then promptly relocate said Shelter at its sole cost and expense to the new premises. In the event Lessor is unable for any reason to provide another location for said Shelter, Lessee shall at its

sole cost and expense promptly remove the same. In either event, Lessee shall restore the premises and sidewalks excavated for electrical connections to their original condition, and reduce its guaranteed ground rental payment to Lessor by the number of Shelters removed. In consideration of the loss of a location pursuant to this paragraph, Lessee shall be entitled to all salvage value of the removal Shelter. Lessee may request the City's approval for the removal of a Shelter which Lessee feels has been subject to excessive vandalism. Lessee shall provide Lessor with such information as Lessor deems necessary to evaluate such request. Lessor will not unreasonably withhold approval of such a request.

12. ADVERTISING

Subject to the conditions hereinafter set forth, Lessor hereby grants to Lessee 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, including, but not limited to the Fairmount Park Commission. It is understood that the continued viability of the Shelter program is dependent upon its acceptance by abutting property owners. 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, Lessee shall remove such advertisement at Lessee's sole cost and expense within three (3) days of notice from said Commissioner to do so.

Upon the request of Lessor, any unsold advertising space shall be made available to Lessor for the display of public service announcements and

advertisements regarding community, art, cultural, educational, and similar events. This shall include public service notices which Lessor may want to display. Lessor shall notify Lessee 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 Lessee who shall place and maintain the material at the locations specified by Lessor. Lessee shall have no obligation to post a display at a location and time requested by Lessor if Lessee is subsequently able to secure a paid advertisement for such location and time. Lessee may charge a nominal posting fee for the placement of such public service advertisements provided such fee does not exceed Lessee's labor cost for posting such advertisements.

13. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee agrees to make no structural alterations, additions or improvements to the leased premises unless they are in strict and exact accordance with the attached specifications and with the specific written consent of Lessor.

14. 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 Lessee's expense. Said damage includes graffiti which shall be removed promptly at Lessee's expense. Lessee agrees to promptly service, repair or replace any Shelters which are damaged or vandalized. Lessee 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 Lessee 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 Lessee is notified of any damage, vandalism or

graffiti to said shelters, Lessee shall promptly repair the same. Lessee 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) Lessee shall, at the minimum, adhere to the following cleaning and preventive maintenance schedules for each Shelter:

(1) Once each week (twice each week for Shelters in the Central Business District - Vine Street to South Street, Delaware River to Schuylkill River, inclusive) 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 (twice each week for Shelters in the Central Business District) 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:

(a) fluorescent bulbs shall be replaced in each Shelter every two years.

(b) ballasts shall be replaced every four years, and

(c) photocells shall be replaced every five years.

(C) Lessee shall maintain an adequately staffed management office within the City of Philadelphia. Such office shall be open, at a minimum, during normal business hours and shall answer questions and receive complaints regarding Shelters. In addition, Lessee 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 Lessor, setting forth the Lessee's name, regular and emergency telephone numbers and Lessee's contact person. Lessee shall maintain a log of all questions and complaints received and shall submit to Lessor a monthly written report regarding such questions and complaints and the time and manner of their resolution.

15. ASSIGNMENT OF LEASEHOLD AS SECURITY

Nothing herein contained shall be construed to prevent, with notice to City, the assignment of Lessee's leasehold interest hereunder by way of mortgage or deed of trust (herein called a "Mortgage") to secure the payment of money borrowed on temporary or permanent loans or refinancings of such loans for the purpose of construction and operating the Shelters, but no Mortgage or transfer of the leasehold interest of Lessee herein by operation of law, pursuant to such Mortgage, shall operate to release or discharge Lessee from any liability arising under the terms, conditions and covenants hereof. Any person acquiring said leasehold interest under or by virtue of the terms of any Mortgage or by operation of law, shall, upon taking possession thereof in pursuance of any sale or decree, be entitled to all of the rights of Lessee hereunder so long as such person performs all of the terms, conditions and covenants required to be performed by Lessee hereunder. Any Mortgage shall provide expressly for the giving of written notice to City not less than thirty (30) days prior to any sale under foreclosure proceedings and affording City or

its nominee the right to take such appropriate actions to cure such default as are then available to the Mortgagor thereunder. It is agreed that the City receive notice from the Mortgagee of any default by the Mortgagor at the same time as the Mortgagor receives notice.

16. CONSENT TO MORTGAGE: EFFECT OF MORTGAGE

(A) City hereby consents to any Mortgage which may now or hereafter be placed by Lessee with any lending institution, insurance company, pension or welfare fund, or such other source as may be approved by the City (which approval is not to be unreasonably withheld).

(B) A Mortgage placed by Lessee shall be a lien of Lessee's leasehold estate only, and shall not otherwise affect the fee title of City, impose any additional obligations on City or diminish Lessee's responsibilities hereunder.

17. REPAIR OR RECONSTRUCTION BY MORTGAGEE

In case a mortgage of its leasehold interest hereunder shall have been made by Lessee and shall be in force at the time of partial or total destruction of any Shelters, or at a time when Lessee shall be obligated hereunder to repair or reconstruct any Shelters, and Lessee shall fail either to do so or to commence to do so as required, Mortgagee is hereby authorized to repair or reconstruct the Shelters in compliance with this Agreement to prevent a forfeiture thereof by reason of the breach or default by Lessee, or of any of the terms, conditions or covenants herein in that respect. In such event, Mortgagee shall be subrogated to all the rights of Lessee herein to the insurance proceeds collected upon the Shelters, and shall be entitled to have said insurance proceeds paid out on such repair or reconstruction upon its own certification, in the same manner in every respect as if Mortgagee were Lessee.

18. CURING DEFAULTS

(A) Mortgagee may pay rent or make good any default of Lessee to prevent a forfeiture hereof.

(B) Notwithstanding anything in this entire Lease to the contrary, City will take no steps to exercise its rights in the event of default (other than the issuance of a written notice of default) until (i) City shall have given to Lessee and any Mortgagee written notice of any default hereunder on the part of Lessee alleged by City to exist; and (ii) Lessee or Mortgagee shall have failed to cure such default within thirty 30 days after the issuance of such notice; provided, however, that if the alleged default can be cured only by the performance of work or repairs or by some act, the performance of which requires a period of time, such default shall be deemed to have been cured if within said 30 day period Lessee or Mortgagee shall have, in good faith, commenced the curing of such default and shall thereafter diligently and continuously cause the same to be prosecuted to completion. If after the giving of any such notice the default alleged in the notice is cured by Mortgagee, such curing shall be deemed to be for the account of Lessee, with the same force and effect as if such curing has been accomplished by Lessee. No notice of default issued by the City shall be valid for any purpose unless such notice shall be given to Mortgagee, as well as to the Lessee, in the manner provided in this Agreement. All notices to Mortgagee may be sent to Mortgagee in care of Lessee until such time as Mortgagee shall have delivered a different address in writing to City, after which notices to Mortgagee shall be sent to the last address so furnished by the Mortgagee to City.

(C) Lessor and Lessee agree that there shall be no cancellation, surrender or modification of this Agreement by joint action of Lessor and Lessee without the prior consent in writing of the Mortgagee.

(D) Lessor agrees that the name of the Mortgagee may be added to the "loss payable endorsement" of any and all insurance policies required to be

carried by Lessee hereunder on condition that insurance proceeds are to be applied in the manner specified in this Agreement and that the mortgage or collateral documents shall so provide.

19. REDELIVERY OF THE PREMISES

At the expiration or sooner termination of this lease, Lessee shall redeliver all premises to Lessor completely restored to their original condition. All demolition, removal and restoration shall be at the sole expense of Lessee, provided, however, that Lessee shall retain the salvage value of any improvements so removed.

If at its option Lessor determines to accept redelivery of some or all the premises with the improvements left intact thereon, Lessee shall so redeliver said premises.

20. ADDITIONAL COVENANTS OF LESSEE

Lessee covenants and agrees that it will at all times during the continuance of this lease or any renewal thereof;

(A) Pay the rent and all other charges herein reserved at such time and place as the same are made payable. Lessee agrees that any rents and other charges herein agreed to be paid by Lessee may be provided for and recovered by Lessor by distraint or other means in the same manner as rent due or in arrears.

(B) Observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by Lessor's Department of Public Property and other authorities having jurisdiction over the bus shelters.

(C) Carry fire and extended coverage insurance on all improvements erected on the demised premises to the full sound insurable value

thereof. Such insurance shall be such financially responsible companies as may be approved in writing by Lessor, such approval not to be unreasonably withheld. Lessee shall furnish Lessor with certificates evidencing full compliance with all insurance requirements. Such insurance shall cover Lessor and Lessee or Mortgage, if any, as their interests may appear.

(D) Fully indemnify and save and hold harmless Lessor and the abutting property owner from and against all claims and actions and all expenses incidental to the defense thereof based upon or arising out of damages or injuries to persons or property arising out of use or occupancy of the demised premises or making electrical connections by Lessee, its employees, guests, patrons, invitees, contractors, suppliers of material, furnishers of services and members of the public in the use or occupancy of the leased premises by Lessee; in addition, Lessee shall hold Lessor harmless for any injury or damage or loss arising from the negligence of Lessor or its respective agents, servants or employees, and provided further that Lessor shall give Lessee prompt and reasonable notice of any such claims or actions. Lessee shall have the right to investigate, compromise and defend the same.

(E) Be liable to Lessor for any damages, harm, or injury to the leased premises and the related facilities of Lessor caused by the fault or negligence of Lessee, its agents, employees, guests, patrons, invitees, contractors, suppliers of material, and furnishers of services.

(F) Maintain a policy or policies of liability insurance to insure itself against liability for injury or damage to persons and property, and such other policies as are necessary to insure any other obligations incurred herein. The said policies will be in the minimum amounts set forth below or such greater amounts as the Lessor shall, from time to time, reasonably require or approve.

Public Liability

and

Property Damage \$1,000,000.00 Single Limit

Products Liability \$1,000,000.00 Single Limit

Fire and Extended Coverage: See Above

Workmen's Compensation as required by law.

All said policies shall name Lessor as an additional insured and shall also incorporate the following cross liability endorsement or provision:

"CROSS LIABILITY: It is understood and agreed that the insurance afforded by this policy or policies for more than one named insured shall not operate to increase the limits of the companies' liability, but otherwise shall not operate to limit or void the coverage of any one named insured as respects claims against the same named insured by any other named insured or the employees of such other named insured."

Lessee shall submit to Lessor's Risk Manager certificates of insurance indicating the form and sufficiency of coverage of all policies required by the contract for the approval of Lessor; provided, however, that Lessor may at its sole discretion require Lessee to submit all insurance policies required by the contract in their entirety for its approval. If Lessee neglects or refuses to obtain any of the insurance required by the contract within five days after service of written notice upon Lessee informing it of the default, then Lessor may procure same wherever available at the expense of Lessee. All amounts due from Lessee to Lessor under this paragraph shall be deemed additional rent, payable with and collectible as rent. Lessee further agrees to furnish Lessor with such evidence of insurance required to be carried under the contract as Lessor may, from time to time, require.

Prior to the commencement of any construction, Lessee and/or its contractor shall be required to obtain and maintain in full force and effect

a contractor's comprehensive liability insurance policy covering the performance of the work under this agreement. Said policy of insurance shall have minimum limits, unless otherwise specified, of \$500,000/\$1,000,000 public liability and \$150,000 property damage. The City of Philadelphia shall be named as an additional insured on such policy. Evidence of such insurance shall be furnished to the Department of Public Property before work is begun.

In addition, Lessee shall be required to maintain throughout the entire term of this agreement, a performance bond and a labor and material bond on forms provided by Lessor, each in the amount of \$500,000.00 which Lessee shall obtain from qualified bonding companies to be approved by Lessor. Lessor may, in its sole discretion, reduce said amounts from time to time.

(G) Remove any and all liens of any nature arising out of or because of any construction performed by Lessee or its contractor or subcontractors upon the demised premises, or arising out of or because of any performance of any labor by or for it or them, or the furnishing of any materials to it or them for use at said premises, reserving to Lessee, however, the right to contest the validity of any such liens. Lessee further agrees that prior to the performance of any work on the leased premises, it will file of record a waiver of mechanics' liens in form satisfactory to Lessor. Lessee agrees to completely indemnify and hold Lessor harmless from any and all claims for labor and/or material that may be incurred during the performance of any work on the said improvements. Prior to making final payment to any contractor, subcontractor or materialmen with respect to any work done or materials furnished in, on, or about any construction work contemplated herein, Lessee shall obtain and furnish to Lessor written releases of mechanics' liens with respect to all such work and/or materials.

(H) Use every reasonable precaution against fire.

(I) Furnish good, prompt and efficient service, adequate to meet all the demands for its service at the shelters, furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof, and charge fair, reasonable and nondiscriminatory prices for sale of advertising; provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(J) Peaceably deliver up and surrender possession of the demised premises to lessor at the expiration or other termination of this lease.

(K) Pay all taxes whatever character that may be levied, assessed or charged upon the property, real and personal, occupied, used or owned by Lessee, or upon Lessee's improvements, fixtures, equipment, or other property thereon, or upon Lessee's rights or operations hereunder, or upon Lessee.

(L) Operate the facilities demised herein in an efficient manner designed to produce the maximum revenue which may be derived therefrom.

(M) Operate the demised premises twenty-four (24) hours per day and seven (7) days per week.

21. NEGATIVE COVENANTS OF LESSEE

Assignment

Lessee further covenants that it will not:

(A) Occupy the demised premises in any way or for any purpose other than as herein provided.

(B) Assign, mortgage, pledge, encumber, underlet, or sublet the demised premises or any part thereof without prior written approval of the Lessor. In no way shall assignment or subletting relieve Lessor of any contractual obligations assumed under the Agreement.

22. ADDITIONAL COVENANTS OF LESSOR

(A) Throughout the term hereof, Lessee may have, hold, and enjoy peaceful and uninterrupted possession of the premises and rights herein leased

and granted, subject to performance by Lessee of its obligations herein and to supervening law.

23. INSPECTION AND EASEMENT

Lessor may enter upon the premises now or hereafter leased to Lessee at any time for any purpose necessary, incidental to or connected with the performance of its obligations hereunder including, but not limited to, the exercise of its governmental functions, or as may be required in the operations, maintenance, or development of street lighting or other public improvements, or to determine whether Lessee has complied or is complying with the terms and conditions of the contract with respect to said premises.

24. APPROVALS

Whenever any approval, consent, concurrence or permission by Lessor is required hereunder, it shall be in writing, signed by the duly authorized representative or Lessor. Whenever any approval, consent, concurrence or permission by Lessee is required hereunder, it shall be in writing signed by a duly authorized officer of Lessee.

25. CONDEMNATION

The execution of this lease shall in no way affect the Lessor's right to condemn the leasehold hereby granted under its power of eminent domain pursuant to applicable provision of law and the payment of damages for such condemnation.

26. REMEDIES OF LESSOR

(A) Upon violation by Lessee or failure to perform or otherwise breaking any covenant or agreement herein contained, or becoming insolvent or making an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Lessee, or if proceedings are commenced for appointment of a receiver for Lessee, or if proceedings for arrangement,

reorganization, or composition of creditors under any law be instituted by or against Lessee, or if the real or personal property of Lessee is sold or levied upon by any sheriff, marshall, or constable that there shall be deemed to be a breach of this lease and thereupon ipso facto and without entry or other action by Lessor, the rent for the entire unexpired balance of the term of this lease including the minimum ground rental payments, as well as all other charges, payments, costs, and expenses herein after to be paid by Lessee or, at the option of Lessor, any part thereof, and also all costs and officers' commissions shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charges or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if, by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance, or in the event of the foregoing at any time at the option of Lessor, this lease and the term hereby created shall determine and become absolutely void. Provided, however, that Lessor shall give Lessee written notice of the violation requiring correction of same within thirty (30) days. If the violation or default requires work to be done, actions to be taken or conditions to be remedied which cannot by their nature be reasonably done, taken or remedied within such thirty (30) day period, the Lessee shall not be deemed to be in default or breach of this lease and the Lessor shall not be entitled to the acceleration of rental payments, charges, payments, costs and expenses hereinabove described if, and so long as, the Lessee shall commence correction of such violation or default within said thirty (30) day period and shall diligently and continuously pursue same to completion.

(B) Subject to the preceding cure period for default, in the event of any default by Lessee hereunder, Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(1) May enter the premises and, without demand, proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent and all costs and officers commissions. Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made, or which may hereafter be made, regarding any limitation as to the goods upon which or the time within which distress is to be made after removal of goods, and further relieves Lessor of the obligation of providing or identifying such goods, it being the purpose and intent of this provision that all goods or losses, whether upon the demised premises or not, shall be liable to distress for rent.

(2) May lease said premises or any part or parts thereof to such person or persons as may, in Lessor's discretion, seem best and Lessee shall be liable for any loss of rent for the balance of the then term. Lessee's damages shall be mitigated by amounts already received by Lessor.

(C) If rent and/or charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid, Lessee empowers any prothonotary or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs, and expenses reserved as rent or agreed to be paid by Lessee, and/or to sign for Lessee an agreement for entering in any competent court an amicable action or actions for the recovery of rent or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent for the entire unexpired balance of the term of this lease and/or other charges, payments, costs, and expenses reserved as rent or agreed to be paid by Lessee, and for interest and costs together with attorney's

commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

(D) When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney, as attorney for Lessee, to file an agreement for entering in any competent court an amicable action and judgment ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the herein demised premises, for which this lease shall be his sufficient warrant; whereupon, if Lessor so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ of proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remains in or be restored by Lessee, Lessor shall have the right upon any subsequent default or defaults or upon the termination of this lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

(E) In any amicable action of ejection and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit, made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be

necessary to file the original as a warrant of attorney, any rule of the court, custom, or practice to the contrary notwithstanding.

(F) All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, or for the sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

27. REMEDIES OF LESSEE

Lessee, at its option, may declare this lease terminated in its entirety upon the happening of any one or more of the following events:

(A) If Lessor fails to make the demised premises available to lessee upon the first day of the term of the letting thereof.

(B) If, by reason of any willful act or willful omission wrongfully done or wrongfully omitted to be done in violation of this lease, Lessor shall substantially interfere with the use by Lessee of the demised premises for the purposes for which the use thereof at that time is authorized by this lease; or

(C) If all improvements placed upon the demised premises shall be simultaneously totally destroyed by fire or other casualty, provided the proceeds of any insurance required hereunder to protect against such loss are paid in full to Lessor. If the damage caused as above be only partial and such

that the said shelters can be restored to its prior condition within a reasonable time, Lessee shall restore the same within reasonable promptness in accordance with the construction specifications and all other covenants and conditions herein. In the event of such reconstruction by Lessee, it is understood and agreed that Lessee shall continue to pay to Lessor all rentals due and owing under Section 6 above. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any; or

(D) If a court of competent jurisdiction issues an injunction against Lessor preventing or restraining the use of the Shelters, and if such injunction remains in force for a period of ninety days or more.

28. COMPLETE AGREEMENT

It is expressly understood and agreed by and between the parties hereto that this lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings between Lessor and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by them. It is agreed and understood by the parties that all of the terms and special and general conditions of the specifications and bids included in Bid No. C-102-91 dated May 22, 1991 which are included herein by reference, constitute additional terms and conditions of this Agreement of Lease as fully as if they had been set forth herein.

29. WAIVERS

Any waiver by either party under this lease or of any breach by the other party shall not effect similar rights subsequently arising nor operate as a waiver of subsequent breaches of the same or similar kinds nor as a waiver of the clause or condition under which said right arose or said breach occurred.

30. NON DISCRIMINATION

(A) This agreement is entered into under the terms of the Philadelphia Home Rule Charter, and in the exercise of the privileges herein granted, Lessee shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex.

(1) In furtherance of this covenant but without limitation thereto, Lessee agrees to provide equal employment opportunities in connection with the exercise of the privileges herein granted. Lessee further agrees:

(a) Not to discriminate nor permit discrimination against any employee or applicant for employment with regard to hiring, tenure of employment conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin, or sex;

(b) To keep posted in conspicuous and readily accessible places customarily frequented by applicants for employment, and in at least one place customarily frequented by employees at or near such location where services are performed by such employees, copies of notices provided by the Commission on Human Relations setting forth the substance of subsection (a) of this paragraph.

(c) Not to discriminate in the subleasing of any Premises demised hereunder or in the granting of any privileges to any sublessee hereunder because of race, color, religion, national origin, or sex;

(d) To insert the provisions of subsections (a), (b), and (c) of this paragraph as covenants to be performed by the sublessee in all sublease contracts which are entered into by Lessee hereunder.

(2) Lessee agrees that any failure to comply with any of the foregoing requirements shall constitute a substantial breach of this contract. It is further agreed that in the event the Commission on Human Relations of the City of Philadelphia, after investigation, shall determine that the Lessee or any sublessee hereunder has failed to comply with any of the provisions of the foregoing subparagraph and the Commission shall certify such failure to the Commissioner of Public Property, Lessor may terminate this lease, whereupon all obligation of Lessor to perform under this lease shall cease. Lessee agrees that in addition to any other remedies available by reason of the breach of this Section 30, there shall be assessed against it by Lessor a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person is discriminated against in violation of the provisions of this Article.

(B) (1) In accordance with Chapter 17-400 of The Philadelphia Code, Lessee 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 or otherwise available in law or equity.

(2) Lessee agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Lease.

(3) Lessee 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 herein or otherwise available in law or equity.

(C) (1) In accordance with Executive Order No. 6-90, the City has established an anti-discrimination policy relating to the solicitation and selection of contract participants. Lessee covenants and represents that it will satisfy the participation ranges set forth in the Bid Documents in accordance with the provisions of the Bid Documents and the terms set forth in this Section 30. (C). The participation ranges set forth in the Bid Documents are:

MBE: 37% to 22%

WBE: 8% to 4.8%

DSBE: 0%

(2) Prior to entering into any subcontracts with respect to the Transit Shelter Program described in this Agreement, but in no event later than ninety (90) days after the execution of this Agreement, Lessee shall submit a Participation Plan for the City's prior review and written approval. The Participation Plan shall specify the commitments made by Lessee in connection with the design, construction, maintenance and operation of the Transit Shelter Program. MBE/WBE/DSBE percentage commitments are to be maintained throughout the term of this Agreement (including any Renewal Term(s)). Any change to the commitments made by Lessee in the Participation Plan approved by the City shall be subject to the prior review and written approval of the City. Lessee shall submit, upon request by the City, written confirmation from the MBE/WBE/DSBE

contract participants that such firms performed the work and received payment for such work in accordance with the approved Participation Plan. Lessee shall maintain all books and records relating to its MBE/WBE/DSBE commitments (e.g. copies of subcontracts or other agreements, correspondence, cancelled checks, invoices, telephone logs) for a minimum of three (3) years following expiration or termination of this Agreement and shall make such books and records available for periodic inspection by the City. Lessee agrees to submit periodic reports and other documentation as deemed necessary by the City to ascertain Lessee's fulfillment of its MBE/WBE/DSBE commitments.

(3) The provisions of this Section are a material part of this Agreement, and if Lessee fails to fulfill the MBE/WBE/DSBE commitments made in connection with this Agreement, City may hold Lessee in default and City shall be entitled to all rights and remedies available in law and equity, including but not limited to, termination of this Agreement forthwith.

31. NOTICES

Notices provided for herein shall be sufficient if sent by registered mail, postage prepaid, for Lessor, addressed to the Commissioner of Public Property, 1020 Municipal Services Building, Philadelphia, Pennsylvania, 19102 and for Lessee addressed to Gannett Transit, 666 Third Avenue, New York, NY 10017, or such other respective addresses as the parties may from time to time, designate to each other in writing.

32. FORCE MAJEURE

Neither party shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of governmental authorities, orders of the courts or administrative or regulatory agencies, strikes, floods or other natural catastrophes.

33. EXCLUSIVE AGREEMENT

It is understood that this is the exclusive contract for the installation and operation of Shelters with revenue producing advertising to be granted by Lessor. Lessor reserves the right to erect and maintain similar transit shelters in any location it may deem appropriate, provided, however, that such shelters shall not contain revenue producing advertising.

34. LEASE BINDING

This lease shall be binding upon the parties hereto, their heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the day and year

first above written.

THE CITY OF PHILADELPHIA

BY: Amy F. Henderson

TITLE: Procurement Commissioner

ATTEST: _____

TITLE: _____

NEW YORK SHELTER MEDIA, INC.
d/b/a GANNETT TRANSIT

BY: [Signature]

TITLE: President

ATTEST: [Signature]

TITLE: Executive Vice President

APPROVED AS TO FORM
CHARISSE R. LILLIE, CITY SOLICITOR
Per William J. McManus
Divisional Deputy City Solicitor

CORPORATE SEAL:

SIXTH AMENDMENT

This Sixth Amendment to the Transit Shelters Agreement made this 23rd day of December 2009, effective as of January 1, 2010 by and between Lessor, City of Philadelphia, through its Department of Public Property ("City") and Lessee, CBS Outdoor, Inc. ("CBS"), authorized to do business in the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, on July 31, 1991, the City signed contract #92-8010 to commence on November 1, 1991 with New York Shelter Media D/B/A Gannett Transit ("Gannett"), (the "Agreement," which term shall include all amendments including this amendment) based on its responses to Department of Public Property Invitation and Bid # C-102-91 whereby Gannett agreed to provide to the City the construction and maintenance of transit shelters and the promotion and management of said shelters for sales of advertising space;

WHEREAS, Gannett sold its business to Outdoor Systems, Inc. ("Outdoor Systems") in August of 1996;

WHEREAS, Outdoor Systems transferred its interest in transit shelters in Philadelphia under the 1991 Agreement to Infinity Outdoor ("Infinity") in May of 2000;

WHEREAS, on October 20, 2000 the City and Infinity extended the Agreement for two (2) years, from December 31, 2001 to December 31, 2003;

WHEREAS, Viacom Outdoor, Inc. acquired Infinity's interest in transit shelters in Philadelphia under the 1991 Agreement in October of 2001;

WHEREAS, on April 15, 2003 the City and Viacom Outdoor, Inc. executed a First Amendment #03-13093, extending the term of the Agreement for two (2) years, from December 31, 2003 to December 31, 2005;

WHEREAS, on November 2, 2005 the City and Viacom Outdoor, Inc. executed a Second Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2006;

WHEREAS, in January of 2006, Viacom Outdoor, Inc. changed its name to CBS Outdoor, Inc.;

WHEREAS, on November 9, 2006, the City and CBS Outdoor, Inc. executed a Third Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2007;

WHEREAS, on January 4, 2008, the City and CBS Outdoor, Inc. executed a Fourth Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2008;

WHEREAS, on December 23, 2008, the City and CBS Outdoor, Inc. executed a Fifth

Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2009;

WHEREAS, the lease extensions encompassed in the First through Fifth Amendments did not provide an adequate term for the recoupment of major capital expenditures (capital expenditures including, but not limited to, replacing transit shelters not explicitly defined in the Agreement), and thus, no such improvements were contemplated or intended by the parties to the Agreement;

WHEREAS, this amendment shall be referred to as the "Sixth Amendment" and the parties intend to extend the Agreement for an additional one (1) year period from January 1, 2010 to December 31, 2010, subject to early termination by the City as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the City and CBS hereby agree as follows:

1. TERM

The parties agree to amend the Term of the Agreement by extending it for an additional one (1) year period beginning on January 1, 2010 and terminating on December 31, 2010 ("Termination Date").

2. EARLY TERMINATION

The City has the right to terminate this Agreement at any time on or after September 30, 2010 ("Termination Date") by providing sixty (60) days advance written notice to CBS ("Termination Notice). By way of example, to establish a Termination Date of September 30, 2010, the City must provide written notice on or before August 1, 2010.

3. REMOVAL / REPLACEMENT OF TRANSIT SHELTERS

Notwithstanding anything to the contrary contained in the Agreement or otherwise, CBS may remove, with or without replacing, any transit shelter that it deems to be beyond its useful life and unsound. Notwithstanding the preceding sentence, on or before July 31, 2010, the City may require, in writing, the replacement of up to three (3) transit shelters removed by CBS under this provision.

4. REDELIVERY OF THE PREMISES

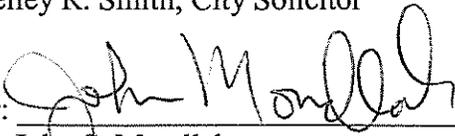
Notwithstanding anything to the contrary contained in the Agreement or otherwise, at the expiration or earlier termination of the Agreement, CBS shall redeliver all premises to the City in "as is" condition including all defects latent and patent. This provision expires on December 31, 2010, at the expiration of this Sixth Amendment, unless a further renewal beyond the Sixth Amendment is being negotiated but is not consummated by December 31, 2010, and/or CBS's operation of the subject transit shelters is otherwise continued for a period of time. During the period that the renewal is being negotiated and/or CBS is continuing to operate the transit shelters, this "as is" provision will continue to apply.

5. OTHER TERMS OF THE AGREEMENT

All other terms and conditions of this Agreement (as amended) shall remain in full force and effect.

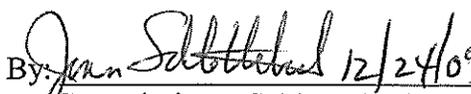
IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and CBS have caused these presents to be properly executed as of the date first written above.

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

Per: 

John S. Mondlak
Divisional Deputy City Solicitor

CITY OF PHILADELPHIA
Department of Public Property

By:  12/24/09

Commissioner Schlotterbeck

CBS OUTDOOR, INC.

By: _____
Name:
Title:

5. OTHER TERMS OF THE AGREEMENT

All other terms and conditions of this Agreement (as amended) shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and CBS have caused these presents to be properly executed as of the date first written above.

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

CITY OF PHILADELPHIA
Department of Public Property

Per: _____
John S. Mondlak
Divisional Deputy City Solicitor

By: _____
Commissioner Schlotterbeck

CBS OUTDOOR, INC.

By: 
Name: Raymond Nowak
Title: EVP, CFO & CAO

FIFTH AMENDMENT

This Fifth Amendment to the Transit Shelters Agreement made this 23RD day of December 2008, effective as of January 1, 2009 by and between Lessor, City of Philadelphia, through its Department of Public Property ("City") and Lessee, CBS Outdoor, Inc. ("CBS"), authorized to do business in the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, on July 31, 1991, the City signed contract #92-8010 to commence on November 1, 1991 with New York Shelter Media D/B/A Gannett Transit ("Gannett"), (the "Agreement", which term shall include all amendments including this amendment) based on its responses to Department of Public Property Invitation and Bid # C-102-91 whereby Gannett agreed to provide to the City the construction and maintenance of transit shelters and the promotion and management of said shelters for sales of advertising space;

WHEREAS, Gannett sold its business to Outdoor Systems, Inc. ("Outdoor Systems") in August of 1996;

WHEREAS, Outdoor Systems transferred its interest in transit shelters in Philadelphia under the 1991 Agreement to Infinity Outdoor ("Infinity") in May of 2000;

WHEREAS, on October 20, 2000 the City and Infinity extended the Agreement for two (2) years, from December 31, 2001 to December 31, 2003;

WHEREAS, Viacom acquired Infinity's interest in transit shelters in Philadelphia under the 1991 Agreement in October of 2001;

WHEREAS, on April 15, 2003 the City and Viacom Outdoor, Inc. executed a First Amendment #03-13093, extending the term of the Agreement for two (2) years, from December 31, 2003 to December 31, 2005;

WHEREAS, on November 2, 2005 the City and Viacom Outdoor, Inc. executed a Second Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2006;

WHEREAS, in January of 2006, Viacom Outdoor, Inc. changed its name to CBS Outdoor, Inc.;

WHEREAS, on November 9, 2006, the City and CBS Outdoor, Inc. executed a Third Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2007;

WHEREAS, on January 4, 2008, the City and CBS Outdoor, Inc. executed a Fourth Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2008;

WHEREAS, the parties intend to extend the Agreement for an additional one (1) year

period from January 1, 2009 to December 31, 2009 pursuant to this amendment ("Fifth Amendment").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, City and CBS hereby agree as follows:

1. TERM

The parties agree to amend the Term of the Agreement by extending it for an additional one (1) year period beginning on January 1, 2009 and terminating on December 31, 2009 ("Termination Date").

2. COMMISSION

CBS shall be entitled to a commission of 20% of the gross advertising revenue from all advertising contracts entered into by CBS on or before the Termination Date ("Commission") for advertising to be displayed on or after the Termination Date, but not later than three (3) months after the Termination Date ("Commission Period"). The Commission shall be calculated after first deducting any reasonable advertising agency commission applicable to the gross advertising revenue.

The Commission to CBS shall be paid by the Advertising Vendor within 60 days of the effective date of their contract with the City, but not sooner than 30 days after CBS provides a written accounting to the City of all advertising sold during the Commission Period and shall apply to all gross advertising revenue collected by the Advertising Vendor on contracts entered into by CBS.

3. SELLING PERIOD

CBS shall cease all sales activities on the Termination Date and provide a written accounting of all advertising for which they are entitled a Commission under this Agreement. The written accounting shall include copies of all advertising agreements related to the Commission Period and shall be provided to the City within 30 days of the Termination Date.

4. ASSIGNMENT OF ADVERTISING AGREEMENTS

CBS shall be willing to assign all advertising agreements and related rights relevant to the Commission Period to the Advertising Vendor effective the first day following the termination of this Agreement. Original advertising agreements shall be delivered to the Advertising Vendor directly or through the City as soon as reasonably practical. Up until the Termination Date, CBS shall continue to invoice and collect advertising revenue and maintain customary invoicing and collection practices. Both before and after the Termination Date, CBS agrees to make such advertising agreements and related records available to the City and the Advertising Vendor in order to facilitate the transfer of obligations under those agreements including invoicing and collections which shall take effect on the day following the Termination Date as provided herein.

5. INSTALLING NEW SHELTERS

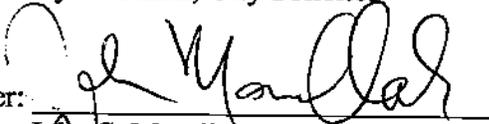
CBS shall continue to pursue in good faith any unfulfilled obligations under Section 2 of the Second Amendment to this Agreement pertaining to new shelter locations.

6. OTHER TERMS OF THE AGREEMENT

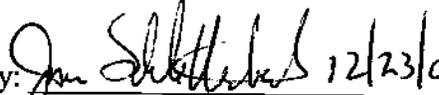
All other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and CBS have caused these presents to be properly executed as of the date first written above.

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

Per: 
John S. Mondlak
Senior Attorney

CITY OF PHILADELPHIA
Department of Public Property

By:  12/23/08
Commissioner Schlotterbeck

CBS OUTDOOR, INC.

By: 
Name:
Title:

FOURTH AMENDMENT

This fourth amendment to the Transit Shelters Agreement ("Fourth Amendment") made this ^{4th} day of January, 2008, effective as of January 1, 2008 by and between Lessor, City of Philadelphia, through its Managing Director's Office ("City") and Lessee, CBS Outdoor, Inc. ("CBS"), authorized to do business in the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, on July 31, 1991, the City signed contract #92-8010 to commence on November 1, 1991 with New York Shelter Media D/B/A Gannett Transit ("Gannett"), (the "Agreement", which term shall include all amendments including this amendment) based on its responses to Department of Public Property Invitation and Bid # C-102-91 whereby Gannett agreed to provide to the City the construction and maintenance of transit shelters and the promotion and management of said shelters for sales of advertising space;

WHEREAS, Gannett sold its business to Outdoor Systems, Inc. ("Outdoor Systems") in August of 1996;

WHEREAS, Outdoor Systems transferred its interest in transit shelters in Philadelphia under the 1991 Agreement to Infinity Outdoor ("Infinity") in May of 2000;

WHEREAS, on October 20, 2000 the City and Infinity extended the Agreement for two (2) years, from December 31, 2001 to December 31, 2003;

WHEREAS, Viacom acquired Infinity's interest in transit shelters in Philadelphia under the 1991 Agreement in October of 2001;

WHEREAS, on April 15, 2003 the City and Viacom Outdoor, Inc. executed a First Amendment #03-13093, extending the term of the Agreement for two (2) years, from December 31, 2003 to December 31, 2005;

WHEREAS, on November 2, 2005 the City and Viacom Outdoor, Inc. executed a Second Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2006;

WHEREAS, in January of 2006, Viacom Outdoor, Inc. changed its name to CBS Outdoor, Inc.;

WHEREAS, on November 9, 2006, the City and CBS Outdoor, Inc. executed a Third Amendment, extending the term of the Agreement for one (1) year, ending December 31, 2007;

WHEREAS, in 2007, the City issued an RFP for transit shelter advertising, but was unable to obtain City Council approval for a long term agreement;

WHEREAS, the City intends to enter into a long term street furniture advertising agreement with an advertising vendor which may or may not be CBS ("Advertising Vendor") during 2008;

WHEREAS, the parties intend to extend the Agreement for an additional one (1) year period from January 1, 2008 to December 31, 2008 pursuant to this amendment ("Fourth Amendment") subject to early termination by the City as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, City and CBS hereby agree as follows:

1. TERM

The parties agree to amend the Term of the Agreement by extending it for an additional one (1) year period beginning on January 1, 2008 and terminating on December 31, 2008.

2. EARLY TERMINATION

On or after September 30, 2008, the City has the right to terminate this Agreement ("Termination Date") by providing 60 days advance written notice to CBS. For example, to establish a Termination Date of September 30, 2008, the City must provide written notice on or before August 1, 2008.

3. COMMISSION

CBS shall be entitled to a commission of 20% of the gross advertising revenue from all advertising contracts entered into by CBS on or before the Termination Date ("Commission") for advertising to be displayed on or after the Termination Date, but not later than three (3) months after the Termination Date ("Commission Period"). The Commission shall be calculated after first deducting any reasonable advertising agency commission applicable to the gross advertising revenue.

The Commission to CBS shall be paid by the Advertising Vendor within 60 days of the effective date of their contract with the City, but not sooner than 30 days after CBS provides a written accounting to the City of all advertising sold during the Commission Period and shall apply to all gross advertising revenue collected by the Advertising Vendor on contracts entered into by CBS.

4. SELLING PERIOD

CBS shall cease all sales activities on the Termination Date and provide a written accounting of all advertising for which they are entitled a Commission under this Agreement. The written accounting shall include copies of all advertising agreements related to the Commission Period and shall be provided to the City within 30 days of the Termination Date.

5. ASSIGNMENT OF ADVERTISING AGREEMENTS

CBS shall be willing to assign all advertising agreements and related rights relevant to the Commission Period to the Advertising Vendor effective the first day following the termination of this Agreement. Original advertising agreements shall be delivered to the Advertising Vendor directly or through the City as soon as reasonably practical. Up until the Termination Date, CBS shall continue to invoice and collect advertising revenue and maintain customary invoicing and collection practices. Both before and after the Termination Date, CBS agrees to make such advertising agreements and related records available to the City and the Advertising Vendor in order to facilitate the transfer of obligations under those agreement including invoicing and collections which shall take effect on the day following the Termination Date as provided herein.

6. INSTALLING NEW SHELTERS

CBS shall continue to pursue in good faith any unfulfilled obligations under Section 2 of the Second Amendment to this Agreement pertaining to new shelter locations.

7. COUNTERPARTS

This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and shall together constitute a single valid and binding instrument.

8. OTHER TERMS OF THE AGREEMENT

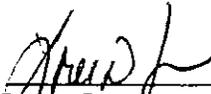
All other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and CBS have caused these presents to be properly executed as of the date first written above.

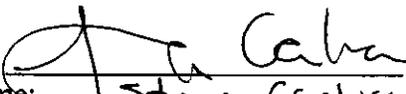
APPROVED AS TO FORM:
Romulo L. Diaz, Jr., City Solicitor

CITY OF PHILADELPHIA
Managing Director's Office

Per: 
Henry Schwartz
Divisional Deputy City Solicitor

By: 
Loretta Jones
Managing Director

CBS OUTDOOR, INC.

By: 
Name: Steve Carlwan
Title: General Manager

THIRD AMENDMENT

This THIRD AMENDMENT TO TRANSIT SHELTERS AGREEMENT made this day of ~~October~~^{NOV} 9, 2006, effective as of January 1, 2007 by and between Lessor, City of Philadelphia, through its Department of Public Property ("City") and Lessee, CBS Outdoor, Inc. ("CBS"), authorized to do business in the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, on July 31, 1991, the City signed contract #92-8010 to commence on November 1, 1991 with New York Shelter Media D/B/A Gannett Transit ("Gannett"), (the "Agreement", which term shall include all amendments including this amendment) based on its responses to Department of Public Property Invitation and Bid # C-102-91 whereby Gannett agreed to provide to the City the construction and maintenance of transit shelters and the promotion and management of said shelters for sales of advertising space;

WHEREAS, Gannett sold its business to Outdoor Systems, Inc. ("Outdoor Systems") in August of 1996;

WHEREAS, Outdoor Systems transferred its interest in transit shelters in Philadelphia under the 1991 Agreement to Infinity Outdoor ("Infinity") in May of 2000;

WHEREAS, on October 20, 2000 the City and Infinity extended the Agreement for two (2) years, from December 31, 2001 to December 31, 2003;

WHEREAS, Viacom acquired Infinity's interest in transit shelters in Philadelphia under the 1991 Agreement in October of 2001;

WHEREAS, on April 15, 2003 the City and Viacom Outdoor, Inc. executed a First Amendment #03-13093, extending the term of the Agreement for two (2) years, from December 31, 2003 to December 31, 2005;

WHEREAS, on November 2, 2005 the City and Viacom Outdoor, Inc. executed a Second Amendment, extending the term of the Agreement for one (1) year, from December 31, 2005 to December 31, 2006;

WHEREAS, in January of 2006, Viacom Outdoor, Inc. changed its name to CBS Outdoor, Inc.;

WHEREAS, the City intends to issue an RFP for transit shelter advertising and select a vendor ("Advertising Vendor") in 2007;

WHEREAS, the parties intend to extend the Agreement for an additional one (1) year period from January 1, 2007 to December 31, 2007 subject to early termination by the City as provided herein.

WHEREAS, this amendment shall be referred to as the "Third Amendment" and the original parties intend to extend the Agreement for an additional one (1) year period from January 1, 2007 to December 31, 2007 subject to early termination by the City as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, City and CBS hereby agree as follows:

1. TERM

The parties agree to amend the Term of the Agreement by extending it for an additional one (1) year period beginning on January 1, 2007 and terminating on December 31, 2007.

2. EARLY TERMINATION

The City has the right to terminate this Agreement at any time on or after June 30, 2007 ("Termination Date") by providing 60 days advance written notice to CBS. To establish a Termination Date of June 30, 2007, the City must provide written notice on or before May 1, 2007.

3. COMMISSION

CBS shall be entitled to a commission of 20% of the gross advertising revenue from all advertising contracts entered into by CBS on or before the Termination Date ("Commission") for the period beginning on the Termination Date and ending six (6) months after the Termination Date ("Commission Period"). The Commission shall be calculated after first deducting any advertising agency commission applicable to the gross advertising revenue.

The Commission to CBS shall be paid by the Advertising Vendor within 60 days of the effective date of their contract with the City, but not sooner than 30 days after CBS provides a written accounting to the City of all advertising sold during the Commission Period.

4. SELLING PERIOD

CBS shall cease all sales activities on the Termination Date and provide a written accounting of all advertising for which they are entitled a Commission under this Agreement. The written accounting shall include copies of all advertising agreements related to the Commission Period and shall be provided to the City within 30 days of the Termination Date.

5. ASSIGNMENT OF ADVERTISING AGREEMENTS

CBS shall be willing to assign all advertising agreements and related rights relevant to the Commission Period to the Advertising Vendor effective the first day following the termination of this Agreement. Original advertising agreements shall be delivered to the Advertising Vendor

directly or through the City as soon as reasonably practical. Up until the Termination Date, CBS shall continue to invoice and collect advertising revenue and maintain customary invoicing and collection practices. Both before and after the Termination Date, CBS agrees to make such advertising agreements and related records available to the City and the Advertising Vendor in order to facilitate the transfer of obligations under those agreement including invoicing and collections which shall take effect on the day following the Termination Date as provided herein.

6. INSTALLING NEW SHELTERS

CBS shall continue to pursue in good faith any unfulfilled obligations under Section 2 of the Second Amendment to this Agreement pertaining to new shelter locations.

7. ADDITIONAL REPORTING REQUIREMENTS

In addition to information already required pursuant to this Agreement, CBS shall provide the City with the following information on a monthly basis:

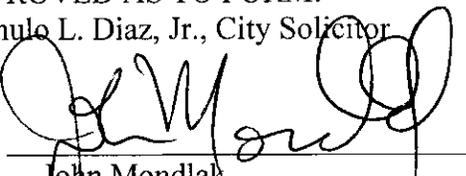
- a) sales reports broken down by advertising agency or client
- b) sales reports broken down by underlying advertiser
- c) applicable periods and termination dates for all advertising contracts
- d) revenue generated by each advertising agreement
- e) receivable aging reports broken down by advertising agency or client

8. OTHER TERMS OF THE AGREEMENT

All other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City and CBS have caused these presents to be properly executed as of the date first written above.

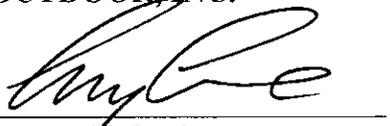
APPROVED AS TO FORM:
Romulo L. Diaz, Jr., City Solicitor

Per: 
John Mondlak
Deputy City Solicitor

CITY OF PHILADELPHIA
Department of Public Property

By:  11/9/06
Commissioner Schlotterbeck

CBS OUTDOOR, INC.

By: 
Name: Larry H. Levine
Title: President, Displays Division

#03-13093

[Original Contract: 92-8010; Bid # C-102-91]

FIRST AMENDMENT

FIRST AMENDMENT TO TRANSIT PASSENGER SHELTERS AND ADVERTISING ("TRANSIT SHELTERS") CONTRACT

THIS FIRST AMENDMENT TO TRANSIT SHELTERS CONTRACT, made this day of April 15, 2003, effective as of 4/15, 2003 by and between Lessor, **CITY OF PHILADELPHIA**, through its Department of Public Property ("City") and Lessee **VIACOM OUTDOOR, INC** ("**Viacom Outdoor**"), authorized to do business in the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, on July 31, 1991, the City signed contract #92-8010 to commence on November 1, 1991 with **NEW YORK SHELTER MEDIA D/B/A GANNETT TRANSIT** ("**GANNETT**"), (the "**Contract**") based on its response to Department of Public Property Invitation and Bid # C-102-91 whereby **GANNETT** agreed to provide to the City the construction and maintenance of transit shelters and the promotion and management of said shelters for sales of advertising space;

WHEREAS, **GANNETT** sold its business to **OUTDOOR SYSTEMS, INC** ("**OUTDOOR SYSTEMS**") in August of 1996;

WHEREAS, **OUTDOOR SYSTEMS** transferred its interest in transit shelters in Philadelphia under the 1991 contract to **INFINITY OUTDOOR** ("**INFINITY**") in May of 2000;

WHEREAS, the City offered, and **INFINITY** accepted on October 20, 2000, a contract extension under the original terms and conditions for two (2) years, from December 31, 2001-December 31, 2003 as set forth in Attachment A;

WHEREAS, **Viacom Outdoor** acquired **INFINITY**'s interest in transit shelters in Philadelphia under the 1991 contract in October of 2001;

WHEREAS, it is necessary to amend the Contract in order to revise **Section 4., Term** and to add new requirements which have been instituted as standard terms and conditions of contracts written since 1991; and,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, City and **Viacom Outdoor** hereby agree as follows:

1. Effective as of _____, 2003, **Section 4** of the Contract (at Page 4 of the Contract) is deleted in its entirety and is hereby replaced with the following:

4. **Term.**

The term of this Agreement under which these privileges shall be granted shall commence on December 31, 2003 and terminate on December 31, 2005 unless renewed for one or more additional five (5) year periods under the same terms and conditions at the sole option of the City. Except as is provided herein, all other terms and conditions of the Contract dated July 31, 1991 and effective as of November 1, 1991 shall remain in full force and effect.

2. The following new sections are added to include standard requirements that have been added since the 1991 contract (#92-8010) was signed and become effective as of the date this contract amendment has been signed by both parties.

35. **Northern Ireland Provisions.**

A. In accordance with Section 17-104 of The Philadelphia Code, Viacom Outdoor by execution of this Lease certifies and represents that (i) Viacom Outdoor (including any parent company, subsidiary, exclusive distributor or company affiliated with Viacom Outdoor) does not have, and will not have at any time during the term of this Lease (including any Extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to City under this Lease will originate in Northern Ireland, unless Viacom Outdoor has implemented the fair employment principles embodied in the MacBride Principles.

B. In the performance of this Lease, Viacom Outdoor agrees that it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Viacom Outdoor further agrees to include the provisions of this subsection, with appropriate

adjustments for the identity of the parties, in all subcontracts and supply Leases which are entered into in connection with the performance of this Lease.

C. Viacom Outdoor agrees to cooperate with City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Viacom Outdoor expressly understands and 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 the Lease entitling City to all rights and remedies provided in this Lease or otherwise available in law (including but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S. Section 4904.

36. Certificate of Non-Indebtedness

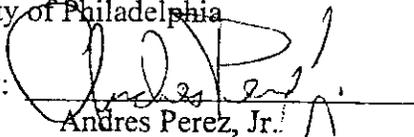
A. **Viacom Outdoor not indebted.** Viacom Outdoor hereby certifies and represents that Viacom Outdoor and Viacom Outdoor's parent company(ies) and subsidiary(ies) are not currently indebted to City and will not at any time during the term of this Lease (including any extensions or renewals thereof) be indebted to City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to City has been established. In addition to any other rights or remedies available to City at law or in equity, Viacom Outdoor acknowledges that any breach or failure to conform to this certification may, at the option of City, result in the withholding of payments otherwise due to Viacom Outdoor and, if such breach or failure is not resolved to City's satisfaction within a reasonable time frame specified by City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Lease for default (in which case Viacom Outdoor shall be liable for all excess costs and other damages resulting from the termination).

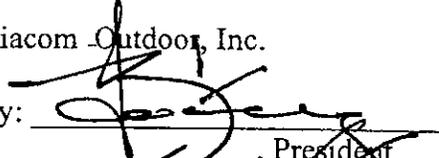
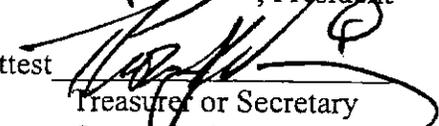
B. **Requirement for subcontractors.** Viacom Outdoor shall require all subcontractors performing work in connection with this Lease to be bound by the following provision and Viacom Outdoor shall cooperate fully with City

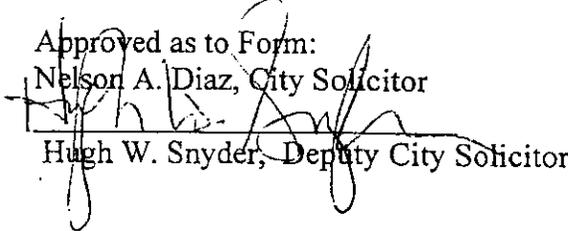
in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that Subcontractor and Subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to City and will not at any time during the term of Viacom Outdoor's Lease with City, including any extensions or renewals thereof, be indebted to City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to City has been established. In addition to any other rights or remedies available to City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if such breach or failure is not resolved to City's satisfaction within a reasonable time frame specified by City in writing, may result in the offset of any such indebtedness against said payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination)."

IN WITNESS WHEREOF, and intending to be legally bound hereby, City and Viacom Outdoor have caused these presents to be properly executed as of the date first above written.

City of Philadelphia
By: 
Andres Perez, Jr.
Commissioner of Public Property

Viacom Outdoor, Inc.
By: 
, President
Attest 
Treasurer or Secretary
Corporate Seal:

Approved as to Form:
Nelson A. Diaz, City Solicitor

Hugh W. Snyder, Deputy City Solicitor

ATTACHMENT A



CITY OF PHILADELPHIA

DEPARTMENT OF PUBLIC PROPERTY
1030 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1577
(215) 686-4430
FAX (215) 686-4428

ANDRES PEREZ, JR.
Commissioner

September 29, 2000

Mr. Steve Carlucci
Sales Manager
Infinity Outdoor
12285 McNulty Road, Suite 105
Philadelphia, Pennsylvania 19154

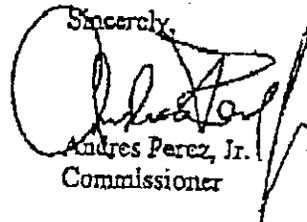
Re: Transit Shelter Contract Extension

Dear Mr. Carlucci:

Pursuant to your recent conversations with the City Office of Transportation staff, this letter will serve as the City's official proposal to Infinity Outdoor that the term of our Transit Passenger Advertising Shelter contract be extended from December 31, 2001 to December 31, 2003. As previously explained to you, the City intends to expand the scope of the program to include other advertisement-bearing street furniture within the public right-of-way, perhaps including but not limited to newsstands and information kiosks. All such devices would thus be consolidated into a single coordinated contract. As you might imagine, a contract scope expansion of this magnitude entails much preparatory work, not the least of which is enactment of requisite City Council ordinances. It is apparent that the City cannot reasonably expect to accomplish these tasks within the framework of the current December 31, 2001 contract expiration. Accordingly, we seek your concurrence in a two-year extension of our contract, under the existing terms and conditions.

Should you have any questions, please contact Chris Zearfoss of the Office of Transportation at 215-686-4568. Your attention and favorable consideration of this proposal are very much appreciated.

Sincerely,



Andres Perez, Jr.
Commissioner

cc: Francois Dutchie, Assistant City Solicitor, Law Department
Debora Russo, Deputy Managing Director
Chris Zearfoss, Acting Deputy Mayor for Transportation



October 20, 2000

Mr. Andres Perez, Jr.
Commissioner
Department of Public Property
1030 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1677

RE: Transit Shelters Contract Extension

Dear Mr. Perez, Jr.

We at Infinity Outdoor concur with the City's official proposal of extending our current Transit Passenger Advertising Shelter contract, under the existing terms and conditions, from December 31, 2001 to December 31, 2003. Infinity Outdoor looks forward to working with the City on the exciting prospect of developing new advertising-bearing street furniture.

We appreciate the extension, and the opportunity to continue our mutually beneficial partnership.

Thank you.

Sincerely,

Steve Carlucci
Market Manager

cc: Francois Dubohie, Assistant City Solicitor, Law Department
Debora Russo, Deputy Managing Director
Chris Zearfoss, Acting Deputy Mayor for Transportation
John Clements, Infinity Outdoor
Steve Chatham, Infinity Outdoor

12285 McNulty Road, Suite 105 · Philadelphia, Pennsylvania 19154 · (215) 671-8411 Fax (215) 671-8438
www.INFOutdoor.com

United States Canada Mexico Sports Marketing

NO. 827 P. 2/2

OCT. 26. 2000 4:19PM INFINITY OUTDOORS

TRANSIT SHELTER MANAGEMENT PROGRAM PRE-BID MEETING

NAME	ORGANIZATION	CONTACT INFO
Anabel Shafia	City Cleaning Company	citycleaningco@aol.com
Jon Roche	Titan	jon.roche@titan360
George Kauker	Clear Channel	georgekauker@clearchannel.com
Armando Mayoral	Titan	armando.mayoral@titan360.com
William Mellix	Synterra	bmellix@synterrald.com
Asheta Goins-Holbrook	Martin Bean Renovation	215-476-5006
Frank Cuthebertson	CKG Architects	fcuthbertson@ckgarchitects.net
Richard Rand	Team Clean	rrand1@sprint.blackberry.net
Sean Garcia	Team Clean	sgarcia@Team-clean.com
William Nelson	Team Clean	wnelson@Team-clean.com
Chris De Paul	De Paul and Company	cdepaul@depaulandco.com
Herman Wood	US Facilities	herman.wood@usfacilities.com
Marty Litwer	Interstate Outdoors	mlitwer@interstateoutdoors.com
Anthony Pipitone	Center City District	tonyp@centercityphila.org
Steve Carlucci	CBSOutdoor	steve.carlucci@cbsoutdoor.com
Charlie Fertonardo	CBSOutdoor	charlie.fertonardo@cbsoutdoor.com
Alan Sentman	US Facilities	alan.sentman@usfacilities.com
Elizabeth Fest	Qwic.Inc	elizabethfest@qwicinc.com
Rudolph Palmer	Optimal Power Wash	optimalpw@yahoo.com
Jeff Randazzo	Titan	jeff.randazzo@titan360.com
Stacey Kodak	JCDecaux	stacey.ferriskodak@jcdecauxna.com
Bernard Parisot	JCDecaux	bernard.parisot@jcdecauxna.com
Joe Palgino	Red Market Promotions	609-226-9011
Tom Rende	Interstate Outdoors	trende@interstateoutdoor.com
David Hyman	Klein Bard	dhyman@kleinbard.com
Frank Wilds	Metropolitan Services and	bfwilds@yahoo.com
Alan Kessler	Duane Morris	akessler@duanemorris.com
Peter Brown	Alexander Perry	pbrown@alexanderperryinc.com
Jan Rubin	Jan Rubin Inc	janrubin@jragroup.org
K Farrelly	Center City District	kfarrelly@centercityphila.org
Lindsay Tucker	The ROZ Group	ltucker@therozgroup.com
Bianca Hart	Hart Enterprises Associat	bshart@gmail.com
John Miller	FLM	jmitchell@filmgraphics.com
Jim Kaufmann	Torrado Construction Co	jkaufmann@torradoconstruction.com
Luis Torrado	Torrado Construction Co	ltorrado@torradoconstruction.com

**ADDENDUM NO. 2
ACKNOWLEDGEMENT OF RECEIPT
(INSERT DATE)**

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

**CONCESSION RFP FOR THE TRANSIT SHELTER MANAGEMENT PROGRAM
RFP #C-102-11**

The attached **Addendum Acknowledgement** contains a clear listing of contents of the addendum for total number of pages. I have carefully read the addendum and verified the presence of all attached documents and number of pages in each document. I certify that I have received all pages listed in Addendum Number 2, Concession RFP for the Transit Shelter Management Program.

Please sign, date and return this addendum acknowledgement with your proposal, as it now becomes part of your proposal.

Name of Company

Address

Telephone/Fax

Signature/Title

**City of Philadelphia
Procurement Department**

**Addendum No. 3
Concession RFP # C-102-11
RFP Submittal Date: Nov 10, 2010**

Dated: Oct 20, 2010

NOTICE

It is the sole responsibility of the respondent to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any proposal for which all addenda have not been executed and returned.

PROPOSAL FOR

Concession RFP for the Transit Shelter Management Program

RFP # C-102-11

IS AMENDED AS FOLLOWS

To All Potential Respondents:

- 1) The RFP submission due date has been postponed from November 5, 2010 at 10:30 AM to November 10, 2010 at 10:30 AM.**
- 2) The Question and Answer period has been extended until Close of Business Friday, October, 22, 2010.**
- 3) Below are the answers to the written questions submitted at the Mandatory Pre-Proposal Meeting of October 13, 2010, as well as those submitted prior to Close of Business, Tuesday October 19, 2010.**

Answers to Questions as Follows:

QUESTION 1 – SECTION 1, PARAGRAPH 1.2 STATES THAT “ADVERTISEMENTS THAT PROMOTE TOBACCO, ALCOHOL AND VIOLENCE ARE PROHIBITED.”... PLEASE DEFINE THE TERM "PROMOTE VIOLENCE.”

The City of Philadelphia reserves its right to reject advertising that it believes is inappropriate. In the last decade the City has rejected advertisements that have included images of weapons. The City will respond quickly, typically in less than 24 hours to requests for review. In many cases the advertisers have successfully submitted alternative advertisements for the same product or event.

QUESTION 2 – SECTION 1, PARAGRAPH 1.2 STATES THAT VENDORS MUST “MAINTAIN STRUCTURES TO THE HIGHEST STANDARDS.” PLEASE CLARIFY THE CITY’S DEFINITION OF THESE STANDARDS

The City's definitions of "highest standards" are outlined in Section 2.4 of the RFP, titled Maintenance. Section 2.4 states in the second sentence that the City considers the "highest standards" of maintenance to be grounded in the prompt, active and effective operation of maintenance activities. The City recognizes that its stock of shelters ranges in age and does not believe that maintaining shelters in an "as new" condition is necessary or cost effective. In an effort to provide further guidance, the City suggests the following that vendors should consider shelters maintained to the "highest standards" as having no visible vandalism and clean interiors.

QUESTION 3 – THE RFP STATES THAT "CONCESSIONAIRE SHALL CONNECT TO THE EXISTING PHILADELPHIA ELECTRIC COMPANY (PECO) UNDERGROUND SECONDARY DISTRIBUTION FACILITIES IN THE VICINITY OF THE SHELTER." WHAT ARE "SECONDARY DISTRIBUTION FACILITIES?"

The cables are part of the secondary service between the transformer and the electric meter.

QUESTION 4 – WILL A CONTACT FROM PECO BE AVAILABLE TO VENDORS PRIOR TO THE BID PACKAGE BEING DELIVERED TO THE CITY? ALSO, WILL THERE BE A CITY LIAISON WITH PECO THAT WE WILL HAVE ACCESS TO?

Regarding a PECO contact vendors should contact:

PECO, New Business
830 S. Schuylkill Avenue
Philadelphia, PA 19146.
215-731-2340
7am-4pm M-F

The City is committed to provide the awarded vendor with a single point of contact that will coordinate City agencies service to the awarded vendor.

QUESTION 5 – CBS OUTDOOR IS AWARE OF 30 SHELTER LOCATIONS CURRENTLY WITHOUT POWER. THIS PROBLEM STEMS FROM A CITY DEPARTMENT CUTTING POWER TO THESE UNITS AND REMOVING WIRE HOOK UPS. IN ORDER TO REPLACE THESE SERVICES, THE COST WOULD BE APPROXIMATELY \$10,000 PER UNIT. WILL THE CITY PROVIDE FOR THE REIMBURSEMENT OF THESE COSTS?

The City disconnected illegal and unsafe connections discovered by our crews. The City reminds vendors that legal and safe connections to these secondary distribution facilities are expected of any vendors operations. A list of locations without power will follow on the next page. The City will work with the selected vendor to determine a course of action for these shelters. The City will not reimburse the vendor for the cost of connection. It is the City's understanding that the costs to replace these connections legally range anywhere from \$1,100 - \$9,618, depending upon the site of the shelter and the necessary permitting.

LIST OF UNILLUMINATED SHELTERS

NOTE: SWC signifies South West Corner, NEC signifies the North East Corner, etc

Address	Direction
MARKET ST & 20TH ST SWC	W
OREGON AV & BROAD ST NEC	E
OREGON AV & BROAD ST SEC	N
ALLEGHENY AV & FRANKFORD AV SEC	E
CB MOORE AV & BROAD ST SWC	E
GIRARD AV & 12TH ST SEC	N
TASKER ST & BROAD ST NEC	E
BUSTLETON AV & COTTMAN AV SEC	E
UNIVERSITY AV & WOODLAND AV SEC	W
RIDGE AV & WALNUT LN NWC	S
GIRARD AV & 17TH ST NEC	S
OLNEY AV & 19TH ST SEC	E
YORK ST & 26TH ST NEC	N
OGONTZ AV & 76TH AV SEC	W
RIDGE AV & CUMBERLAND RD NWC	W
RIDGE AV & GREEN LN NWC	E
RIDGE AV & HERMITAGE ST NEC	W
RIDGE AV & DOMINO LN SWC	E
GERMANTOWN AV @ NORTHWESTERN	W
BROAD ST & MONTGOMERY AV SWC	W
BROAD ST & ARCH ST NWC	W
BROAD ST & BERKS ST NWC	E
CIVIC CENTER BLVD & 34TH ST SWC	S
BROAD ST & CURTIN ST NEC	N
34TH ST & SPRUCE ST NWC	E
SPRING GARDEN ST & 7TH ST SWC	E
ARCH ST & 11TH ST NEC	N
GERMANTOWN AV & CHELTEN AV SEC	N
CONSHOHOCKEN AV & E COUNTRY CLUB RD	N
22ND ST & SOUTH ST SEC	E
BARTRAM AV & TINICUM AV SWC	E
BROAD ST & CB MOORE AV SEC	E
BROAD ST & SOMERVILLE AV NWC	S
GERMANTOWN AV & HAINES ST NWC	E
GERMANTOWN AV & ASHMEAD PL NWC	E
STENTON AV & MT PLEASANT AV SWC	N
SPRING GARDEN ST & 8TH ST NEC	E
19TH ST & JFK BLVD NWC	E

QUESTION 6 – SECTION 3.2, PARAGRAPH 3.2.1.1 STATES “THE RESPONDENT’S BUSINESS INTEGRITY AND FINANCIAL SOUNDNESS, INCLUDING ADEQUATE ACCESS TO CAPITAL.” HOW WILL THE CITY EVALUATE THE FINANCIAL SOUNDNESS AND ACCESS TO CAPITAL OF A RESPONDENT? IS THERE AN EXPLANATION OF THE RANKING OF EACH OF THE EVALUATION CRITERIA LISTED IN THE RFP?

The City will base its decision regarding the vendor’s “financial soundness” based off the information included in the financial information and financial statements. The City will base decisions on all ranking criteria off of the available data and the professional opinion of City staff. The City has included this and other ranking factors to ensure that any company it picks can both deliver on its promises and will be in business for optional contract renewals.

QUESTION 7 – WILL THERE BE A BID BOND REQUIRED

The City will not require a bid bond for the purposes of this RFP.

QUESTION 8 – IN LIEU OF A PERFORMANCE BOND, WILL THE CITY ACCEPT AN IRREVOCABLE LETTER OF CREDIT IN AN EQUAL AMOUNT?

The City will accept an irrevocable letter of credit in equal amount.

QUESTION 9 - IN THE EXHIBIT D OF THE RFP WILL THE CITY EXPLAIN THE ORIGIN OF THE VALUES THAT HAVE BEEN INSERTED?

The values in Exhibit D exist purely to illustrate a forthcoming spread sheet. Once posted, all vendors will be required to populate the green cells with the called for information based upon their own estimates. This excel file will be required to be emailed to ariel.ben-amos@phila.gov prior to November 5th at 10:30 AM.

QUESTION 10 - WITHIN SECTION “1.3 BACKGROUND” THE RFP STATES THE FOLLOWING: “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.” WITH RESPECT TO THIS STATEMENT, THE CENTER CITY DISTRICT CURRENTLY MANAGES 7 ADVERTISING PANELS IT INSTALLED ON MARKET STREET EAST HEADHOUSES IN 1999. IS THE STATEMENT ABOVE MEANT TO REFERENCE THESE EXISTING PANELS, OR IS IT CONTEMPLATED THAT ADDITIONAL PANELS WILL BE INSTALLED; THEREFORE RESULTING IN ADDITIONAL ADVERTISING PANELS ON THE HEADHOUSES?

The statement refers to the existing panels. If vendors would like to install more panels on these locations, the City will entertain the possibility.

QUESTION 11 - WITH RESPECT TO THIS SAME STATEMENT, PLEASE CLARIFY WHETHER THE RESPONDENT WILL BE RESPONSIBLE FOR MAINTENANCE OF ONLY THE ADVERTISING PANELS, OR THE ENTIRE HEADHOUSE STRUCTURE?

The vendor will only maintain ad panels.

IF THE RFP ANTICIPATES THAT THE SELECTED OUTDOOR ADVERTISING FIRM SHALL MAINTAIN THE AD PANELS ONLY; WHO DOES THE CITY CONTEMPLATE WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE HEADHOUSES ONCE A NEW CONTRACT IS IN PLACE?

The City will be responsible, though a separate contract or its own forces for the maintenance of headhouse structures.

QUESTION 12 - THERE ARE CURRENTLY 21 TRANSIT SHELTERS ON MARKET EAST THAT CONTAIN BOTH ARTS AND CULTURAL PANELS AND COMMERCIAL ADVERTISING PANELS. THE CENTER CITY DISTRICT MANAGES THE ARTS AND CULTURAL PANELS AND CONTRACTS WITH THE CURRENT OUTDOOR ADVERTISING PROVIDER TO MANAGE THE COMMERCIAL ADVERTISING PANELS. THE NET REVENUE FROM THE COMMERCIAL ADVERTISING PANELS, IS RECEIVED BY THE CENTER CITY DISTRICT AND IS DEVOTED TO THE MAINTENANCE OF THE SHELTERS AND OTHER ON STREET AMMENITIES IS IT THE INTENTION OF THE CITY TO LEAVE THESE COMMERCIAL PANELS UNDER THE MANAGEMENT OF THE CENTER CITY DISTRICT OR TO INCLUDE THESE IN THE SHELTERS CONTRACTED TO THE NEWLY SELECTED OUTDOOR ADVERTISING FIRM?

The City's is evaluating the current arrangement with the Center City District. While the City does not expect any new agreements to be completed by Nov. 5th, the City anticipates one of two outcomes: A continuation of the current arrangement with Center City District or the full inclusion of these shelters into the stock of shelters maintained by the selected vendor.

The City would like to provide potential vendors with more information regarding this arrangement and the financial implications there-of. Vendors will have noticed in the file posted under Addendum #2 titled "Philadelphia Shelter Revenues 2005_2010." A column titled "Market East Adjustment" reflects the revenues set aside from the 21 transit shelters that are devoted to maintaining the corridor. However it should be noted that the current vendor recoups 44% of those funds through an arrangement with the Center City District for managing the advertisements and posting.

QUESTION 13 – WITHIN SECTION 1.3 BACKGROUND, THE RFP STATES THAT POSTERS FOR ART IN TRANSIT SHELTERS WILL BE CHANGED “NO MORE FREQUENTLY THAN EVERY 4 WEEKS.” HOWEVER, IN SOME CASES, ARTS AND CULTURAL GROUPS CANNOT AFFORD A 4 WEEK RUN AND THEY REQUEST AND HAVE RECEIVED CONTRACTS OF SHORTER DURATION; THEREFORE, THE CENTER CITY DISTRICT HAS MORE FREQUENT CHANGE OUTS. SINCE THE CURRENT OUTDOOR ADVERTISING FIRM IS COMPENSATED \$40 PER INSTALLATION FOR THEIR COSTS IN POSTING AND REMOVING ART IN TRANSIT POSTERS, IS THERE ANY REASON WHY THE PHRASE “NO MORE FREQUENTLY THAN EVERY 4 WEEKS” CANNOT BE REMOVED FROM THE RFP?

The City will work with the selected vendor and the Arts in Transit program to accommodate Art in Transit program advertising needs.

QUESTION 14 – THE RFP SAYS THAT THERE ARE 47 SHELTERS ON WHICH THE CENTER CITY DISTRICT MANAGES THE ART IN TRANSIT PROGRAM. HOWEVER, ONE OF THESE SHELTERS, AT BROAD AND WALNUT STREET WAS REMOVED BY THE CITY OF PHILADELPHIA. WE BELIEVE THAT THE CURRENT NUMBER IS 46. WILL THIS SHELTER BE ONE OF THE TWO ANNUAL REPLACEMENTS OUTLINED IN SECTION 1.4.3?

It may be.

QUESTION 15 – ON 72 TRANSIT SHELTERS IN CENTER CITY, THE CENTER CITY DISTRICT HAS INSTALLED AND MAINTAINS BOTH ROUTE MAPS FOR SEPTA BUSES AND SITE SPECIFIC HISTORIC INFORMATION PANELS. WHILE THE CCD IS PREPARED TO CONTINUE TO ASSUME RESPONSIBILITY FOR MAINTAINING THESE CONVENIENCES FOR CUSTOMERS AND INFORMATION FOR TOURISTS, CAN THE CITY PLEASE CLARIFY IF IT IS REQUIRING THE SELECTED OUTDOOR ADVERTISING FIRM TO COORDINATE WITH THE CCD TO PRESERVE THIS INFORMATION AND GRAPHIC SYSTEM, PARTICULARLY WHEN THEY ARE REPAIRING OR REPLACING ANY SHELTER?

The City intends for the vendor to coordinate with the Center City District should it need to when repairing or replacing these aforementioned shelters.

QUESTION 16 – WILL THE CITY PROVIDE A COPY OF THE EXISTING AGREEMENT THAT HAS COVERED THE STREET FURNITURE OVER THE PAST NUMBER OF YEARS?

This has been provided in Addendum #2.

QUESTION 17 – WILL THE CITY PROVIDE A COPY HISTORICAL BILLINGS AND PAYMENTS AS WELL?

This has been provided in Addendum #2.

QUESTION 18 – THE RFP STATES A M/W/DSBE GOAL IS SET AT 50-55% OF EXPENSES. WE PRESUME THIS IS EXPRESSED AS A PERCENTAGE OF LOCAL CONTROLLABLE EXPENSES? FURTHER, AND JUST FOR CLARIFICATION, OUR PLAN WOULD BE TO MAINTAIN THE SHELTERS WITH OUR OWN EMPLOYEES. IS IT ACCEPTABLE FOR A COMPANY TO DO THIS RATHER THAN SUBCONTRACT THIS LABOR? OUR EXPERIENCE HAS BEEN THIS IS A PREFERABLE WAY TO MAINTAIN CONTROL OF THE OVERALL APPEARANCES OF THE MEDIA AND THE SHELTERS. THE MAJORITY OF OUR AGREEMENTS CALL FOR M/W/DSBE PERCENTAGES OF 15% TO 30%. WILL THE CITY REDUCE ITS GOAL TO A MORE TRADITIONAL LEVEL? WE WOULD STILL HOPE TO ATTAIN 50% OR MORE OF LOCAL CONTROLLABLE EXPENSES.

The M/W/DSBE Goal, set at 50-55% of expenses is a percentage of local controllable expenses. Companies may maintain the shelters with their own contractors so long as they can also ensure that

50-55% of locally controlled expenses are spent with a City approved M/W/DSBE firm. The City may accept 30% of locally controlled expenses not being spent on M/W/DSBE companies if and only if, it can be demonstrably proved that it is impossible to meet the 50 – 55% goal.

QUESTION 18 – YOU HAVE ASKED FOR A MINIMUM ANNUAL GUARANTEE PLUS A REVENUE SHARE. DO YOU MEAN A MINIMUM ANNUAL GUARANTEE VERSUS A REVENUE SHARE, WHICHEVER IS GREATER?

Vendors should submit two compensation proposals. One is a Minimum Annual Guarantee PLUS a revenue share and the other only a revenue share.

QUESTION 19 - WILL THE CITY ACCEPT A REVENUE SHARE ONLY PROPOSAL? THAT'S WHAT YOU SEEM TO BE REQUIRING IN THE FINANCIAL PROPOSAL SECTION BY ASKING FOR AN OPTION B PROPOSAL?

Yes.

QUESTION 20 - SECTION 2.1 INDICATES POSTING IS ALLOWED ONLY ONCE EVERY 4 WEEKS. IT IS UNDERSTOOD THAT THIS MEANS PER ADVERTISING FACE AND THE POSTING WILL HAPPEN ON DIFFERENT DAYS OF EACH 4 WEEK PERIOD, AS COPY COMES DUE FOR REPOSTING.

The awarded vendor will be free to post advertising at the frequency of their choice.

QUESTION 21 - WILL THE CITY CONSIDER ELIMINATING TERMINATION FOR CONVENIENCE PROVISION WITH THIS BEING A ONE YEAR CONTRACT WITH OPTIONS?

No.

QUESTION 22 - ON PAGE 5 THERE IS AN OPPORTUNITY IDENTIFIED TO ADVERTISE ON HEADHOUSES IN CENTER CITY. IS IT POSSIBLE TO WRAP THE HEADHOUSES AND EXPAND TO OTHER NEIGHBORHOODS AS WELL? THIS WILL GENERATE INCREMENTAL REVENUE FOR THE CITY.

Yes. The City will entertain the option of wrapping headhouses in Center City.

QUESTION 23 - WHAT IS THE PURPOSE OF THE FINANCIAL MODEL THAT YOU INCLUDED? THE CITY SHOULD ONLY EVALUATE BASED ON THE REVENUE IT RECEIVES. THIS IS CUSTOMARY IN ALL OF THE ADVERTISING REVENUE BIDS THAT WE HAVE COMPETED FOR.

The City will not be evaluating proposals based upon the financial model. The financial model which will be shortly posted as a Microsoft Excel file, is used to help the City better understand the vendors' assumptions and proposal. The final evaluation criteria are listed in section 3.2

QUESTION 24 – WHAT COST NUMBERS/ASSUMPTIONS DID YOU BASE THIS FINANCIAL MODEL ON?

The model is populated with numbers created simply for illustration. Vendors are required to fill out Exhibit D to reflect their own projections.

QUESTION 25 – WHY IS THE CITY ASKING FOR ANNUAL GUARANTEE PAID IN ADVANCE? CUSTOMARY TERMS ARE MONTHLY GUARANTEE PAID 20 DAYS IN ARREARS OF MONTH (I.E., JANUARY 2011 PAYMENT DUE FEBRUARY 20, 2011). THIS MATCHES PAYABLES MORE CLOSELY TO ADVERTISER RECEIVABLES. ANNUAL PREPAYMENT WILL LIMIT COMPETITION WHICH IS DETRIMENTAL TO THE CITY.

The City will accept monthly payments of the minimum annual guarantee.

QUESTION 26 – WILL THE CITY PROVIDE 6 MONTHS FORWARD BOOKINGS DETAIL?

Yes. The City will post this information upon receiving it from the current vendor.

QUESTION 27 - WHY IS INCUMBENT GETTING 20% COMMISSION FOR FORWARD BOOKINGS? ONCE A NEW CONTRACT IS AWARDED, ADVERTISERS CANCEL PREVIOUS CONTRACTS AND RECONTRACT WITH THE NEW VENDOR. THIS CLAUSE CAUSES A POTENTIAL WINDFALL FOR THE INCUMBENT AND IS NOT STANDARD BUSINESS PRACTICE ANY LONGER. WILL THE CITY REMOVE THIS CLAUSE?

The City is not prepared to break a previous contract.

QUESTION 28 – WILL THE CITY ACCEPT REVENUE SHARING ONLY AGREEMENTS?

Yes.

QUESTION 29 – DOES THE CITY EXPECT TO REQUEST A TOTAL OF 8 REPLACEMENT SHELTERS?

The City expects to have two shelters replaced per contract year. If the contract is renewed for a total period of four years, the City expects to have eight shelters replaced.

QUESTION 30 – WILL THE CITY REQUIRE PREVAILING WAGES TO BE PAID FOR WORK DONE UNDER THIS CONTRACT?

No.

QUESTION 31 – WILL THE CITY ACCEPT FED – EX EARLY DELIVERY

Yes.

QUESTION 32 – WILL THE CITY CONSIDER CHANGING THE LOCATION OF WHICH SHELTERS ARE UNDER THE ART IN TRANSIT PROGRAM.

No

QUESTION 32 – WHILE THE CCD HAS NO FORMAL AGREEMENT WITH CBS OUTDOOR REGARDING THE BUS MAPS AND HISTORIC INFORMATION PANELS THAT WE HAVE INSTALLED OR ARE SCHEDULED TO INSTALL ON 97 TRANSIT SHELTERS DOWNTOWN, WE HAVE AN INFORMAL ARRANGEMENT THAT WHENEVER THEY REMOVE ANY GLASS THAT CONTAINS THESE MAPS AND PANELS, THEY RETURN THEM TO THE CCD'S OFFICE, REGARDLESS IF THEY ARE DAMAGED OR REUSABLE. WILL THE CITY OF PHILADELPHIA ASK ANY FUTURE SELECTED OUTDOOR FURNITURE CONTRACTOR TO CONTINUE THIS PRACTICE?

Yes.

The City will provide the following files and documents in subsequent amendments

- Exhibit D will be provided as an Excel File
- 6 Month forward booking.
- A copy of the previous contract.
- A history of billing and payments
- A copy of the attendance list for the meeting

**ADDENDUM NO. 3
ACKNOWLEDGEMENT OF RECEIPT
(OCTOBER 20, 2010)
CITY OF PHILADELPHIA**

PROCUREMENT DEPARTMENT

**CONCESSION RFP FOR THE TRANSIT SHELTER MANAGEMENT PROGRAM
RFP #C-102-11**

The attached **Addendum Acknowledgement** contains a clear listing of contents of the addendum for total number of pages. I have carefully read the addendum and verified the presence of all attached documents and number of pages in each document. I certify that I have received all pages listed in Addendum Number 3, Concession RFP for the Transit Shelter Management Program.

Please sign, date and return this addendum acknowledgement with your proposal, as it now becomes part of your proposal.

Name of Company

Address

Telephone/Fax

Signature/Title

**City of Philadelphia
Procurement Department**

**Addendum No. 4
Concession RFP # C-102-11
RFP Submittal Date: Nov 10, 2010**

Dated: Oct 21, 2010

NOTICE

It is the sole responsibility of the respondent to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any proposal for which all addenda have not been executed and returned.

PROPOSAL FOR

Concession RFP for the Transit Shelter Management Program

RFP # C-102-11

IS AMENDED AS FOLLOWS

To All Potential Respondents:

Add the attached documents to your RFP, as it now becomes a part of your proposal.

ADDENDUM #4 | Attachment A

INVOICE								
YEAR	TOTAL SHELTER REVENUE	# SHELTERS	AVG REVENUE / SHELTER	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE		
AVERAGE - MONTHLY	\$ 248,536.48	265	\$ 935.38	\$ 25,706.04	\$ 222,830.44	\$ 43,314.73		
AVERAGE - 5 YEAR	\$ 3,081,852.33		\$ 11,598.73	\$ 318,754.90	\$ 2,763,097.43	\$ 537,102.60		
TOTAL	\$ 15,409,261.67		\$ 57,993.66	\$ 1,593,774.52	\$ 13,815,487.15	\$ 2,685,512.98		

Market East Adjustment - there are currently 21 transit shelters on market east that contain both arts and cultural panels and commercial advertising panels. The center city district manages the arts and cultural panels and contracts with the current outdoor advertising provider to manage the commercial advertising panels. The net revenue from the commercial advertising panels is received by the center city district and is devoted to the maintenance of the shelters and other on street amenities. This is known as the Market East Adjustment.

Jun-05	\$ 316,252.11	271	\$ 1,166.98	\$ 17,896.00	\$ 298,356.11	\$ 52,352.53		
Jul-05	\$ 283,507.61	267	\$ 1,061.83	\$ 31,265.00	\$ 252,242.61	\$ 45,077.90		
Aug-05	\$ 431,044.61	268	\$ 1,608.38	\$ 30,682.92	\$ 400,361.69	\$ 71,325.48		
Sep-05	\$ 361,955.00	266	\$ 1,360.73	\$ 29,897.00	\$ 332,058.00	\$ 60,313.13		
Oct-05	\$ 336,073.67	266	\$ 1,263.43	\$ 37,588.00	\$ 298,485.67	\$ 54,357.80		
Nov-05	\$ 294,948.17	264	\$ 1,117.23	\$ 19,306.00	\$ 275,642.17	\$ 48,806.34		
Dec-05	\$ 330,451.87	264	\$ 1,251.71	\$ 16,517.64	\$ 313,934.23	\$ 54,701.54		
Jan-06	\$ 184,334.73	266	\$ 692.99	\$ 19,317.28	\$ 165,017.45	\$ 29,542.78		
Feb-06	\$ 248,871.47	266	\$ 935.61	\$ 19,317.28	\$ 229,554.19	\$ 43,946.96		
Mar-06	\$ 99,348.71	265	\$ 374.90	\$ 23,664.00	\$ 75,684.71	\$ 22,562.10		
Apr-06	\$ 167,987.31	270	\$ 622.18	\$ 24,143.00	\$ 143,844.31	\$ 27,149.91		
May-06	\$ 279,164.69	272	\$ 1,026.34	\$ 23,430.00	\$ 255,734.69	\$ 47,136.23		
Jun-06	\$ 368,388.11	272	\$ 1,354.37	\$ 33,698.96	\$ 334,689.15	\$ 63,764.93		
Jul-06	\$ 361,503.94	272	\$ 1,329.06	\$ 42,230.20	\$ 319,273.74	\$ 62,772.97		
Aug-06	\$ 335,506.56	272	\$ 1,233.48	\$ 30,944.25	\$ 304,562.31	\$ 56,635.65		
Sep-06	\$ 329,179.45	272	\$ 1,210.22	\$ 33,341.70	\$ 295,837.75	\$ 58,074.63		
Oct-06	\$ 353,900.26	271	\$ 1,305.91	\$ 30,905.58	\$ 322,994.68	\$ 62,391.51		
Nov-06	\$ 194,671.63	271	\$ 718.35	\$ 18,036.20	\$ 176,635.43	\$ 33,459.84		
Dec-06	\$ 194,172.46	272	\$ 713.87	\$ 26,613.83	\$ 167,558.63	\$ 30,529.70		
Jan-07	\$ 262,900.82	271	\$ 970.11	\$ 24,914.77	\$ 237,986.05	\$ 44,119.14		
Feb-07	\$ 255,622.08	271	\$ 943.25	\$ 11,175.42	\$ 244,446.66	\$ 44,553.09		
Mar-07	\$ 298,938.45	271	\$ 1,103.09	\$ 24,788.32	\$ 274,150.13	\$ 50,376.55		
Apr-07	\$ 185,819.05	271	\$ 685.68	\$ 23,390.16	\$ 162,428.89	\$ 32,303.39		

INVOICE

YEAR	TOTAL SHELTER REVENUE	# SHELTERS	AVG REVENUE / SHELTER	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE
May-07	\$ 384,311.15	271	\$ 1,418.12	\$ 25,074.03	\$ 359,237.12	\$ 66,974.66
Jun-07	\$ 280,357.89	271	\$ 1,034.53	\$ 23,814.80	\$ 256,543.09	\$ 47,194.17
Jul-07	\$ 310,167.46	271	\$ 1,144.53	\$ 21,214.01	\$ 288,953.45	\$ 56,076.47
Aug-07	\$ 292,242.25	271	\$ 1,078.38	\$ 23,702.84	\$ 268,539.41	\$ 52,279.05
Sep-07	\$ 195,136.24	270	\$ 722.73	\$ 24,271.40	\$ 170,864.84	\$ 32,857.77
Oct-07	\$ 397,671.69	270	\$ 1,472.86	\$ 52,422.89	\$ 345,248.80	\$ 69,180.50
Nov-07	\$ 210,711.92	267	\$ 789.18	\$ 25,233.60	\$ 185,478.32	\$ 37,047.38
Dec-07	\$ 135,601.56	267	\$ 507.87	\$ 13,509.66	\$ 122,091.90	\$ 23,908.36
Jan-08	\$ 253,099.92	267	\$ 947.94	\$ 26,481.36	\$ 226,618.56	\$ 42,361.05
Feb-08	\$ 351,419.49	266	\$ 1,321.13	\$ 31,646.09	\$ 319,773.40	\$ 60,044.18
Mar-08	\$ 141,764.23	267	\$ 530.95	\$ 31,050.97	\$ 110,713.26	\$ 24,299.67
Apr-08	\$ 135,488.58	263	\$ 515.17	\$ 15,795.20	\$ 119,693.38	\$ 23,935.63
May-08	\$ 233,987.17	264	\$ 886.32	\$ 16,821.30	\$ 217,165.87	\$ 43,185.83
Jun-08	\$ 255,912.39	264	\$ 969.37	\$ 28,613.15	\$ 227,299.24	\$ 45,233.86
Jul-08	\$ 111,368.69	263	\$ 423.46	\$ 7,666.82	\$ 103,701.87	\$ 23,935.63
Aug-08	\$ 379,215.35	262	\$ 1,447.39	\$ 39,496.53	\$ 339,718.82	\$ 65,505.68
Sep-08	\$ 219,435.80	262	\$ 837.54	\$ 31,674.31	\$ 187,761.49	\$ 36,280.66
Oct-08	\$ 232,514.98	262	\$ 887.46	\$ 27,453.16	\$ 205,061.82	\$ 39,327.23
Nov-08	\$ 170,017.57	262	\$ 648.92	\$ 13,455.49	\$ 156,562.08	\$ 30,402.06
Dec-08	\$ 89,800.16	262	\$ 342.75	\$ 3,059.50	\$ 86,740.66	\$ 23,844.62
Jan-09	\$ 167,670.80	262	\$ 639.96	\$ 26,252.90	\$ 141,417.90	\$ 50,271.29
Feb-09	\$ 184,745.43	261	\$ 707.84	\$ 33,721.13	\$ 151,024.30	\$ 29,244.13
Mar-09	\$ 242,011.23	261	\$ 927.25	\$ 21,576.21	\$ 220,435.02	\$ 41,413.81
Apr-09	\$ 147,128.46	261	\$ 563.71	\$ 20,016.97	\$ 127,111.49	\$ 24,217.98
May-09	\$ 272,069.35	261	\$ 1,042.41	\$ 40,458.91	\$ 231,610.44	\$ 45,657.13
Jun-09	\$ 333,232.46	264	\$ 1,262.24	\$ 34,084.97	\$ 299,147.49	\$ 58,344.19
Jul-09	\$ 216,638.68	261	\$ 830.03	\$ 31,140.44	\$ 185,498.24	\$ 36,622.78
Aug-09	\$ 207,205.73	263	\$ 787.85	\$ 28,497.10	\$ 178,708.63	\$ 35,725.56
Sep-09	\$ 115,552.98	263	\$ 439.36	\$ 14,485.86	\$ 101,067.12	\$ 23,843.58
Oct-09	\$ 209,902.76	262	\$ 801.16	\$ 27,172.49	\$ 182,730.27	\$ 36,546.05
Nov-09	\$ 254,840.59	258	\$ 987.75	\$ 53,782.12	\$ 201,058.47	\$ 40,211.69
Dec-09	\$ 294,725.95	258	\$ 1,142.35	\$ 8,962.94	\$ 285,763.01	\$ 57,152.60
Jan-10	\$ 150,363.72	258	\$ 582.81	\$ 9,026.13	\$ 141,337.59	\$ 28,267.52
Feb-10	\$ 237,842.01	257	\$ 925.46	\$ 29,396.31	\$ 208,445.70	\$ 41,689.14

INVOICE

YEAR	TOTAL SHELTER REVENUE	# SHELTERS	AVG REVENUE / SHELTER	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE
Mar-10	\$ 173,828.03	256	\$ 679.02	\$ 37,867.41	\$ 135,960.62	\$ 27,192.12
Apr-10	\$ 168,756.52	256	\$ 659.21	\$ 16,196.33	\$ 152,560.19	\$ 30,512.04
May-10	\$ 190,104.58	256	\$ 742.60	\$ 28,470.19	\$ 161,634.39	\$ 32,326.88
Jun-10	\$ 284,977.11	256	\$ 1,113.19	\$ 34,274.85	\$ 250,702.26	\$ 50,140.45
Jul-10	\$ 302,898.03	256	\$ 1,183.20	\$ 22,870.64	\$ 280,027.39	\$ 56,005.48
Aug-10	\$ 221,261.08	256	\$ 864.30	\$ 40,313.15	\$ 180,947.93	\$ 36,189.59

**ADDENDUM NO. 4
ACKNOWLEDGEMENT OF RECEIPT
OCTOBER 21, 2010**

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

**CONCESSION RFP FOR THE TRANSIT SHELTER MANAGEMENT PROGRAM
RFP #C-102-11**

The attached **Addendum Acknowledgement** contains a clear listing of contents of the addendum for total number of pages. I have carefully read the addendum and verified the presence of all attached documents and number of pages in each document. I certify that I have received all pages listed in Addendum Number 4, Concession RFP for the Transit Shelter Management Program.

Please sign, date and return this addendum acknowledgement with your proposal, as it now becomes part of your proposal.

Name of Company

Address

Telephone/Fax

Signature/Title

**City of Philadelphia
Procurement Department**

**Addendum No. 5
Concession RFP # C-102-11
RFP Submittal Date: Nov 10, 2010**

Dated:Nov5,2010

NOTICE

It is the sole responsibility of the bidder to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned.

PROPOSAL FOR

Concession RFP for the Transit Shelter Management Program

BID # C-102-11

IS AMENDED AS FOLLOWS

To All Potential Bidders:

The purpose of this addendum is to incorporate answers to the written questions submitted prior to Close of Business, Friday October 20th, 2010.

Answers to Questions as Follows:

QUESTION 1 – PLEASE DEFINE MORE EXPLICITLY THE CONCEPT OF "ADVERTISING PRIMARILY PROMOTING THE RESPONSIBLE CONSUMPTION OF ALCOHOL" AS REFERENCED IN SECTION 1, PARAGRAPH 1.2 STATES THAT "ADVERTISEMENTS THAT PROMOTE TOBACCO, ALCOHOL AND VIOLENCE ARE PROHIBITED."... PLEASE DEFINE THE TERM "PROMOTE VIOLENCE."

The City of Philadelphia offers the following guidelines for advertising promoting the responsible consumption of alcohol:

- No ad will be permitted to feature the actual or implied consumption of alcohol.
- No ad will be permitted that features alcohol containers.

In the last decade the City has rejected advertisements that include images of weapons feeling that they promote violence. We cannot recall an instance where an advertiser was not able to submit an acceptable alternative advertisement.

The City will respond quickly, typically in less than 24 hours to requests for review.

QUESTION 2 – PLEASE INDICATE WHETHER THERE ARE LIMITS ON POLITICAL ADVERTISING.

The City will not accept any political advertising.

QUESTION 3 – PLEASE PROVIDE THE TYPE, MODEL AND FABRICATOR INFORMATION FOR THE BUS SHELTERS

The shelters were manufactured by the Philadelphia Sign Company, they were the Advertising Shelter, Model B/B add box.

QUESTION 4 – PLEASE CLARIFY THE SEEMING CONTRADICTION BETWEEN: THE NUMBER OF SHELTERS MENTIONED IN THIS SECTION 1.3 (283) THE NUMBER OF SHELTERS MENTIONED ON PAGE 1 OF EXHIBIT A (291) THE NUMBER OF SHELTERS LISTED IN EXHIBIT C (308)

Several factors may have lead to the confusion in the lists. As maintenance continues on the shelters, some have been required to be removed and this was reflected in some language but not in others. It is also important to note that while vendors are responsible for maintaining and/or replacing 289 shelters, they both control and have the right to income generated on 243 shelters.

STREET	INTERSECTION	CORNER	DIRECTION	ART IN TRANSIT	CONDITION
10TH ST	MARKET		W	YES	
10TH ST	MARKET		W	YES	
10TH ST	WALNUT		W	YES	
11TH ST	MARKET		W	YES	
11TH ST	MARKET		W	YES	
11TH ST	WALNUT		W	YES	
11TH ST	LOCUST ST	SE	S		
11TH ST	LOMBARD ST	SE	S		
11TH ST	PATTISON AV		N		
12TH ST	MARKET	NE	S	YES	
12TH ST	WALNUT ST	NE	N		
13TH ST	MARKET		E	YES	
13TH ST	WALNUT		W	YES	
15TH ST	MARKET ST		N		
16TH ST	CHESTNUT ST	SE	E		
16TH ST	FITZWATER SEC	SE	S		
16TH ST	JFK BLVD	NE	S		
16TH ST	MOYAMENSING ST	NE	S		
16TH ST	SPRING GARDEN ST	SE	N		

17TH ST	MARKET ST	NW	N	
19TH ST	CHESTNUT ST	SW	W	Un-illuminated
19TH ST	JFK BLVD	SW	W	
19TH ST	JFK BLVD	NW	E	
19TH ST	VINE ST	NW	S	
20TH ST	CHESTNUT ST	SE	S	
20TH ST	COMMERCE ST	SE	N	
21ST ST	WINTER ST	SE	E	
22ND ST	CHESTNUT ST	SE	E	Un-illuminated
22ND ST	SOUTH ST	SE	S	
22ND ST	WINTER ST	SE	N	
33RD ST	DAUPHIN ST	NW	S	
33RD ST	DIAMOND ST	NW	E	
33RD ST	SPRUCE ST	SE	E	
33RD ST	WALNUT ST	SE	S	
34TH ST	SPRUCE ST	NW	E	Un-illuminated
4TH ST	ARCH ST	NW	N	
4TH ST	MARKET ST	NW	N	
54TH ST	CITY AV		N	
54TH ST	UPLAND WAY	NW	N	
58TH ST	GREENWAY AV	NW	N	
60TH ST	LANSLOWNE AV	NW	N	
63RD ST	COLUMBIA AVE	NW	N	
65TH ST	WOODLAND AV	SE	S	
66TH AV	16TH ST	SW	W	
6TH ST	MARKET ST		W	YES
7TH ST	WALNUT		W	YES
7TH ST	CHESTNUT ST	SE	N	
7TH ST	MARKET ST		E	YES
7TH ST	MARKET ST		W	YES
7TH ST	MARKET		W	
7TH ST	MARKET		E	
84TH ST	CRANE ST	W	E	
85th ST	LINDBERGH	SW	N	
8TH ST	WALNUT		W	YES
8TH ST	ARCH ST	NW	E	
8TH ST	MARKET ST	NW	W	
8TH ST	RACE ST	NW	N	
8TH ST	MARKET		W	YES
8TH ST	MARKET		W	YES
9TH ST	MARKET		W	YES
9TH ST	MARKET		W	YES
ACADMEY RD	AVALON ST	NW	S	
ACADMEY RD	GRANT AV	SW	E	
ACADMEY RD	RED LION RD	NW	S	

ALLEGHENY AV	ARAMINGO AV	NE	E		
ALLEGHENY AV	FRANKFORD AV	SE	E		Un-illuminated
ARAMINGO AV	ALLEGHENY AV	SE	S		
ARCH ST	11TH ST	NE	N		Un-illuminated
ARCH ST	19TH ST	NE	E		
ARCH ST	20TH ST	NE	W		
ARCH ST	4TH ST	NW	N		
ARCH ST	7TH ST	NE	E		
BALTIMORE AV	43RD ST	SE	E		
BALTIMORE AV	53RD ST	SW	N		
BALTIMORE AV	58TH ST	SW	S		
BARTRAM AV	84TH ST	SW	E		
BARTRAM AV	84TH ST	NW	W		
BARTRAM AV	TINICUM AV	NW	E		Un-illuminated
BARTRAM AV	TINICUM AV	SW	E		
BELMONT AV	CONSHOHOCKEN AV	NE	S		
BELMONT AV	MANTUA AV	NW	N		
BROAD ST	CURTIN ST	NE	N		Un-illuminated
BROAD ST	PINE		S	YES	
BROAD ST	SPRUCE		N	YES	
BROAD ST	SPRUCE		S	YES	
BROAD ST	LOCUST		S	YES	
BROAD ST	WALNUT		W	YES	
BROAD ST	WALNUT		W	YES	
BROAD ST	CHESTNUT		S	YES	
BROAD ST	66TH AV	NW	N		
BROAD ST	ARCH ST	NW	W		Un-illuminated
BROAD ST	BERKS ST	NW	E		Un-illuminated
BROAD ST	CALLOWHILL ST	NW	N		
BROAD ST	CALLOWHILL ST	NE	E		
BROAD ST	CB MOORE AV	NE	E		Un-illuminated
BROAD ST	CHRISTIAN ST	SE	E		
BROAD ST	CHRISTIAN ST	NW	S		
BROAD ST	CURTIN ST	NE	S		
BROAD ST	FEDERAL ST	NW	N		
BROAD ST	GRANGE AV	SE	E		
BROAD ST	JACKSON ST	SE	S		
BROAD ST	LOUDON ST	SE	W		
BROAD ST	MONTGOMERY AV	SW	W		Un-illuminated
BROAD ST	MONTGOMERY AV	NE	E		
BROAD ST	NORRIS ST	SE	N		
BROAD ST	PACKER AV	NE	S		
BROAD ST	PATTISON AV	SE	N		
BROAD ST	PINE ST	SE	S		
BROAD ST	ROCKLAND ST	SW	N		

BROAD ST	RUSCOMB ST	SE	S	
BROAD ST	S PENN SQ	SE	W	
BROAD ST	SOMERVILLE AV	NW	S	Un-illuminated
BROAD ST	TASKER ST	NW	E	
BROAD ST	TIOGA ST	SE	W	
BROAD ST	ZINKOFF SEC	SE	S	
BUSTLETON AV	BLEIGH AV	SE	W	
BUSTLETON AV	BOWLER ST	NW	E	
BUSTLETON AV	COTTMAN AV	SE	E	Un-illuminated
BUSTLETON AV	COTTMAN AV	SW	S	
BUSTLETON AV	GLENDALE AV	SW	N	
BUSTLETON AV	HELLERMAN ST	NW	S	
BUSTLETON AV	HENDRIX ST	NW	W	
BUSTLETON AV	LAWLER ST	NW	N	
BUSTLETON AV	LEVICK ST	NW	E	
BUSTLETON AV	MAGEE AV	NW	S	
BUSTLETON AV	RHAWN ST	NW	E	
BUSTLETON AV	RHAWN ST	SE	S	
BUSTLETON AV	SOLLY AV	SE	S	
BUSTLETON AV	TOMLINSON RD	NW	E	
BUSTLETON AV	TYSON AV	NW	N	
BUSTLETON AV	VERREE RD	NW	E	
CASTOR AV	GLENDALE AV	SW	N	
CASTOR AV	HOFFNAGLE ST	NW	S	
CASTOR AV	MAGEE AV	SE	S	
CB MOORE	13TH ST		E	
CB MOORE	BROAD ST	SW	E	Un-illuminated
CB MOORE	BROAD ST	NE	W	
CHAMPLOST AV	A ST	NE	E	
CHESTER AV	43RD ST	SW	W	
CHESTNUT	18TH		E	YES
CHESTNUT	19TH		E	YES
CHESTNUT	20TH		E	YES
CHESTNUT	21ST		E	YES
CHESTNUT	22ND		E	YES
CHESTNUT ST	30TH	SW	W	
CHESTNUT ST	32ND ST	W	E	
CHESTNUT ST	34TH ST	SW	E	
CHESTNUT ST	40TH ST	SW	W	
CITY AV	CONSHOHOCKEN AV	SE	E	
CITY AV	PRESIDENTIAL BLVD		W	
CIVIC CENTER BLVD	34TH ST	SW	S	Un-illuminated
COLUMBUS BLVD	DOCK ST	SE	S	
CONSHOHOCKEN AV	E COUNTRY CLUB RD	SE	S	Un-illuminated
CONSHOHOCKEN AV	W COUNTRY CLUB RD	NE	S	

COTTMAN AV	FRANKFORD AV	NE	S	
COTTMAN AV	HANFORD ST	NW	N	
COTTMAN AV	LORETTO AV	NW	E	
COTTMAN AV	RISING SUN AV	SE	W	
COTTMAN AV	ROOSEVELT BLVD	NW	E	
COTTMAN AV	RUPERT ST	NE	S	
ERIE AV	A ST	NE	E	
ERIE AV	A ST	SW	W	
ERIE AV	KENSINGTON AV	NW	E	
FORD RD	CRANSTON RD	NWC	E	
FRANKFORD AV	RHAWN ST	SE	N	
FRANKFORD AV	WELLINGTON AV	SW	N	
FRANKFORD AVE	KNORR ST	SE	S	
GERMANTOWN AV	ASHMEAD PL	NW	N	Un-illuminated
GERMANTOWN AV	CHELTEN AV	SE	N	Un-illuminated
GERMANTOWN AV	ERIE AV	NW	W	
GERMANTOWN AV	HAINES ST	NW	E	Un-illuminated
GERMANTOWN AV	SEDGWICK ST	SE	W	
GERMANTOWN AV	TIOGA ST	SE	W	
GERMANTOWN AV	NORTHWESTERN	NE	W	
GIRARD AV	11TH ST	NE	S	
GIRARD AV	17TH ST	NE	S	Un-illuminated
GIRARD AV	29TH ST	SE	W	
GIRARD AV	39TH ST	NE	W	
GIRARD AV	8TH ST	NE	W	
GIRARD AV	PALMER ST	NE	E	
GREENE ST	CHELTEN AV	NE	N	
HENRY AV	INDIAN QUEEN LN	SW	W	
HENRY AV	WALNUT LN	NE	E	
HUNTING PARK	L ST	SW	S	
HUNTING PARK	STOKLEY ST	NW	S	
HUNTING PARK	STOKLEY ST	SW	N	
JFK BLVD	15TH ST	NE	E	
JFK BLVD	15TH ST	NE	E	
JFK BLVD	17TH ST	NE	N	
JFK BLVD	18TH ST	NE	E	
JFK BLVD	19TH ST	NE	W	
JFK BLVD	20TH ST	NE	E	
LANCASTER AV	41ST ST	SW	W	
LANCASTER AV	47TH ST	SW	W	
LANSDOWNE AV	56TH ST	SW	W	
LEHIGH AV	17TH ST	NW	E	
LEHIGH AV	20TH ST	NE	W	
LEHIGH AV	22ND ST	NW	E	
LEHIGH AV	FRONT ST	NE	N	

LEHIGH AV	GERMANTOWN AV	NEC	E	
LEHIGH AV	LAWRENCE ST	SW	W	
LINDBERGH BLVD	68TH ST	SE	W	
LINDBERGH BLVD	70TH ST	NE	W	
LINDBERGH BLVD	72ND ST	SE	N	
LINDBERGH BLVD	73RD ST		E	
LINDBERGH BLVD	74TH AV	SE	S	
LINDBERGH BLVD	78TH ST	SW	E	
LINDBERGH BLVD	80TH ST	NW	S	
LOMBARD ST	12TH ST	NE	S	
LOMBARD ST	17TH ST	NE	E	
LOMBARD ST	8TH ST	NE	S	
MARKET	BETWEEN 8TH & 9TH		E	YES
MARKET	BETWEEN 8TH & 9TH		W	YES
MARKET	BETWEEN 9TH & 10TH		E	YES
MARKET	BETWEEN 9TH & 10TH		W	YES
MARKET	BETWEEN 10TH & 11TH		E	YES
MARKET	BETWEEN 11TH & 12TH		E	YES
MARKET	BETWEEN 12TH & 13TH		W	YES
MARKET ST	20TH ST	SW	W	Un-illuminated
MARKET ST	21ST ST	SE	S	
MARKET ST	29TH ST	SW	N	
MARKET ST	4TH ST	SW	N	
MARKET ST	4TH ST	NE	W	
MARKET ST	5TH ST	NE	E	
MARKET ST	BETWEEN 7TH & 8TH		E	YES
MATTIS ST	DOCK ST	SW	S	
MORRIS ST	BROAD ST	SW	N	
OGONTZ AV	74TH AV	NW	E	
OGONTZ AV	76TH AV	SE	W	Un-illuminated
OLD YORK	CHAMPLOST AV	SE	E	
OLD YORK	MEDARY	NW	S	
OLD YORK	STENTON AV	NW	E	
OLNEY AV	19TH ST	SE	E	Un-illuminated
OREGON AV	20TH ST	SE	E	
OREGON AV	21ST ST	SE	E	
OREGON AV	5TH ST	NE	E	
OREGON AV	BROAD ST	NE	E	Un-illuminated
OREGON AV	BROAD ST	SE	N	Un-illuminated
OXFORD AV	PRATT ST	SE	E	
PARKSIDE AV	49TH ST	SE	N	
PASSYUNK AV	19TH ST	NE	S	
PATTISON AV	20TH ST	NE	E	
PATTISON AV	LAWRENCE ST	N	E	
RHAWN ST	ROWLAND AV	NW	E	

RIDGE AV	CUMBERLAND RD	NW	W	Un-illuminated
RIDGE AV	DOMINO LN	SW	E	Un-illuminated
RIDGE AV	GREEN LN	NW	E	Un-illuminated
RIDGE AV	HERMITAGE ST	NE	W	Un-illuminated
RIDGE AV	WALNUT LN	NW	S	Un-illuminated
RIDGE AV	WALNUT LN	SE	W	
RIDGE AV	MAIN ST	NS	E	
RISING SUN	COMLY ST	NW	W	
RISING SUN	MARTINS MILLS RD	SE	N	
ROOSEVELT BLVD	BORBECK AV	NW	W	
ROOSEVELT BLVD	GRANT AV	NW	S	
ROOSEVELT BLVD	HORNIG ST	NW	N	
ROOSEVELT BLVD	RED LION RD	SE	N	
ROOSEVELT BLVD	WOODWARD ST	NW	W	
ROOSEVELT BVLVD	LANGDON ST	SW	N	
SPRING GARDEN	17TH ST	NE	W	
SPRING GARDEN	7TH ST	SW	E	Un-illuminated
SPRING GARDEN	8TH ST	NW	N	Un-illuminated
SPRING GARDEN	8TH ST	NE	W	
SPRUCE ST	38TH ST	SW	E	
SPRUCE ST	49TH ST	NE	S	
SPRUCE ST	60TH ST		W	
STATE RD	I-95	NW	N	
STENTON AV	MT PLEASANT AV	SW	N	Un-illuminated
TASKER ST	BROAD ST	NE	E	Un-illuminated
TORRESDALE AV	CHELTENHAM AV	NE	E	
TORRESDALE AV	ROBBINS AV	SE	S	
VERREE RD	SUSQUEHANNA RD	NW	N	
VINE ST	19TH ST	NE	W	
VINE ST	20TH ST	NE	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	NE	N	
WALNUT ST	39TH ST	NE	E	
WAYNE AV	SCHOOL HOUSE LN	SE	E	
WECCACOE ST	IKEA DRIVEWAY	SW	W	
WOODLAND AV	50TH ST	NE	E	
YORK ST	26TH ST	NE	N	Un-illuminated
ZOOLOGICAL ST	GIRARD AV	SE	S	

QUESTION 5 - WILL THE CITY CONSIDER ALLOWING THE SALE OF COMMERCIAL ADVERTISING ON ONE OF THE TWO FACES ON EACH OF THE 47 SHELTERS DESIGNATED FOR CULTURAL ADVERTISING?

No.

QUESTION 6 - PLEASE INDICATE WHETHER THE ADVERTISING REVENUE FROM THE TRANSIT SHELTER CONCESSION WILL BE SUBJECT TO THE CITY OF PHILADELPHIA EXCISE TAX ON OUTDOOR ADVERTISING. IF SO, PLEASE CONFIRM THAT THE CORRESPONDING AMOUNTS, WHICH WILL BE DIRECTLY PASSED THROUGH TO THE CITY BY CONCESSIONAIRE, WILL NOT BE CONSIDERED PART OF THE GROSS REVENUES AND THUS, NOT SUBJECT TO THE PAYMENT OF PERCENTAGE RENT.

Vendors will be required to pay the Outdoor Advertising Tax (OAT). It is important to note that the OAT is imposed on the person placing the ad and is collected by the outdoor advertising company without any deductions to an owner for any payment for the use of the location. In other words, the tax is imposed on what the person placing the ad pays for the ad and the tax is imposed on the person placing the ad but collected by the person getting paid directly by the person placing the ad. The rate is 7% of the purchase price for the advertising and vendors may consult Phila. Code Section 19-3400 et al. for more information.

QUESTION 7 – IN SECTION 5.5.4 THE RFP STATES “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.” PLEASE EXPLAIN WHAT IS MEANT BY "CUSTOMER CONTACT"

Customer Contact refers to the person that manages your contract on behalf of the city or transit authority where you manage shelters or other advertising. In other words, your client.

QUESTION 7 – IN SECTION 5.7.1.4 THE RFP STATES THAT VENDORS MUST SUPPLY “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.” PLEASE EXPLAIN WHAT IS MEANT BY "PRIMARY LEVEL 2 SUPPORT FACILITY OR DEPOT."

This section of the RFP is stricken.

QUESTION 8 – SECTION 5.7.1.7 OF THE RFP STATES “THE RESPONDENT SHOULD DESCRIBE ITS PLANS FOR TRANSIT SHELTER PROGRAM RECORD KEEPING, REPORTING AND DATA BASE MANAGEMENT. THE FOLLOWING SHOULD BE INCLUDED.” THAT SECTION IS MISSING THE LIST OF INFORMATION TO BE INCLUDED.

The information to be included is as follows: Monthly reports shall be distributed electronically and must provide maintenance and repair logs, response times, reports of emergencies, damage to structures and replacement of parts. The respondent must also maintain a database of Street Furniture that may be mapped at any time and includes information about installation, maintenance and repairs and related response times.

QUESTION 9 – SECTION 5.8.2 OF THE RFP STATES “PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE ENTITY SUBMITTING THE PROPOSAL, ON THE FOLLOWING FORMS.” THAT SECTION IS MISSING THE TEXT OF THE NOTICE TO BE INSERTED IN FRONT OF EACH VOLUME OF THE PROPOSAL.

- 5.8.1 If the Respondent 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 Respondent shall mark confidential material as noted below. The Respondent must indicate reasons for confidentiality.
- 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:

NOTICE

The data on pages _____ of this Proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such data be used only for evaluation of the Proposal, and not be disclosed to the public except as may be required by applicable law.

QUESTION 10 – PLEASE INDICATE HOW MANY SHELTERS ARE CURRENTLY NOT CONNECTED TO ELECTRIC POWER.

According to CBS Outdoor, 38 shelters are currently without power.

QUESTION 11 – PLEASE INDICATE HOW THE ILLUMINATION IS CONTROLLED ON THE SHELTERS (TIMERS OR PHOTOCELLS) AND WHETHER THERE ARE REGULATIONS CONCERNING THE HOURS OF ILLUMINATION.

Under the current system, shelters are continually illuminated. There are no regulations by the city concerning the hours of illumination, though the City suggests that there illumination coincide with the lighting of the City street lights.

QUESTION 12 - PLEASE INDICATE WHEN THE SHELTERS WERE LAST PAINTED AND WHETHER THE CONCESSIONAIRE WILL BE EXPECTED TO REPAINT THE SHELTERS PRIOR TO RECEIVING CONFIRMATION THAT THE CITY WILL EXERCISE THE FIRST ONE-YEAR EXTENSION OPTION.

In general, the City does not expect the shelters to be repainted prior to the first one year extension date. However, on a case by case basis, certain shelters may need to be repainted in conformance with the vendor’s maintenance obligations. Shelters are currently painted on a rolling basis. Below is a list of the dates and locations of the most recently painted shelters.

LOCATION	DATE
CB MOORE AV & BROAD ST SWC	9/15/2010
CB MOORE AV & 13TH ST NEC	9/15/2010
CB MOORE AV & BROAD ST NEC	9/15/2010
BROAD ST & CB MOORE AV SEC	9/15/2010
BROAD ST & MONTGOMERY AV SWC	9/15/2010
BROAD ST & MONTGOMERY AV NEC	9/15/2010
BROAD ST & NORRIS ST SEC	9/15/2010
LEHIGH AV & LAWRENCE ST SWC	9/15/2010
LEHIGH AV & FRONT ST NEC	9/15/2010
LEHIGH AV & GERMANTOWN AV NEC	9/15/2010
GERMANTOWN AV & TIOGA ST SEC	9/15/2010
BROAD ST & TIOGA ST SEC	9/15/2010
GERMANTOWN AV & ERIE AV NWC	9/15/2010
BROAD ST & LOUDON ST SEC	9/15/2010
BROAD ST & ROCKLAND ST SWC	9/15/2010
BROAD ST & RUSCOMB ST SEC	9/15/2010
GIRARD AV & 29TH ST NEC	9/22/2010
33RD ST & DIAMOND ST NWC	9/22/2010
33RD ST & DAUPHIN ST NWC	9/22/2010
RIDGE AV & CUMBERLAND RD NWC	9/22/2010
YORK ST & 26TH ST NEC	9/22/2010
RIDGE AV S/O MAIN ST NS	9/22/2010
WALNUT LN & HENRY AV NEC	9/22/2010
HENRY AV & WALNUT LN NEC	9/22/2010
RIDGE AV & WALNUT LN SEC	9/22/2010
RIDGE AV & WALNUT LN NWC	9/22/2010
RIDGE AV & GREEN LN NWC	9/22/2010
RIDGE AV & HERMITAGE ST NEC	9/22/2010
RIDGE AV & DOMINO LN SWC	9/22/2010
STENTON AV & MT PLEASANT AV SWC	9/22/2010
WADSWORTH AV & PICKERING AV NWC	9/22/2010
GERMANTOWN AV & SEDGWICK ST SEC	9/22/2010
GERMANTOWN AV @ NORTHWESTERN	9/22/2010
GERMANTOWN AV & HAINES ST NWC	9/22/2010
GERMANTOWN AV & CHELTEN AV SEC	9/22/2010
GERMANTOWN AV & ASHMEAD PL NWC	9/22/2010
BROAD ST & SOMERVILLE AV NWC	9/22/2010
BROAD ST & GRANGE AV SEC	9/22/2010
OLD YORK RD & CHAMPLOST AV SEC	9/22/2010
OLD YORK RD & STENTON AV NWC	9/22/2010
BROAD ST & 66TH AV NWC	9/22/2010
OGONTZ AV & 74TH AV NWC	9/22/2010
OGONTZ AV & 76TH AV SEC	9/22/2010
OLNEY AV & 19TH ST SEC	9/22/2010
WAYNE AV & SCHOOL HOUSE LN SEC	9/24/2010
HENRY AV & INDIAN QUEEN LN SWC	9/24/2010
HUNTING PARK AV & STOKLEY ST NWC	9/24/2010

<i>HUNTING PARK AV & STOKLEY ST SWC</i>	9/24/2010
<i>LEHIGH AV & 22ND ST NEC</i>	9/24/2010
<i>LEHIGH AV & 20TH ST NWC</i>	9/24/2010
<i>LEHIGH AV & 17TH ST NWC</i>	9/24/2010

QUESTION 13 - THE BUS SHELTERS INSTALLED ON MARKET STREET (BETWEEN CITY HALL AND 5TH) CURRENTLY HAVE TWO ADVERTISING PANELS AND FOUR ADVERTISING FACES ON EACH. RIGHT NOW ONE PANEL AND TWO FACES ON EACH SHELTER IS USED FOR COMMERCIAL ADVERTISING AND THE OTHER FOR THE PROMOTION OF ARTS AND CULTURE. PLEASE CONFIRM THAT THIS WOULD REMAIN UNCHANGED IN THE NEW CONCESSION AGREEMENT.

This will remain unchanged.

QUESTION 14 – WILL THE CITY PROVIDE 6 MONTHS FORWARD BOOKINGS DETAIL?

The City's vendor has supplied us with the following information:

- Nov '10- \$200,000 net
- Dec '10 - \$39,000 net
- Jan '11 - \$3,643 net
- Feb '11 - \$3,643 net
- March '11 - \$14,443 net
- April '11 - \$3,643 net

ADDENDUM #5 | Attachment A

INVOICE					
YEAR	TOTAL SHELTER REVENUE	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE	
AVERAGE - MONTHLY	\$ 248,536.48	\$ 25,706.04	\$ 222,830.44	\$	42,934.55
AVERAGE - 5 YEAR	\$ 3,081,852.33	\$ 318,754.90	\$ 2,763,097.43	\$	532,388.41
TOTAL	\$ 15,409,261.67	\$ 1,593,774.52	\$ 13,815,487.15	\$	2,661,942.07

Market East Adjustment - there are currently 21 transit shelters on market east that contain both arts and cultural panels and commercial advertising panels. The center city district manages the arts and cultural panels and contracts with the current outdoor advertising provider to manage the commercial advertising panels. The net revenue from the commercial advertising panels is received by the center city district and is devoted to the maintenance of the shelters and other on street amenities. This is known as the Market East Adjustment.

Jun-05	\$ 316,252.11	\$ 17,896.00	\$ 298,356.11	\$	52,352.53
Jul-05	\$ 283,507.61	\$ 31,265.00	\$ 252,242.61	\$	45,077.90
Aug-05	\$ 431,044.61	\$ 30,682.92	\$ 400,361.69	\$	71,325.48
Sep-05	\$ 361,955.00	\$ 29,897.00	\$ 332,058.00	\$	60,313.13
Oct-05	\$ 336,073.67	\$ 37,588.00	\$ 298,485.67	\$	54,357.80
Nov-05	\$ 294,948.17	\$ 19,306.00	\$ 275,642.17	\$	48,806.34
Dec-05	\$ 330,451.87	\$ 16,517.64	\$ 313,934.23	\$	54,701.54
Jan-06	\$ 184,334.73	\$ 19,317.28	\$ 165,017.45	\$	29,542.78
Feb-06	\$ 248,871.47	\$ 19,317.28	\$ 229,554.19	\$	43,946.96
Mar-06	\$ 99,348.71	\$ 23,664.00	\$ 75,684.71	\$	22,562.10
Apr-06	\$ 167,987.31	\$ 24,143.00	\$ 143,844.31	\$	27,149.91
May-06	\$ 279,164.69	\$ 23,430.00	\$ 255,734.69	\$	47,136.23
Jun-06	\$ 368,388.11	\$ 33,698.96	\$ 334,689.15	\$	63,764.93
Jul-06	\$ 361,503.94	\$ 42,230.20	\$ 319,273.74	\$	62,772.97
Aug-06	\$ 335,506.56	\$ 30,944.25	\$ 304,562.31	\$	56,635.65
Sep-06	\$ 329,179.45	\$ 33,341.70	\$ 295,837.75	\$	58,074.63
Oct-06	\$ 353,900.26	\$ 30,905.58	\$ 322,994.68	\$	62,391.51
Nov-06	\$ 194,671.63	\$ 18,036.20	\$ 176,635.43	\$	33,459.84
Dec-06	\$ 194,172.46	\$ 26,613.83	\$ 167,558.63	\$	30,529.70
Jan-07	\$ 262,900.82	\$ 24,914.77	\$ 237,986.05	\$	44,119.14
Feb-07	\$ 255,622.08	\$ 11,175.42	\$ 244,446.66	\$	44,553.09
Mar-07	\$ 298,938.45	\$ 24,788.32	\$ 274,150.13	\$	50,376.55
Apr-07	\$ 185,819.05	\$ 23,390.16	\$ 162,428.89	\$	32,303.39

INVOICE

YEAR	TOTAL SHELTER REVENUE	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE
May-07	\$ 384,311.15	\$ 25,074.03	\$ 359,237.12	\$ 66,974.66
Jun-07	\$ 280,357.89	\$ 23,814.80	\$ 256,543.09	\$ 47,194.17
Jul-07	\$ 310,167.46	\$ 21,214.01	\$ 288,953.45	\$ 56,076.47
Aug-07	\$ 292,242.25	\$ 23,702.84	\$ 268,539.41	\$ 52,279.05
Sep-07	\$ 195,136.24	\$ 24,271.40	\$ 170,864.84	\$ 32,857.77
Oct-07	\$ 397,671.69	\$ 52,422.89	\$ 345,248.80	\$ 69,180.50
Nov-07	\$ 210,711.92	\$ 25,233.60	\$ 185,478.32	\$ 37,047.38
Dec-07	\$ 135,601.56	\$ 13,509.66	\$ 122,091.90	\$ 23,908.36
Jan-08	\$ 253,099.92	\$ 26,481.36	\$ 226,618.56	\$ 42,361.05
Feb-08	\$ 351,419.49	\$ 31,646.09	\$ 319,773.40	\$ 60,044.18
Mar-08	\$ 141,764.23	\$ 31,050.97	\$ 110,713.26	\$ 24,299.67
Apr-08	\$ 135,488.58	\$ 15,795.20	\$ 119,693.38	\$ 23,935.63
May-08	\$ 233,987.17	\$ 16,821.30	\$ 217,165.87	\$ 43,185.83
Jun-08	\$ 255,912.39	\$ 28,613.15	\$ 227,299.24	\$ 45,233.86
Jul-08	\$ 111,368.69	\$ 7,666.82	\$ 103,701.87	\$ 23,935.63
Aug-08	\$ 379,215.35	\$ 39,496.53	\$ 339,718.82	\$ 65,505.68
Sep-08	\$ 219,435.80	\$ 31,674.31	\$ 187,761.49	\$ 36,280.66
Oct-08	\$ 232,514.98	\$ 27,453.16	\$ 205,061.82	\$ 39,327.23
Nov-08	\$ 170,017.57	\$ 13,455.49	\$ 156,562.08	\$ 30,402.06
Dec-08	\$ 89,800.16	\$ 3,059.50	\$ 86,740.66	\$ 23,844.62
Jan-09	\$ 167,670.80	\$ 26,252.90	\$ 141,417.90	\$ 26,700.38
Feb-09	\$ 184,745.43	\$ 33,721.13	\$ 151,024.30	\$ 29,244.13
Mar-09	\$ 242,011.23	\$ 21,576.21	\$ 220,435.02	\$ 41,413.81
Apr-09	\$ 147,128.46	\$ 20,016.97	\$ 127,111.49	\$ 24,217.98
May-09	\$ 272,069.35	\$ 40,458.91	\$ 231,610.44	\$ 45,657.13
Jun-09	\$ 333,232.46	\$ 34,084.97	\$ 299,147.49	\$ 58,344.19
Jul-09	\$ 216,638.68	\$ 31,140.44	\$ 185,498.24	\$ 36,622.78
Aug-09	\$ 207,205.73	\$ 28,497.10	\$ 178,708.63	\$ 35,725.56
Sep-09	\$ 115,552.98	\$ 14,485.86	\$ 101,067.12	\$ 23,843.58
Oct-09	\$ 209,902.76	\$ 27,172.49	\$ 182,730.27	\$ 36,546.05
Nov-09	\$ 254,840.59	\$ 53,782.12	\$ 201,058.47	\$ 40,211.69
Dec-09	\$ 294,725.95	\$ 8,962.94	\$ 285,763.01	\$ 57,152.60
Jan-10	\$ 150,363.72	\$ 9,026.13	\$ 141,337.59	\$ 28,267.52
Feb-10	\$ 237,842.01	\$ 29,396.31	\$ 208,445.70	\$ 41,689.14

INVOICE

YEAR	TOTAL SHELTER REVENUE	MARKET EAST ADJUSTMENT	ADJUSTED TOTAL	CITY REVENUE
Mar-10	\$ 173,828.03	\$ 37,867.41	\$ 135,960.62	\$ 27,192.12
Apr-10	\$ 168,756.52	\$ 16,196.33	\$ 152,560.19	\$ 30,512.04
May-10	\$ 190,104.58	\$ 28,470.19	\$ 161,634.39	\$ 32,326.88
Jun-10	\$ 284,977.11	\$ 34,274.85	\$ 250,702.26	\$ 50,140.45
Jul-10	\$ 302,898.03	\$ 22,870.64	\$ 280,027.39	\$ 56,005.48
Aug-10	\$ 221,261.08	\$ 40,313.15	\$ 180,947.93	\$ 36,189.59
Sep-10	\$ 256,409.60	\$ 17,426.99	\$ 238,982.61	\$ 47,796.52

**ADDENDUM NO. 5
ACKNOWLEDGEMENT OF RECEIPT
(NOVEMBER 5, 2010)**

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

**CONCESSION RFP FOR THE TRANSIT SHELTER MANAGEMENT PROGRAM
RFP #C-102-11**

The attached **Addendum Acknowledgement** contains a clear listing of contents of the addendum for total number of pages. I have carefully read the addendum and verified the presence of all attached documents and number of pages in each document. I certify that I have received all pages listed in Addendum Number 5, Concession RFP for the Transit Shelter Management Program.

Please sign, date and return this addendum acknowledgement with your proposal, as it now becomes part of your proposal.

Name of Company

Address

Telephone/Fax

Signature/Title