

REQUEST FOR PROPOSALS FOR A STREET FURNITURE PROGRAM FOR THE CITY OF PHILADELPHIA

Issued by:
CITY OF PHILADELPHIA
DEPARTMENT OF PUBLIC PROPERTY

All Proposals must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts. Respondents who have failed to file complete submission through the eContractPhilly online application process will not be considered for the contract.

Proposals must be received no later than

5:00 p.m. E.D.T. on
Monday, May 3, 2010

Please refer to Section III B. 1-4 of this RFP
for additional Submission Requirements

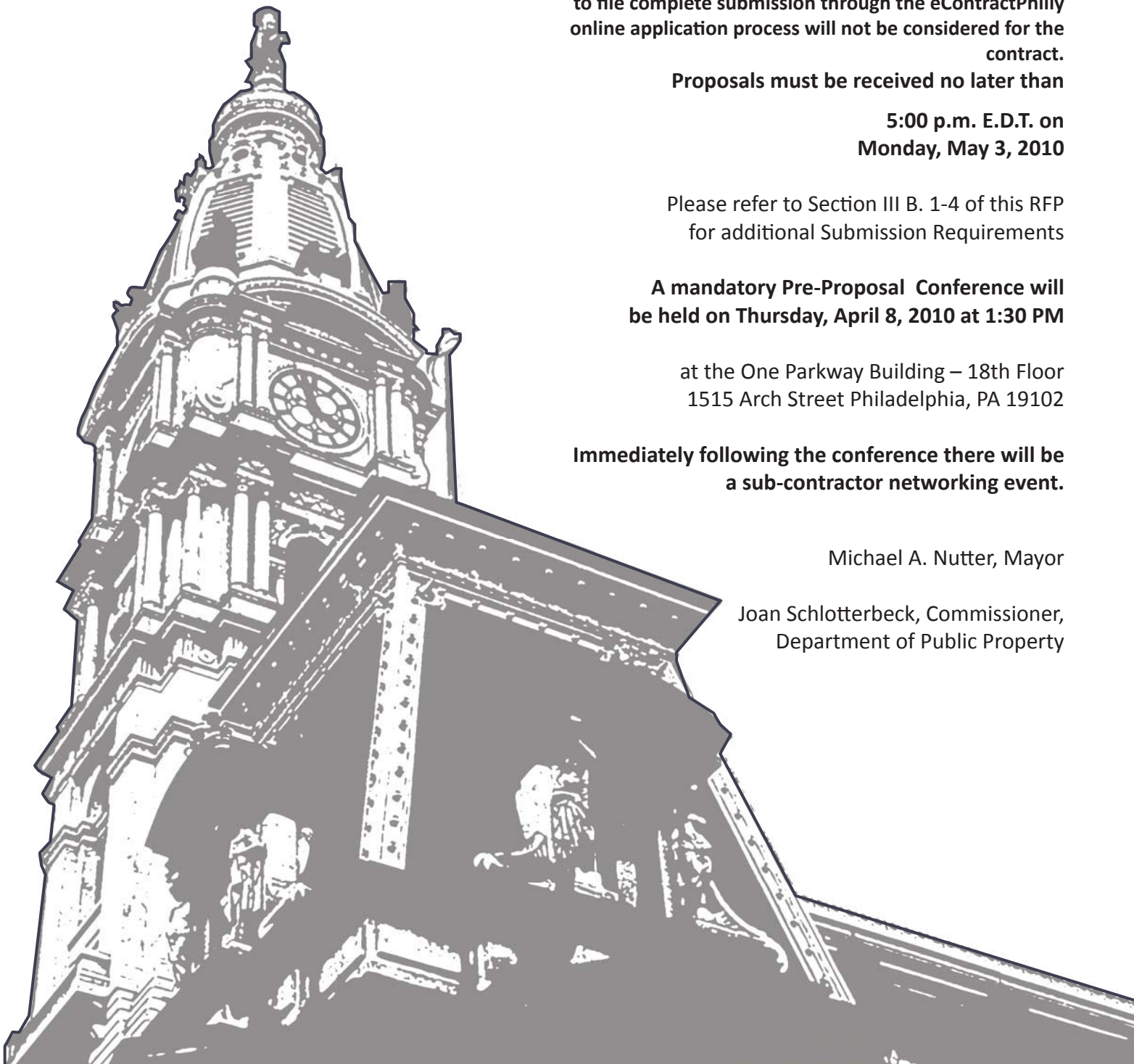
**A mandatory Pre-Proposal Conference will
be held on Thursday, April 8, 2010 at 1:30 PM**

at the One Parkway Building – 18th Floor
1515 Arch Street Philadelphia, PA 19102

**Immediately following the conference there will be
a sub-contractor networking event.**

Michael A. Nutter, Mayor

Joan Schlotterbeck, Commissioner,
Department of Public Property



REQUEST FOR PROPOSALS FOR A STREET FURNITURE PROGRAM FOR THE CITY OF PHILADELPHIA

The work to be performed under this request for proposal includes the design, construction, installation, maintenance and the operation (if applicable) of transit shelters, arts, culture and public information panels, honor box corrals, sheltered bicycle parking and for the installation and maintenance of advertising panels and the sale of advertising on the previously mentioned structures and the sale of advertising on City-owned transit headhouses, solar powered compacting litter baskets and recycling bins.

The agreement resulting from this RFP will require the selected respondent to open and staff an administrative office and operations facility in the City of Philadelphia.

This proposal will be awarded to the Respondent whose proposal is determined to be the most advantageous to the City of Philadelphia considering compensation, design and other evaluation factors.

All Proposals must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts. Respondents who have failed to file a complete submission through the eContract Philly online application process will not be considered for the contract.

Proposals must be received no later than 5:00 p.m. E.D.T. on Monday, May 3, 2010

Applicants are advised to begin uploading their applications a least two hours before the deadline. Please inform the RFP contacts by email and phone of any problems uploading submission materials prior to the submission deadline. Failure to submit by the deadline will exclude the proposal from consideration.

Please refer to Section III B. , 1-4 of this RFP for additional Submission Requirements which include the delivery of printed copies of the Proposals, models and exhibits.

NOTICE TO RESPONDENTS – IMPORTANT REQUIREMENT

Respondents are required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether any Respondents have received any requests for money or other items of value or advice on particular firms to satisfy minority, women or disabled owned business participation goals from City employees. For more information, please consult the reference materials found on the website, e-mail questions to econtractphilly@phila.gov or call 215-686-4914 with questions.

NOTICE TO RESPONDENTS: Before submitting a proposal, each Respondent must be fully informed as to the extent and character of the work required. No consideration will be given for any alleged misunderstanding of the services required by this RFP. It is understood that the submission of a proposal is based on an understanding of the items and conditions referred to herein.

The City will endeavor to respond to questions submitted by e-mail from Respondents until 7 days prior to the submission deadline.

Additional information about this RFP may be obtained by contacting:

Andrew Stober, Director of Strategic Initiatives
Mayor's Office of Transportation and Utilities
Municipal Services Building – 14th Floor
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102

Telephone No. 215- 686-8158
Email: andrew.stober@phila.gov

Or alternatively:
Joan Schlotterbeck, Commissioner
Department of Public Property
City of Philadelphia
City Hall – Room 790
Philadelphia, PA 19107

Telephone No. 215- 686-4430
Email: joan.schlotterbeck@phila.gov

NOTICE TO RESPONDENTS: If any prospective Respondent has a disability, arrangements can be made to facilitate attendance at the mandatory Pre-Proposal Conference by contacting one of the above individuals in advance and advising of any reasonable accommodations required.

By submitting a response to this solicitation, a Respondent is certifying that it is not in arrears in the payment of any obligation due and owing to the City of Philadelphia, including the payment of taxes and employee benefits and taxes collected for the benefit of the Philadelphia School District, and that it will not become in arrears with respect to any such obligations during the term of the Agreement, if selected. The City of Philadelphia reserves the right to reject any and all proposals and/or waive technical defects if, in its judgment, the interests of the City may so require.

TABLE OF CONTENTS

SECTION I – INTRODUCTION

A. Statement of Purpose	... 8
B. About Philadelphia	... 8
C. Request for Proposals	... 9
1. Transit Shelters	... 9
2. Arts, Culture, and Public Information Panels	... 10
3. Honor Box Corrals	... 10
4. Sheltered Bicycle Parking	... 10
5. City Transit Headhouse Advertising	... 11
6. Solar Powered Compacting Litter Basket Advertising	... 11
7. Provision of unsold advertising to non-profit organizations	... 11

SECTION II – SCOPE OF SERVICES

A. Coordinated Street Furniture Objectives	... 12
B. Proposal Concept	... 12
1. Design Concept	... 12
C. Requirements by Type of Street Furniture	... 13
1. Transit Shelters	... 13
2. Arts, Culture, and Public Information Panels	... 14
3. Honor Box Corrals	... 15
4. Bike Shelters	... 15
D. General Information	... 15
1. Build Out in Phases	... 15
2. Limitations on Digital Advertising	... 16
3. Permit and Approval Procedures	... 16
4. Installation Guidelines	... 17
5. Maintenance and Operation	... 18
6. Ownership	... 20

SECTION III – PROCEDURES and REQUIREMENTS

A. Proposal	... 21
1. Transmittal Letter	... 21
2. Respondent Qualifications	... 21
3. Design and Manufacturing Submission	... 22
4. Financial Analysis and Compensation Proposal	... 23
5. Additional Submission Document	... 25
6. Joint Venture Respondent Qualifications	... 26
7. Notice to State Any Requested Exception to Contract Terms	... 26
8. B. Submission Requirements	... 27
1. eContract Philly	... 27
2. Printed Copies	... 27
3. Submission Format	... 27
4. Campaign Contribution Disclosures	... 27
5. eContract Philly – Timely Upload	... 28
6. eContract Philly – Uploading Large Documents	... 28
C. Conditions of Proposal Submission	... 28
1. Request for Information	... 28
2. Addenda to the RFP	... 29
3. Duly Authorized Signature	... 29
4. Responsibility for Costs	... 29
5. Proposals Binding	... 29
6. Complete Proposals	... 30
7. Proposal Exceptions	... 30
8. Oral Presentations	... 30
9. Public Presentation	... 30
10. Customer Site Inspections	... 30
11. Prime Contractor Responsibility	... 30
12. Complete Services/Product	... 31
13. Publicity	... 31
14. Proposers Restricted	... 31
15. Acceptance of Terms and Conditions of RFP	... 31
16. Proprietary and Disclosure Rights	... 31
17. City Council Approval Condition to Agreement	... 32
D. Contract Terms and Conditions	... 32
1. Term	... 32
2. OEO – M/W/DSBE Participation	... 32
3. Certificate of Non- Indebtedness	... 32
4. Insurance	... 33
5. Indemnification	... 34
6. Performance Bond	... 35
7. City Audit	... 35
8. Termination for Default	... 36
9. Sale and Use Tax Exemption	... 36
10. Unavailability of Funds	... 37

11. Ethics Requirements	... 37
12. Tax Requirements	... 38
13. Americans With Disabilities Act	... 39
14. Limited English Proficiency	... 39
15. Business Interests in Northern Ireland	... 40
16. Non- Discrimination; Fair Practices	... 41
17. Business, Corporate and Slavery Era Disclosure	... 41
18. Contributions	... 41
19. Contract Preparation Fee	... 43
20. Assignment	... 44
21. No Waiver	... 44
22. Partial Invalidity	... 44
23. No Third-Party Beneficiaries	... 44
24. Amendments	... 44
25. Execution in Counterparts	... 45
26. Governing Law	... 45
27. Captions	... 45
 E. Evaluation Criteria	... 46
1. Evaluation Principles	... 46
2. Selection Committee	... 46
3. Responsive Proposals Considered	... 46
4. Compensation as an Evaluation Factor	... 46
5. Evaluation Factors	... 46

SECTION IV – RESERVATION OF RIGHTS, CONFIDENTIALITY AND PUBLIC DISCLOSURE

A. Reservation of Rights	... 48
B. Confidentiality and Public Disclosure	... 49

EXHIBITS

A. Existing and Proposed Transit Shelter Locations	... 51
B. Corridors for Information Panels	... 66
C. Honor Box Corral Locations	... 67
D. Solar Powered Compacting Litter Basket Locations	... 68
E. Financial Analysis Template	... See Website
F. Commercial Corridors in Philadelphia	... 71
G. Solar Powered Compacting Litter Basket Additional Information	... 72
H. Economic Opportunity Plan	... 74

SECTION I - INTRODUCTION

A. STATEMENT OF PURPOSE

The City of Philadelphia is issuing this RFP for a Coordinated Street Furniture Program to provide its citizens, commuters and visitors with amenities that increase the livability of the City, improve the appearance of the City's streetscapes, and generate non-tax revenue.

B. ABOUT PHILADELPHIA

Philadelphia is a center for innovation, arts and business and the heart of a vibrant region: it is the 2nd largest region on the East Coast in terms of employment, population and income. The Philadelphia region is the 5th largest in the country and the city is the 6th largest. Home to national leaders in undergraduate, graduate and professional, biomedical research and entertainment, it is no wonder that PricewaterhouseCoopers identified the Philadelphia region as producing the 9th highest regional GDP in the world and the fourth highest regional GDP in the US. Producing \$388 billion in economic activity, this output is expected to grow to \$518 billion by 2025. The region is the US's 4th largest media market reaching a population with the 5th largest total personal income. This regional economic vitality flows in and out of its Center City (defined as Delaware River to Schuylkill River from Spring Garden Street to South Street) and University City neighborhoods on a daily basis. More than 1.5 million people travel in and out of Center City Philadelphia every day.

Commuters are only a portion of the people traveling in and around Center City. In 2008, over 28,000 students studied in Center City and over 54,000 patients were treated, and countless families came to visit them. That same year approximately 12.8 million tourists visited the city for the day and 10.6 million stayed overnight. Some were drawn by Philadelphia's historic treasures. Over 2 million visitors regularly visit Independence Mall alone. Others were drawn to our expanding convention center, which last year hosted over 8 major conventions with attendance over 10,000 each. These tourists spent nearly \$6 billion in Philadelphia. When completed in the next two years, the convention center will have the capacity to host the largest trade shows or simultaneously host two major conventions.

The visitors had good reason to spend money in Philadelphia. It is a city bustling with activities, arts and retail and is thriving in the face of economic hardships. Philadelphia's arts community generated over \$1 billion in revenue and the retail opportunities grew by 2% last year. It is no wonder that the city and Center City especially, remains so resilient, as the Center City District writes, "within just a five-minute walk from the center of downtown at City Hall, there are 67,000 workers, 11,000 residents, and 416,000 annual overnight visitors who collectively generate \$150 million in annual demand for shoppers' goods."

Philadelphia is not only thriving, it is growing. Philadelphia and its region are home to the two bright spots in our national economy; the "Eds & Meds." The Philadelphia region is home to over 90 institutions of higher learning and is host to over 300,000 students annually. In Center City, medical facilities generated nearly \$2 billion dollars of net patient revenue gains. In fact, education and health care institutions added 1.4% new jobs in Philadelphia during the past year.

C. REQUEST FOR PROPOSALS

The City of Philadelphia through its Department of Public Property, invites qualified firms to submit Proposals for a maximum term of twenty (20) years to design, construct, install, maintain and operate (if applicable) transit shelters, arts, culture and public information panels, honor box corrals, sheltered bicycle parking and to install and maintain advertising panels and to sell advertising on the previously mentioned structures and to sell advertising on City-owned transit headhouses, solar powered compacting litter baskets and recycling bins.

The City will award a professional services contract (referred to herein as the “Agreement” or “Contract”) to the successful Respondent (the term “Respondent” is also referred to herein as “Proposer”) whose proposal is determined to be most advantageous to the City based on evaluation factors set forth at Section III E.4, “Evaluation Criteria”. The City expects that the selected Respondent will provide the above at no cost to the City in consideration for an exclusive interest to post advertising on the City’s street furniture provided by the selected Respondent and approved by the City. Please refer to Section III A.4. of this RFP for information about the compensation to the City required under the proposed Agreement.

Pursuant to this RFP the City seeks Proposals for the following:

1. Transit Shelters

To design, fabricate, install and maintain a minimum of 304 new (replacement) and approximately 250 additional (new) transit shelters (“Shelters”). The Respondent’s design should include amenities for the public in the form of street identification signage, seating, lighting, panels for the posting of map and schedule information, capacity for electronic transit service information and protection from inclement weather. Please refer to Exhibit A for a map and list of the 304 existing Shelter locations and proposed new locations. The selected Proposer may recommend alternate sites for up to 25 of the additional (new) Shelters for the City’s consideration and approval.

Eleven (11) Shelters located on Chestnut Street between 7th and 17th Streets are not counted in the 304 Shelters and currently have no advertising panels and instead contain art installations that were created as a component of the City’s Chestnut Street Reconstruction Project. These are maintained by the City’s present contractor and must be maintained by the successful Respondent under the terms of the new Agreement awarded pursuant to this RFP. Under the new Agreement awarded pursuant to this RFP, if and when the 11 Chestnut Street shelters are replaced the City may choose to add commercial advertising panels.

In addition, 14 single sides of advertising panels on Shelters in Center City will be designated as cultural institution or “non- commercial” advertising panels. 21 two sided back-lit panels parallel to street for cultural institution or “non-commercial” advertising will be maintained and/or replaced on the transit shelters on Market Street east of City Hall. The successful Respondent under the terms of the new Agreement awarded pursuant to this RFP will be responsible for posting advertisements once per month in these panels and remitting the full revenue (fee determined by the City) from the panels to the City. The proposal

should enumerate a posting fee for these panels.

2. Arts, Culture, and Public Information Panels

The City seeks to promote a vibrant non-profit arts and culture community in Philadelphia. From the appointment of a Chief Cultural Officer to financial support for the non-profit arts and culture institutions the City has a long history of supporting this sector. To further these long standing goals the selected Respondent will design, fabricate, install, maintain and operate stand-alone two-sided arts, culture and public information panels (“Arts Information Panels”). One side will be reserved for the posting of arts, culture and public information and the other side will be available for commercial advertising. Phase I will include the installation of 50 Arts Information Panels in Center City, University City and South Broad Street. Respondents are requested to include in their proposal the assumption that an additional 20 Arts Information Panels will be installed in Center City, University City and South Broad Street, and an additional 30 will be installed on Commercial Corridors around the City based on requests by Special Services Districts, Community Development Corporations, Civic Associations and other groups that request Arts Information Panels. The Arts Information Panels should be no larger than the advertising panels on transit shelters. Please refer to Exhibit B for a map of corridors where the first 50 Art Panels may be installed. Please refer to Exhibit F for a map of commercial corridors in Philadelphia.

3. Honor Box Corrals

The City would like to implement an honor box corral as part of the street furniture program (“Honor Box Corral”). In 2005 the City and the Center City District implemented a program that required honor boxes to be installed at approved and permitted Honor Box Corral sites in a designated geographic area in Center City.

The Respondent should recommend a design that coordinates with other elements of the Street Furniture Program and includes an advertising panel parallel to the street. The selected Respondent will be responsible for the fabrication, installation, maintenance and repair of the Honor Box Corral structures. Please refer to Exhibit C for a list and map of current honor box corral locations.

4. Sheltered Bike Parking

Philadelphia has the largest percentage of bicycle commuters among the ten largest cities in America. Cycling in Philadelphia is becoming the mode of choice for more and more residents. To support this trend the City would like to implement sheltered bike parking as part of the street furniture program. Respondents should include the design, fabrication, installation and maintenance of 12 sheltered bike parking stations (Bike Shelters); four in Center City, four in University City and four at outlying commercial corridors or commuter rail stations. The Respondent’s design should include amenities for the public in the form of street identification signage, bike racks and protection from inclement weather. Additionally, a maximum of two back lit panels, one for commercial advertising and one for public service information, should be included in each Bike Shelter.

5. City Transit Headhouse Panels Advertising

The City controls the headhouses that access underground transit concourses on east Market Street (between City Hall and 10th Street). Respondents are requested to propose an advertising program for these headhouses ("Headhouses"). Respondent will only be responsible for the installation, maintenance and sale of the advertising. There are six Headhouses and they are located on the northwest and northeast corners of 13th and Market, the northwest corner of 12th and Market, in the middle of the 1100 block of Market and two are located in the middle of the 1000 block of Market.

7. Solar Compacting Litter Basket and Recycling Unit Advertising

The City has installed 500 solar compacting litter baskets and 210 public recycling units in Center City Philadelphia. Approximately 500 more will be installed on commercial corridors around the City in 2010. The Respondent is asked to propose an advertising program for these solar compacting litter baskets and recycling units ("Solar Compactors"). The Respondent will only be responsible for the installation and maintenance of the advertising. Please refer to Exhibit D for a map of locations in Center City and commercial corridors planned for installation in 2010. Please refer to Exhibit G for a detailed description of the structure.

7. Provision of unsold advertising to non-profit organizations

Respondents are asked to propose a program that makes unsold advertising space available at no charge to the City for public information and public service messages and at a significant discount to non-profit organizations.

SECTION II - SCOPE OF SERVICES

Proposals should provide for the design, fabrication, installation, maintenance and operation of street furniture which demonstrates exceptional functionality, attractive design and the generation of non-tax revenue.

A. COORDINATED STREET FURNITURE OBJECTIVES

Proposals submitted for the design, fabrication, installation, maintenance and operation of the street furniture sought by this RFP should describe how the following objectives are reflected in the proposal:

1. Provide residents, commuters and visitors of the City with Street Furniture of exceptional quality and located to enhance the livability of the city and complement an active street life.
2. Provide designs that:
 - a. adapt to a particular site to reflect the available space, pedestrian traffic, and sight line requirements as well as characteristics of commercial, residential or historic neighborhoods;
 - b. improve the visual appeal of the City's streetscapes by presenting a coordinated and cohesive appearance;
 - c. are accessible to all citizens and visitors and comply with City, State, Federal and Universal Access Standards;
 - d. utilize recycled, recyclable, and energy efficient materials and
 - e. incorporate (where possible) the potential to capture rain water and solar energy.
3. Maintain structures to the highest standards throughout the life of the Contract.
4. Deliver high quality advertising programs that are appropriate for all communities and provide the City with non-tax revenue. Advertisements that promote tobacco, alcohol and violence are prohibited. Advertisements that contain sexually explicit content or images are prohibited. The City reserves the right to approve all advertisements.

B. PROPOSAL CONCEPT

Design Concept

The Proposer must develop a design that is timeless, distinctive and suited to a variety of environments and neighborhood characteristics. The design approach should provide a single design concept with flexible design features that may be adapted to reflect three neighborhood characteristics: commercial, residential and historic. The purpose of the structure must be clearly identified through signage and the inherent design of the structure. The structure should have a minimum useful life of 20 years, with the ability to withstand the challenges posed by extreme weather and vandalism.

Street Furniture will be located on sidewalks of varying widths at major intersections, on small city streets and in park-like settings. Structures must allow proper clearance for pedestrian traffic and comply with accessibility standards required by the Americans with Disabilities Act (ADA). Proposers must have a basic understanding of the varieties of potential installation sites. Please refer to Section II D. 3 for site clearance and set back requirements.

C. REQUIREMENTS BY TYPE OF STREET FURNITURE

1. Transit Shelters

a. Sites

The City's priority is to install Transit Shelters in commercial corridors and on streets with the most heavily utilized bus and trolley routes.

Transit Shelters must be accessible to individuals with disabilities and in compliance with all City, State, Federal and Universal Standards. The Transit Shelters must include signage for the visually impaired.

The location of Transit Shelter structures must be coordinated with trees, light poles, hydrants and other street furniture. Transit Shelters may not obscure pedestrian or vehicle sightlines necessary for safety or views of historic places or buildings.

b. Transit Shelter Dimensions and Attachment to the Sidewalk

At least two standard sizes of Transit Shelters will be required – a 5 by 10 foot Transit Shelter for more constricted sites and a 9 by 18 foot Transit Shelter for sites where more space is available. All Transit Shelters should have panels or screens on one of the short sides of the Transit Shelter and the long side of the Transit Shelter furthest from the curb. The curbside frontage should be completely open to permit unfettered access to and from transit vehicles. The Transit Shelters should provide at least 7.5 feet of headroom and have a maximum height of no more than 9 feet. A minimum floor clearance area of 2.5 by 4 feet connected by a pedestrian route to the boarding area, is required. The City will approve the Transit Shelter installation for each site. Many of Philadelphia's sidewalks are vaulted and Transit Shelters that require any foundation are strongly discouraged.

c. Identification and Advertising

Each Transit Shelter will have at a maximum one back-lighted advertising panel for a single advertisement on each side of the panel. The panel should be an integral part of the structure and be a maximum size of 4.5 by 6.0 feet.

Transit service information must be integrated with the physical structure of the Transit Shelter. Fascia panel on the exterior of the Transit Shelter must provide space for street location (i.e., 16th & JFK) and transit information including stop identification numbers (a 5 digit number provided by SEPTA), transit logo identification, and route numbers. A two sided frame, with a maximum size of 4'x 4' must be provided for transit and map information and will be divided as follows: the interior face will provide a protected frame for bus route maps/headway grid information, and other public information.

The exterior facing side of the frame will be for a street map or public information.

d. Additional Specifications: Seating and Realtime Schedule Information

All Transit Shelters will provide ADA compliant seating which by design prevents reclining. All Transit Shelters should be designed so as to host equipment that will display realtime schedule information in a digital format. SEPTA will provide the information to the vendor and the vendor will be responsible for infrastructure, connection, equipment, interface with street level displays, and maintenance and replacement. The respondent should price the proposal for a 30 location first year pilot program for providing real time information, and an assumption that remaining transit shelters will incorporate realtime information pursuant to a build-out schedule set by the City in cooperation SEPTA.

2. Arts Culture and Public Information Panels

a. Sites

The successful Respondent under the terms of the new Agreement awarded pursuant to this RFP will be responsible for posting arts and culture information once per month on the Arts Information Panels. Not more than one, two-sided Arts Information Panel per block will be permitted by the city for placement along the following street corridors:

Corridors	Approximate Potential Panels
1) Market St from 6 th St to 40 th St.	26 potential panels
2) JFK Blvd from Broad St to 30 th St.	9 potential panels
3) N. Broad St from JFK Blvd to Callowhill St.	5 potential panels
4) Arch St from 11 th St. to 15 th St.	5 potential panels
5) Chestnut St. from 30 th St. to 40 th St.	9 potential panels
6) Walnut St. from 30 th St. to 40 th St.	9 potential panels
7) Columbus Blvd - Spring Garden to Snyder	20 potential panels
8) S. Broad St from City Hall to Patison Ave.	30 potential panels

Arts Information Panel locations must allow for adequate pedestrian and handicap clearance as described in Section II D., 3 “Installation Requirements”. Arts Information Panel locations must be coordinated with other Street Furniture, trees, light poles, hydrants and other street furniture elements and not interfere with utilities.

Arts Information Panels must not obstruct transit stop zones nor obscure pedestrian or vehicle sightlines lines necessary for safety or views of monuments, historic places or buildings.

b. Design

The Arts Information Panels may be designed as a two panel structure depending on the size of the site and the required rights of way. Arts Information Panel designs and materials must coordinate with other Street Furniture to provide the desired cohesive looking streetscape. Panels should

be no larger than 4.5 by 6 feet

c. Advertising

The side of any Arts Information Panel that does not provide for arts, culture or public information may display commercial advertising. The proposal should enumerate a hanging fee for the arts, culture and public information side of the Arts Information Panels.

3. Honor Box Corrals

a. Siting

The City would like to receive design recommendations for an Honor Box Corral or enclosure that coordinates with the design (materials, color, etc.) of the other Street Furniture elements. Such enclosures should be located 18 inches from the curb, easily accessed and placed in locations that will not impede pedestrian traffic or transit stop zones.

b. Advertising

The street facing part of the Honor Box Corral may include an advertising panel. The panel should allow for the top 12" and bottom 12" of standard sized honor boxes to be visible. The City does not intend for rental fees to be charged to publications distributed from the Honor Box Corrals.

4. Bike Shelters

a. Siting

The City's priority is to install at least four Bike Shelters in Center City and University City and six more along commercial corridors and at commuter rail stations. The location of the Bike Shelters must be coordinated with trees, light poles, hydrants and other street furniture. Bike Shelters may not obscure pedestrian or vehicle sightlines necessary for safety or views of historic places or buildings.

b. Bike Shelter Dimensions

A standard sized Bike Shelter will be required – 7 by 10 foot. The 7 by 10 foot Bike Shelter should have panels or screens on two sides. The Bike Shelters should provide at least 7.5 feet of headroom and have a maximum height of no more than 9 feet

c. Identification and Advertising

Each Bike Shelter will have at a maximum, one back-lighted panel allowing for commercial advertising on one side and art, cultural or public information on the other side. The panel should be an integral part of the Bike Shelter and be a maximum size of 4.5' X 5.0'. Space must be provided on the Bike Shelter for street identification; the Bike Shelter should provide a street facing and sidewalk facing frame for the posting of maps and other public information.

d. Additional Specifications: Bicycle Racks

Bike Shelters should provide the ability to secure a minimum of six bicycles per

D. GENERAL INFORMATION**1. Build-out in Phases**

The Street Furniture Program will be implemented in two phases during the maximum twenty year (20) agreement.

Phase I: Month 1 through Month 12 of the Agreement

- 1) Replace/install 100 Transit Shelters,
- 2) Install real-time schedule information in 30 Transit Shelters
- 3) Install 50 Art Panels
- 4) Install 30 Honor Box Corrals
- 5) Install 4 Bike Shelters
- 6) Proposer shall have the option to install advertising on Solar Compactors

Phase II: Month 13 through 36

- a. Replace/install 300 Transit Shelters
- b. Expand real-time schedule information to additional Transit Shelters
- c. Install additional 50 Art Panels
- d. Install remaining Honor Box Corrals
- e. Install 8 Bike Shelters
- f. Proposer shall have the option to install advertising on Solar Compactors

Phase III: Month 37 through 60

- a. Install 100 Transit Shelters

The selected Proposer will be required to submit for the City's approval, a Phase I, Phase II and Phase III implementation plan within ninety (90) days of the execution of an Agreement.

2. Limitations on Digital Advertising

If the City permits the installation of digital advertising at any point during the term of the Agreement, the City will have sole discretion over the placement of digital advertising, including reasonable limitations on brightness and frequency of advertisement rotation. No animation will be allowed on any street facing digital displays. Other restrictions based on recent studies and peer reviewed safety studies may be instituted to insure the safety of the public. If a Respondent wishes to include digital advertising in their proposal, the proposal should be priced with ads changing at a rate of five (5) per minute with 10 percent of airtime at all times for the display of art, cultural and public information at no cost to the City.

3. Permit and Approval Procedures

All street furniture locations contemplated by this RFP must be approved by the relevant City departments and agencies prior to installation. The selected Proposer will be required to obtain, at its own expense, all necessary licenses, approvals and authorizations from relevant City or state departments, commissions and agencies. Information about approvals may be obtained at www.phila.gov (select Downloads and Philadelphia Code of Ordinances). The City will provide a venue for all of the required City approval bodies to meet with

the successful Respondent on a regularly scheduled basis to facilitate the approval process. The required City approvals are described below:

- **Department of Public Property**
Public Property will be responsible for the management of the Agreement with the selected Proposer. It will ensure that the Street Furniture is properly maintained and that appropriate policies and procedures are in place during the term of the Agreement.
- **Streets Department**
The Streets Department through its Right of Way Unit is responsible for assuring that Street Furniture within the right of way allows for acceptable pedestrian flow and adequate sight lines for pedestrians and vehicular traffic.
- **Department of Licenses & Inspections (L&I)**
L&I is responsible for issuing licenses for newsstands, honor boxes, street vendors and sidewalk cafes. It reviews plans and monitors and inspects construction to ensure that building safety standards and zoning requirements are fulfilled. L&I also issues sign permits. Sign permits are required for each proposed advertising panel.
- **Parks and Recreation Commission**
The Parks and Recreation Commission has permitting jurisdiction for any site on or within 200 feet of the Benjamin Franklin Parkway. It also has jurisdiction over the City's seven major watershed parks and several Center City squares.
- **Philadelphia City Planning Commission ("PCPC")**
PCPC is the City's planning agency and is responsible for the review of all projects that have a significant impact in the public domain. PCPC will review and approve the design and placement of street furniture, including the suitability of materials.
- **Philadelphia Art Commission**
The Art Commission works closely with PCPC to approve the design and siting of all structures on public property or located within the public right of way. The Street Furniture prototypes and general guidelines for placement citywide must be approved by the Art Commission.
- **Philadelphia Historical Commission**
The Historical Commission is the City's historic preservation agency. Its approval is also required for prototypes and placement of the Street Furniture proposed to be located in the any City-designated historic districts. A significant portion of Center City is both a locally and nationally designated historic district.
- **SEPTA/NJ Transit**
These transit agencies will review/approve site drawings for new Transit Shelter installations.

4. Installation Requirements:

Subject to approval for each location by the City, Street Furniture may not be placed in the following locations:

- a. In any fire lane or alleyway

- b. On any median strips or traffic islands
- c. In front of any steps in order not to inhibit the ingress to or egress from any building
- d. On any grating, manhole cover or steam vents
- e. On any surface where the street furniture will cause damage or interfere with any pipes, conduits, vault areas or utility cables or wires
- f. On any landscaped setting where the public's use of the Street Furniture will cause damage to lawns, flowers, shrubs and trees.
- g. With the exception of existing Transit Shelters, Solar Compactors within any transit stop zones, taxi zones and passenger loading zones

Street Furniture sites must allow for the following setbacks and clearances:

- a. Pedestrian clear traffic space must be a minimum of 6 feet in the case of Transit Shelters and a minimum of 8 feet or one half the total sidewalk width, whichever is greater, for all other Street Furniture. Pedestrian clear space may not include grates or vaults or existing street furniture. Respondents proposing new street furniture locations along Market Street, Broad Street (from Glenwood to Oregon) and the Benjamin Franklin Parkway must site them such that the minimum clear pedestrian traffic space must be 10' or half the total width, whichever is greater. All proposed new street furniture along:
 - i. Chestnut and Walnut from 5th to 20th,
 - ii. 15th, 16th, and 17th from JFK to Walnut
 - iii. 18th and 19th from Market to Walnut
 - iv. 20th from Market to Chestnut
 - v. 12th from Arch to Chestnut
 - vi. 11th from Market to Walnut

must have a clearance of 6' or half the total sidewalk width, whichever is greater.

- b. Roof overhangs must provide a minimum clearance height of 8 feet above the sidewalk.
- c. Structures must be located a minimum of 15 feet from fire hydrants
- d. Structures must be located 10 feet or more from any marked or unmarked crosswalk, fire lane, alley or driveway and 5 feet or more from a loading zone, handicap ramp or from the point of curvature of curb cuts. Greater setbacks may be required by the Streets Department if necessary to provide for adequate sight lines.
- e. All Street Furniture structures and elements must be located 18 inches from the curb.
- f. Street furniture must be located 10 feet or more from the transit headhouses
- g. Street furniture must meet ADA accessibility guidelines for public rights of way.

5. Maintenance and Operation

The Respondent must submit a plan for maintenance services to be provided

during the term of the Agreement. In that plan, the Respondent must describe how it will locate and organize its operation in Philadelphia in order to meet the Program's maintenance and operational needs. The City will seek a liquidated damages clause in the final contract regarding failure to meet maintenance standards.

A. Maintenance Plan

The following are the minimum requirements of a maintenance plan to be provided by the selected respondent:

- i. Notification process that insures a quick response to reports of damage or unauthorized posted materials. The notification system must provide access to the general public and public agencies. The selected Respondent must make a commitment to provide 24 hour maintenance call-in capability.
- ii. Repairs and replacement of broken parts must be completed within 48 hours of being reported
- iii. Twice weekly inspections for structural integrity (footings, exposed or loose bolts, leaning structures, bent or broken frame), leaks, broken light bulbs, loose fixtures, etched or broken glass, panel material, and removal of graffiti, paint, markers, stickers, posters and other unauthorized postings.
- iv. Weekly cleaning schedule that provides for washing glass, panel materials, benches, roofs, structure framework, advertising panel cover surfaces and interior pad surfaces.
- v. Snow and ice removal schedule. The City requires that a four foot wide path be cleared to provide access to and from the Transit Shelters and the closest intersection and that plowed snow be removed from the curb line. Snow and ice removal must begin within one hour after the final accumulation of snow fall and be completed at all Street Furniture Structures within 24 hours.
- vi. If a Shelter or other piece of Street Furniture is destroyed, Contractor shall remove the structure remains within 24 hours of notification and replace the structure within 15 Days. In conjunction with such removal, Contractor agrees, at its own expense, to restore the affected sidewalk.
- vii. The Respondent must commit to responding to a report of broken glass within one hour or other hazardous conditions, such as exposed electrical wires, or an obstruction of the sidewalk or access to an abutting building. The glass must be removed and replaced at anytime during the day or night as must the remediation of other damages listed above.

B. Operations Plan

Respondents must describe in their proposals how they intend to provide the following minimum requirements of an operations plan:

- viii. The Respondent must provide information about the number of staff to be employed by shift or work schedule to provide the maintenance and administrative services.
- ix. The Respondent must describe its plans for administering the Street Furniture Program and for marketing the Street Furniture to potential advertisers and for reporting essential data such as the monthly utilization rates of available advertising locations.
- x. The Respondent should describe its plans for Street Furniture Program record keeping, reporting and data base management. The following should be included:
 - a. Monthly reports distributed electronically that provide maintenance and repair logs, response times, reports of emergencies, damage to structures and replacement of parts.
 - b. A Respondent maintained data base of Street Furniture that may be mapped at any time and includes information about installation, maintenance and repairs and related response times.

6. Ownership

The Street Furniture will remain the property of the successful Respondent during the term of the Agreement. At the City's sole discretion and option, the Street Furniture will become the property of the City at the expiration of the term or early termination of the Agreement without compensation or other consideration to the Respondent.

The City may, alternatively, request that the selected Respondent remove any or all of the Street Furniture and restore the sites to a Street Furniture free condition at the sole expense of the selected Respondent.

A. PROPOSAL

The proposal must include the following items:

1. Transmittal Letter

A brief letter providing the following information:

- a. Respondent's name and address;
- b. Name, title and telephone number of contact person;
- c. A statement that the proposal is in response to this solicitation;
- d. The signature, typed name and title of an individual who is authorized to commit the Respondent to the proposal.

2. Respondent Qualifications

Demonstrate the management structure, organizational depth and resources (including depth of experience in the design, installation and maintenance) required to administer a coordinated Street Furniture Program of the size and scope described by this RFP. Provide the following *(for all entities if the Respondent is a partnership or joint venture)*:

- a. A brief narrative description of the Respondent's organization, including a statement about the organization's approach to this type of service and how it believes the approach differs from its competitors.
- b. The resumes of key personnel who will be involved with managing or directing these services full time, the names and occupations of the members of the Board of Directors of the organization, and the resumes of individuals holding key management positions as identified on the organization chart (e.g., Chief Executive Officer, Chief Operating Officer, Chief Financial Officer).
- c. An organization chart depicting the structure of the organization, including subsidiaries, affiliates and sub-contractor organizations. Respondents that are subsidiaries of a parent organization must specifically cite and depict such relationships including percentage ownership. Failure to disclose the complete organizational structure will be deemed a violation of the qualification process. This section should also describe which of the above organizations (existing and proposed) will enable the Respondent to fulfill the MBE/WBE/DSBE requirements.
- d. A description of the organization's management information and statistical analysis and reporting capabilities, including sample reports, if appropriate.
- e. Statement of Financial Condition
Demonstrate the financial capacity to perform the services described in the program proposal by providing the following financial information:

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

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

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

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

f. References

1. Describe previous experience on all recent projects of similar type of work, scope and magnitude.

2. Supply the following information for four (4) references that the City may contact regarding the Respondent's ability to provide the required Street Furniture services

a) Name and address of the organization;

b) Name, title and telephone number of the individual to be contacted;

c) A brief description of the services provided

3. Supply photographs, C.D.'s or other visual representations of the Respondent's Street Furniture existing in other cities that the Respondent believes will demonstrate its qualifications.

3. Design and Manufacturing Submission

a. Description

Program Proposals must contain a detailed description of how the Respondent plans to fulfill and if applicable, exceed the terms and conditions of the Scope of Services of this RFP. The description should also include any commitments to improve the design, technology and/or program services during the term of the Agreement.

The Respondent must clearly describe its conceptual approach to the design challenge for the entire Street Furniture Program.

b. Drawings:

The Respondent must submit color renderings or drawings that

accurately portray the concept of its proposal and portray how it will satisfy the objectives and issues described in the Scope of Services.

The following drawings are required:

- 1.** One citywide concept plan for the coordinated Street Furniture Program that represents the ideal implementation strategy.
- 2.** Three intersections or siting chosen by the Respondent that best represents the citywide concept in residential, commercial and historic settings (drawn to ¼ inch to 1 foot scale)
- 3.** Detailed drawings of each Street Furniture structure (drawn to a 1 inch to 1 foot scale) including in such drawings, a roof plan, front, side and rear elevations, and transverse and longitudinal sections. The drawings should depict construction methods, including the method of mounting the structure to the sidewalk, and structural, mechanical, electrical, and telecommunications details.

The drawings described above should be 36 inches by 48 inches and mounted on foam core presentation board. Drawings should provide dimensions, methods of construction, a description of the materials, finishes, colors and textures to be used. Respondents may be asked to supply supplemental items including perspective drawings, samples of materials or model photographs.

c. Scale Model

The respondent must submit at least one, ¼ inch to 1 foot scale model of each of the Street Furniture Structures or combinations of structures and elements that best represents its concept for the Coordinated Street Furniture Program. The models may be constructed in a manner that combines typical Street Furniture elements on a particular streetscape or intersection. Models should show the proposed colors and portray the materials, textures and finishes as accurately as possible.

4. Financial Analysis and Compensation Proposal

a. Cash Flow Projections - Proposers are required to use the format provided in Exhibit F to submit a projected cash flow analysis.

All amounts should be stated in thousands of US dollars. Footnotes may be submitted.

b. Compensation Proposal- The Proposer must provide an offer of compensation to the City for the rights granted under the proposed Agreement. Compensation must be bifurcated as follows:

i. A fixed guaranteed annual minimum fee, plus

ii. A percentage of the annual gross annual revenues earned in connection with the Agreement, plus

iii. Two bonus payments to the City. The first bonus payment is to be made within 30 days of City Council's approval of the contract. The second bonus payment is to be on the first day of the 56th month of the contract.

iv. A projector manager selected by and reporting to the City to remain on salary with the selected vendor whose responsibilities will include managing the implementation of the program and monitoring compliance with the contract terms.

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

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

Compensation based on a percentage of Gross Revenue will be paid to the City quarterly in arrears. Compensation will be based on build out as agreed to by the City and the selected Respondent.

The successful respondent must comply with the terms of the City's current transit shelter agreement, particularly those terms which govern the transition from the current transit shelter agreement to the new agreement awarded pursuant to this RFP. The current transit shelter agreement expires on December 31, 2010. However, the City may terminate the current transit shelter agreement after June 30, 2010 by providing sixty days advance written notice. The current transit shelter agreement provides that the City's current provider will receive a 20% commission from the successful Respondent to this RFP for pre-sold advertising. The commission would apply to any advertising

sold by the City’s current provider, provided such sales are made before that agreement expires or is terminated. However, the City’s current provider may not sell advertising for any period 180 days beyond the expiration or termination of the current transit shelter agreement. Respondents are responsible for understanding and agreeing to be bound by the terms and requirements of the current transit shelter agreement.

5. Additional Submission Documents

Respondent must provide the following documents and items with the submission:

- a. BGFE Forms (relating to the EOP) will be provided in an amendment posted to the website, the week of March 29th, 2010.
- b. Statement that all employees and sub-contractors of the Respondent will be subject to Drug Screening and Criminal Background checks (local and FBI)
- c. Description of any pending, contemplated or ongoing administrative or judicial proceedings material to Respondent’s business or finances including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to Respondent or to any subsidiary of Respondent or any subcontractor Respondent plans to use for the services.

6. Joint Venture Respondent Qualifications Requirements

To be selected for the coordinated Street Furniture Program, joint ventures must exhibit the following:

- a. A sound, viable management and organization structure, capable of consistent assertive prosecution of project objectives;
- b. The Joint Venture Managing Partner must be designated clearly, and assume a minimum of 51% of the financial responsibility and financial liability of the proposed venture;
- c. The participation of an operating entity providing the management, operational and capital capacity to provide the required services.
- d. The Joint Venture Managing Partner must be able to demonstrate a significant record of past accomplishment in coordinated Street Furniture Programs of a size and complexity comparable to that required by this RFP.
- e. The venture must comply with the City of Philadelphia “Joint Venture Eligibility Form”.

7. Notice to State Any Requested Exceptions to Contract Terms

Although not an exhaustive list, the more substantial of the City's standard contract terms and conditions for services of the type sought by this RFP (Contract Terms) are set forth in Section III.D of this RFP, entitled "Contract Terms and Conditions." By submitting a Proposal in response to this contract opportunity, the Respondent agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

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

If, after the City issues its Notice of Intent to Contract to an Respondent, the Respondent seeks Requested Exceptions to Contract Terms that were not stated in its Proposal, the City may, in its sole discretion, deny the Requested Exceptions to Contract Terms without consideration or reject the Proposal. Failure to enter into a contract on the basis of such new Requested Exceptions to Contract Terms shall be grounds for the City to call on any Proposal security furnished by the Respondent.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Respondents if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.

B. SUBMISSION REQUIREMENTS

1. eContract Philly

All Proposals must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts.

Respondents who have failed to file complete applications through the eContract Philly online application process will not be considered for the contract.

The electronic submission to eContract Philly must include at a minimum the documents required by Section III, A. 1. through 7. of this RFP, with the exception of the mounted drawings and model (s) required by Section III, A. 3. b. and c. which should be submitted as described below. Additional materials such as exhibits and C.D.'s may be delivered with the hard copies of the Proposal binders required below.

Proposals must be received no later than 5:00 p.m. on Monday, May 3, 2010

2. Printed Copies

In addition to the electronic submission described above, the City requires that Respondents provide ten (10) printed copies of the complete Proposal plus the scale models and other relevant exhibits to be delivered no later than 5:00 pm on Wednesday, May 5, 2010 :

Joan Schlotterbeck, Commissioner
Department of Public Property
City of Philadelphia
City Hall – Room 790
Philadelphia, PA 19107

The City will not accept Proposals that have not been both posted on eContractPhilly and received in hard copy format by the deadline described above.

3. Submission Format

Hard copies of Proposals must be submitted in sealed envelopes or packages. The outside of the envelope or package must clearly display the name of the project, "RFP for a Street Furniture Program for the City of Philadelphia." The Respondent's name and address must be clearly printed on the outside of the envelope(s) or package(s).

4. Campaign Contribution Disclosures

Please note (as previously described) that Respondents must disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. For more information, please consult the reference materials found on the website, e-mail econtractphilly@phila.gov

or call 215-686-4914.

5. eContract Philly - Timely Download

Respondents are encouraged to start and complete their online applications on eContract Philly as early as possible. Respondents should be aware that internet connection speed depends on a variety of factors including: configuration of Respondent's computer, configuration of Respondent's business or home network, the condition of the wiring at Respondent's location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Proposal and other application documents will not be considered submitted until Respondents sign the application and click on the "submit" button at the conclusion of the eContract Philly process.

6. eContract Philly – Downloading Large Documents

Respondents can begin uploading (or attaching) their Proposals and other application materials at any time. It is especially prudent for Respondents to start uploading their attachments earlier if they have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Until Respondents sign and submit their applications, their materials are not accessible to any staff with the City of Philadelphia. Once Respondents have signed and submitted their applications, their applications are accessible only to appropriate contract staff within the City of Philadelphia.

C. CONDITIONS OF SUBMISSION OF PROPOSAL

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

1. Requests for Information

Any question, requests for clarification, or request for additional information regarding this RFP must be submitted in writing (email, facsimile or hard copy) no later than two weeks prior to the submission date to:

Andrew Stober, Director of Strategic Initiatives, Mayor's Office of Transportation and Utilities
City of Philadelphia
Municipal Services Building – 14th Floor
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102

Telephone No. 215- 686-8158
Fax No. 215- 686-3479
Email: andrew.stober@phila.gov

Or alternatively to:

Joan Schlotterbeck, Commissioner
Department of Public Property
City of Philadelphia

City Hall – Room 790
Philadelphia, PA 19107

Telephone No. 215- 686-4430
Fax No. 215- 686-4498
Email: joan.schlotterbeck@phila.gov

2. Addenda to the RFP

The City may, at its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, matters addressed at pre-Proposal conference(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate.

All such addenda, questions received and the City’s responses will be posted on eContractPhilly as supplemental documents to the original RFP for the benefit of all Respondents. Respondents should periodically check the website for this supplemental information.

No oral response by any employee or agent of the City will be binding on the City or will in any way be considered a commitment by the City.

3. Duly Authorized Signature

The Proposal must contain the signature of a duly authorized officer or agent of the Respondent’s company with the power to bind the company to the requirements and terms and conditions contained herein. Proposals submitted without such signature may, within the City’s sole discretion, be rejected without consideration.

The Respondent, by signing its Proposal, certifies (a) that its Proposal is genuine and is not made in the interest of, or on the behalf of, any undisclosed person or entity; (b) that it has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Department of Public Property.

4. Responsibility for Costs

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

5. Proposals Binding

By signing and submitting its proposal, each Respondent agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for

this RFP. A Respondent's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Respondent's Proposal may, in the City's sole discretion, result in rejection of Respondent's proposal and shall be grounds for the City to call on any Proposal security furnished by the Respondent.

6. Complete Proposals

It is the Respondent's sole responsibility to review and verify the completeness of its Proposal.

7. Proposal Exceptions

Proposals must satisfy all requirements set forth in this RFP, including, but not limited to, the Proposal Procedures and Requirements in Section III A. and B.; and must address and respond to each element of the scope of work and specifications in Section II Scope of Services and the Appendices. Any Proposal that does not adhere strictly to these conditions may, at the sole discretion of the City, be rejected as not responsive to the RFP. The City recognizes that some Respondents may use terminology or employ techniques that differ from those described in the RFP. Any such deviations from or exceptions to the specifications and requirements of the RFP must be clearly identified and fully described, including a full description of the scope of the deviation or exception, its impact on all affected items of the work and a detailed description of the functional and/or revenue advantages and disadvantages to the City. The City reserves the right to determine, in its sole discretion, whether any such deviation(s) or exception(s) make the Proposal non-responsive or otherwise unacceptable.

8. Oral Presentations

Selected Respondents may, in the sole discretion of the City, be asked to present their Proposals in person to the City representatives at one of its offices in Philadelphia. The costs of such presentations will be borne solely by the Respondents.

9. Public Presentation

The successful Respondent will be expected to conduct a public charette of the proposal to receive public feedback. The Respondents will be expected to provide visualizations and scale models.

10. Customer Site Inspection

The City, at its option, may inspect the Respondent's work at one or more sites where the Respondent's street furniture is installed and services provided.

11 Prime Contractor Responsibility

Respondents have the option of subcontracting a portion of the services they propose. All subcontractors will be subject to approval by the City prior to Agreement execution, the successful Respondent will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. The successful Respondent will be solely responsible for the performance of all work set forth in any final contract and for the price set forth in the contract. The successful Respondent will cause the appropriate provision

of its Proposal to be inserted in all subcontracts to insure fulfillment of all contractual provisions by subcontractors.

The City's consent to or approval of any subcontract or subcontractor proposed by a Respondent will not create or purport to create any obligation of the City to any such subcontractor; and any Respondent who obtains such approval or consent will be required to insert a clause so providing in all subcontracts.

12. Complete Services/Product

The successful Respondent shall be required, among other things, (a) to furnish all tools, equipment, supplies, superintendence, transportation, and other execution accessories, services, and facilities; (b) to furnish all materials, supplies and equipment specified and required to be incorporated in the completed work; (c) provide and perform all necessary labor; (d) execute and complete all work in accordance with good technical practice; with due diligence; and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant contract, if any; and (e) return all materials given as source materials to the Department of Public Property.

13. Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services sought by this RFP will require the prior written approval of the City.

14. Proposers Restricted

No Proposal will be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Respondent may be the prime contractor or Proposer for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or Proposers. Any Proposal may be rejected that, in the City's sole judgment, violates these conditions.

15. Acceptance of Terms and Conditions of RFP

All Proposals submitted are subject to the terms and conditions set forth in Section III C., D. and E. and elsewhere in this RFP. Except as provided in Section III. A.8 regarding a statement of Requested Exceptions to Contract Terms, the Respondent, by signing and submitting its proposal, expressly acknowledges and agrees to all terms and conditions contained in this RFP.

16. Proprietary and Disclosure Rights

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on City or any other party, including any Respondent to this RFP or future Proposer to any RFP, which may be issued by City. This RFP is not intended to grant any rights hereunder to any Respondent to this RFP or future Proposer to any RFP, which may be issued by City in connection to this RFP.

Any response to this RFP, including written documents and verbal

communication, may be subject to public disclosure by City or any authorized agent, representative or employee of City. Any materials submitted or ideas elicited in response to this RFP will be the sole and absolute property of City, and City will have title thereto and unrestricted use thereof.

18. City Council Approval Condition to Agreement

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

D. CONTRACT TERMS and CONDITIONS

The City will negotiate an Agreement (also referred to as Contract) with the successful Respondent. Although not exhaustive, the following terms and conditions are generally required by the City in contracts for services of the type sought in this RFP. Respondents are reminded that they should state any request to deviate from these Contract Terms in a clearly identified section of their Proposal (See Section III A.8.).

1. Term

The City proposes that the Agreement resulting from this RFP will commence as of the date of execution of the Contract and will have an initial term of up to Twenty (20) years.

2. Office of Economic Opportunity – M/W/DSBE Participation

For this RFP, the Successful Respondent will furnish an Economic Opportunity Plan as set forth in Exhibit H. Questions related to this requirement should be addressed to:

Candace Hitchcock, Office of Economic Opportunity
Room 330 MSB - 1401 JFK Boulevard
Philadelphia, PA 19102
215 686-3875

3. Certificate of Non- Indebtedness

Respondent hereby certifies and represents that Respondent and Respondent's parent company(ies), subsidiary(ies) or affiliate(s) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of the Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia),

liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the successful Respondent acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to the successful Respondent under the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Respondent shall be liable for all excess costs and other damages resulting from the termination).

The successful Respondent shall require all subconsultants or subcontractors performing work in connection with the Agreement to be bound by the preceding provisions and the successful Respondent shall cooperate fully with the City in exercising the rights and remedies described in the Agreement or otherwise available at law or in equity

4. Insurance

The successful Respondent will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City's Risk Manager may, at his sole discretion, establish different minimum limits based on the final scope of work for the project.

Insurance Policies:

a. Workers Compensation and Employers Liability

1. Workers Compensation: Statutory limits

2. Employers Liability: \$500,000 each Accident Bodily Injury by Accident; \$500,000 Each Employee Bodily Injury by Disease; and \$500,000 Limit Bodily Injury by Disease.

3. Other States coverage and Pennsylvania Endorsement.

b. General Liability Insurance

1. Limit of liability: combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.

2. Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent Contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

c. Automobile Liability

1. Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

2. Coverage: Owned, non-owned and hired vehicles.

d. Professional Liability Insurance

1. Limit of liability: \$1,000,000 with a deductible not to exceed \$25,000.

2. Coverage: Errors and omissions including,

3. Coverage for occurrences happening during the the performance of the services required under the Agreement will be maintained in full force and effect under the policy or “tail” coverage for a period of a least two (2) years after completion of the services.

e. Insurance must be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to City. All insurance, except the Professional Liability insurance, must be written on an “occurrence” basis and not a “claims-made” basis.

f. In no event will the City permit work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to City in the event coverage is materially changed, canceled, or non-renewed.

g. The City of Philadelphia, its officers, employees, and agents, must be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of City will invalidate the coverage.

5. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees, and agents, from and against any and all losses, costs and expenses, including but not limited to litigation costs, settlement fees and expenses, and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the work under the Contract and/or arising out of or resulting in whole or in part from the use or occupancy of the demised premises, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to maintain a drug-free work site and workforce and any other breach of the Contract, regardless of the inherent nature of the work and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is

caused in whole or in part by the negligent act or omission of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section. The Contractor shall further indemnify, defend and hold harmless the City from and against any and all claims, demands, liens, causes of action, liabilities and judgments of any kind asserted against the City by any of Contractor's subcontractors or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Contract for the Contractor and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) and Contractors obligations under this section will survive termination of this Agreement.

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

6. Performance Bond

Upon the execution of the Agreement, the successful Respondent will, at its sole cost and expense, provide the City with a performance bond, as prepared by the Law Department of the City. The bond will guarantee the Respondent's faithful performance of the obligations under the Agreement including the installation, maintenance, operation and removal of the Street Furniture structures and also provide for the in-kind replacement and repair of sidewalks. The performance bond must be provided by a surety company acceptable to the City. The bond will be required for the term of the Agreement, and any and all renewal terms or will be renewed in a sequence to achieve the term of the Agreement.

The amount of the bond will equal to the cost of the installation, maintenance, operation and removal of the Street Furniture structures as estimated by the Respondent in the Financial Analysis and Compensation Proposal section of this RFP. The Performance Bond may be reduced proportionately with the successful implementation of the Street Furniture structures as provided in the installation schedule to be exhibited in the Agreement.

7. City Audit

From time to time during the Initial Term and any Additional Term(s) of the Agreement, and for a period of five (5) years after termination or expiration of the Agreement, the City may audit the successful Respondent's performance under the Agreement. Audits may be conducted by representatives of the Department or other authorized City representatives including, without limitation, the City Controller. If so requested, Respondent shall submit to the City all vouchers or invoices presented for payment pursuant to the Agreement, all cancelled checks, work papers, books, records and

accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Agreement. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

8. Termination for Default

If Respondent commits or permits an event of default, as set forth in this Section, the City shall so notify Respondent in writing, specifying in reasonable detail the nature of the default. Respondent shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, the City may terminate the Agreement by providing Respondent with written notice of termination for default. The following shall constitute events of default on the part of Respondent:

- (a) Respondent's failure to comply with any provision, term, or condition of this Contract.
- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Respondent for the benefit of creditors, or any action taken or suffered by Respondent under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) falseness of any warranty or representation of Respondent contained in any of the Contract Documents;
- (d) misappropriation by Respondent of any funds provided under the Contract or failure by Respondent to notify the City upon discovery of any misappropriation;
- (e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Respondent, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or
- (f) indictment of or issuance of charges against Respondent, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

9. Sales and Use Tax Exemption

The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. Respondent hereby assigns to the City all of its right, title

and interest in any sales or use tax which may be refunded as a result of any materials purchased in connection with the Contract, and unless directed by the City, Respondent shall not file a claim for any sales or use tax refund subject to this assignment. Respondent authorizes the City, in its own name or the name of Respondent, to file a claim for a refund of any sales or use tax subject to this assignment.

10. Unavailability of Funds

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Respondent, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Respondent shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued. The Vendor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

11. Ethics Requirements

To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

(a) Gifts

Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City may solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

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

If a Respondent offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 02-04, the Respondent may be subject to sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

(b) City employee interest in City contracts

In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no Proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All Respondents are required to disclose any current City employees or officials who are employees or officials of the Respondent's firm, or who otherwise would have a financial interest in the contract.

(c) Conflict of Interest

The State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code §20-608.

12. Tax Requirements

The successful Respondent shall be subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is

awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes “doing business” in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- (a) Business Privilege Tax;
- (b) Net Profits Tax; or
- (c) City Wage Tax

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

13. Americans With Disabilities Act

Respondent understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Respondent shall comply with all provisions of the Americans With Disabilities Act (the “Act”), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Respondent, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Respondent shall comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of “The Americans With Disabilities Act,” as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Respondents.

14. Limited English Proficiency

Respondent understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under the eventual Contract on the basis of that limitation. As a condition of accepting and executing the Contract, Respondent shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, “Access to Federally Funded City

Programs and Activities for Individuals with Limited English Proficiency” dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Respondent, (b) to the benefits, services, activities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Respondent shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Respondents.

15. Business Interests in Northern Ireland

In accordance with Section 17-104 of The Philadelphia Code, the successful Respondent by executing an Agreement will be required to certify and represent that (i) Respondent (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) does not have, and will not have at any time during the term of the Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless the Respondent has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of the Agreement, the successful Respondent will agree 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. The successful Respondent further agrees that it will include the provisions of this paragraph with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of the Agreement.

The successful Respondent agrees to cooperate with the 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. Respondent expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of the Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood.

16. Non-Discrimination; Fair Practices

The Agreement will be entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing under the Agreement, the successful Respondent will not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, the successful Respondent will, in performing under the Agreement, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Section 9-1100) and the Mayor's Executive Order No. 04-86, as each may be amended from time to time, both of which prohibit, among other things, discrimination against individuals because of race, color, sex, sexual orientation, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), marital status, presence of children or source of income, in employment, housing and services in places of public accommodation. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, declare a breach of the Agreement in addition to any other rights or remedies available under the Agreement.

17. Business, Corporate and Slavery Era Insurance Disclosure

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

The Respondent expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph will constitute a substantial breach of the Agreement entitling the City to all rights and remedies provided in the Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

18. Contributions

In accordance with Section 17-1402 of The Philadelphia Code, Respondent represents on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and none shall be made during the term of the Contract by Respondent, any Subcontractor, or any party from which a contribution can be attributed to the Respondent or Subcontractor, that would render the Respondent or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and shall make

the Respondent liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Respondent allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Subsection 4.1(k) (Contributions), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Respondent shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Subsection 18 (Contributions) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

A. Pursuant to the attribution rules of Section 17-1405, Respondent shall, during the term of the Contract and for one year thereafter, disclose any contribution of money or in-kind assistance the Respondent, Subcontractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

- (i) Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Respondent or of a Consultant.
- (ii) It shall not be a violation of Subsection 18. A. if Respondent fails to disclose a contribution made by a Consultant because the Respondent was unable to obtain such information from the Consultant, provided the Respondent demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:
 - a) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of the Respondent;
 - b) Including in such agreement a provision requiring the Consultant to provide the Respondent in a timely manner with all information required to be disclosed under the

provisions of Philadelphia Code Section 17-1400, and providing, in effect, that the agreement will be terminated by the Respondent if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Respondent as of the date of such termination;

c) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Respondent to comply with the provisions of Philadelphia Code Section 17-1400; and

d) Invoking the termination provisions of the written agreement in a full and timely manner.

(iii) The Respondent shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Respondent, any officer, director or management employee of the Respondent, or any Person representing the Respondent, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Respondent shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

a) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be.

b) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Respondent shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

19. Contract Preparation Fee

Pursuant to §17-701 of The Philadelphia Code, the successful Respondent will be

required to pay a contract preparation fee.

20. Assignment

The successful Respondent shall not assign or otherwise transfer its rights, duties or obligations under the Contract, except with the prior written consent of the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Respondent of any rights, duties or obligations under the Contract relieve Respondent from its duties or obligations hereunder or change the terms of the Contract. Respondent retains full responsibility for and guarantees the performance of any and all assignees and transferees of Respondent, including but not limited to, their subcontractors, notwithstanding the assignment or transfer.

21. No Waiver

No failure by either party to insist upon the strict performance of any provision, condition, covenant or limitation of the Contract or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment or sum due under the Contract during the continuance of any such breach (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such provision, condition, covenant or limitation. No provision, condition, covenant or limitation of the Contract to be kept, observed, or performed, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the party to be bound. Any waiver of any breach shall be limited to the breach so waived, and shall not affect or alter the Contract; each and every provision, condition and limitation of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22. Partial Invalidity

If any provision of the Contract or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or become unenforceable because of judicial construction, the remaining provisions of the Contract, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of the Contract shall be valid and be enforced to the fullest extent permitted by law.

23. No Third-Party Beneficiaries

Nothing in the Contract is intended to confer a third party beneficiary right upon any person or entity.

24. Amendments

The Contract may not be changed, amended, augmented, rescinded, or discharged (other than by performance), in whole or in part, except by a writing signed by the City and the successful Respondent. This Contract may be amended by the City and without the consent or joinder of any other party.

25. Execution in Counterparts

The Contract may be executed in any number of counterparts, each of which need not be fully executed by both parties hereto, but all counterparts hereof, taken together, shall be considered one single agreement as if both parties had executed the same counterpart.

26. Governing Law

The Contract shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

27. Captions

Any heading preceding the text of the several Sections and Subsections hereof are inserted solely for the convenience of reference and shall not constitute a part of the Contract, nor shall they affect its meaning, construction or effect.

E. EVALUATION CRITERIA

1. Evaluation Principles

A contract will be awarded based upon the Respondent's qualifications and experience at design and manufacturing, the maintenance and operation of street furniture and the compensation proposal.

2. Selection Committee

A Selection Committee comprised of individuals from several City departments and agencies will conduct a preliminary review of all proposals to qualify respondents. To qualify for full evaluation of a proposal the Respondent must demonstrate on the basis of documentation provided that it has the necessary financial, technical, and management resources to perform the required services in a proper and satisfactory manner. The Respondent must be capable of becoming duly licensed in the City of Philadelphia.

3. Responsive Proposals Considered

Only those Proposals which are responsive to this RFP will be reviewed by the Selection Committee.

4. Compensation as an Evaluation Factor

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

5. Evaluation Factors

Evaluation factors to be considered include, but are not limited to, those described in the section below, and may also include any other factors which the City considers relevant to its evaluation of each proposal. No particular order of importance or other priority is reflected by the order of the factors listed below:

- a. The Respondent's business integrity and financial soundness, including adequate access to capital.
- b. The Respondent's demonstrated experience and ability to produce high quality and comprehensive Coordinated Street Furniture Programs.
- c. The level of skill and capabilities of the Respondent's management, technical staff and field personnel.
- d. The Respondent's demonstrated experience at operating and maintaining Street Furniture in an urban setting.
- e. The quality of the Respondent's plan and level of experience for marketing the Street Furniture structures to both local and national advertisers

f. The Respondent's ability to clearly articulate and illustrate a comprehensive and coordinated program that addresses the City's objectives and provides innovative and creative solutions to the siting and design challenges presented in the Scope of Services.

g. The quality of the design of the Street Furniture structures, including functionality, aesthetics, security, durability of materials, access for people with disabilities.

h. The Respondent's plan and ability to meet or exceed the buildout requirements specified in the RFP.

i. The Respondent's documented plans for maintaining and operating the Street Furniture structures from a City based operations center. This includes the local allocation of resources (management, staff, materials, equipment, etc.).

j. The Respondent's ability to provide quality maintenance, repair and replacement services throughout the term of the Agreement.

k. The Offer of Compensation for the rights granted under the proposed Agreement

l. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves

m. Eligibility under Code provisions relating to campaign contributions

n. Superior prior experience of Applicant and staff

o. Superior quality, efficiency and fitness of proposed solution for City Department

p. Superior skill and reputation, including timeliness and demonstrable results

q. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women

r. Administrative and operational efficiency, requiring less City oversight and administration

s. Anticipated long-term effectiveness

t. Meets prequalification requirements

SECTION IV – RESERVATION OF RIGHTS, CONFIDENTIALITY AND PUBLIC DISCLOSURE

A. Reservation of Rights¹

By Responding to this RFP, the Respondent understands and agrees to this reservation of rights by the City:

1. City's Reservation of Rights in Connection with the RFP Process

The City reserves and may exercise any one or more of the following rights and options with respect to its RFP process:

- a. to reject any and all proposals and to reissue a RFP at any time prior to execution of a final contract;
- b. to issue a new RFP with terms and conditions substantially different from those set forth in a previous RFP;
- c. to issue a new RFP with terms and conditions that are the same or similar as those set forth in a previous RFP in order to obtain additional proposals;
- d. to extend a RFP in order to allow for time to obtain additional proposals prior to the RFP application deadline;
- e. to cancel a RFP with or without issuing another RFP.

2. Proposal Selection Process and City's Reservation of Rights in Connection with Selection of Proposal(s) for Review

The City reserves and may exercise any one or more of the following rights and options with respect to its selection process:

- a. to reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a RFP or it is otherwise in the best interest of the City to reject the proposal;
- b. to supplement, amend, substitute or otherwise modify a RFP at any time prior to award of one or more Respondents for negotiation;
- c. to reject the proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially, or technically incapable or is otherwise not a responsible Respondent;
- d. to reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the RFP or contains erasures;

¹ The City's reservation of rights stated in the main text above also appears on the eContract Philly web site where a City solicitation document such as this RFP is referred to as a "notice of contract opportunity."

ambiguities, alterations or items of work not called for by the RFP;

e. to waive any informality, defect, non-responsiveness and/or deviation from the RFP that is not, in the City's sole judgment, material to the proposal;

f. to permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission and before contract award and/or contract execution.

3. Proposal Evaluation Process and City's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation

Proposals which the City determines, in its sole discretion, are responsive to a RFP will be reviewed and evaluated by the City. The City reserves the right to request Respondents to make one or more presentations to the City at the City's offices at Respondent's sole cost and expense, addressing Respondent's ability to achieve the objectives of the RFP. The City further reserves the right to conduct on-site investigations of the Respondent's facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the RFP.

The City reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the City, in its sole discretion, determines that doing so is in the City's best interest. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the RFP in order to solicit new Respondents. The City reserves the right not to enter into any contract with any Respondent, with or without the re-issuance of a RFP, if the City determines that such is in the City's best interest.

B. Confidentiality and Public Disclosure

The successful Respondent shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The

successful Respondent agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney’s fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Respondent or any person acquiring such information, directly or indirectly, from the successful Respondent.

By submission of a proposal, Respondents acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required there under. Without limiting the foregoing sentence, the City’s legal obligations shall not be limited or expanded in any way by an Respondent’s assertion of confidentiality and/or proprietary data.



STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	10TH ST	MARKET ST	E
EXISTING	10TH ST	MARKET ST	W
EXISTING	10TH ST	WALNUT ST	W
EXISTING	11TH ST	MARKET ST	E
EXISTING	11TH ST	MARKET ST	W
EXISTING	11TH ST	CHESTNUT ST	S
EXISTING	11TH ST	LOCUST ST	S
EXISTING	11TH ST	LOMBARD ST	S
EXISTING	11TH ST	WALNUT ST	S
EXISTING	11TH ST	WALNUT ST	W
EXISTING	11TH ST	PATTISON AV	N
EXISTING	12TH ST	MARKET ST	W
EXISTING	12TH ST	WALNUT ST	N
EXISTING	13TH ST	MARKET ST	E
EXISTING	13TH ST	WALNUT ST	W
EXISTING	15TH ST	MARKET ST	N
EXISTING	15TH ST	WALNUT ST	W
EXISTING	16TH ST	CHESTNUT ST	S
EXISTING	16TH ST	WALNUT ST	W
EXISTING	16TH ST	FITZWATER SEC	S
EXISTING	16TH ST	JFK BLVD	S
EXISTING	16TH ST	MOYAMENSING ST	S
EXISTING	16TH ST	SPRING GARDEN ST	S
EXISTING	17TH ST	MARKET ST	N
EXISTING	17TH ST	WALNUT ST	W
EXISTING	17TH ST	CHESTNUT ST	E
EXISTING	18TH ST	WALNUT ST	W
EXISTING	18TH ST	CHESTNUT ST	E
EXISTING	19TH ST	WALNUT ST	W
EXISTING	19TH ST	CHESTNUT ST	E
EXISTING	19TH ST	CHESTNUT ST	N
EXISTING	19TH ST	JFK BLVD	N
EXISTING	19TH ST	JFK BLVD	N
EXISTING	19TH ST	VINE ST	N
EXISTING	20TH ST	WALNUT ST	W
EXISTING	20TH ST	CHESTNUT ST	E
EXISTING	20TH ST	CHESTNUT ST	S
EXISTING	20TH ST	COMMERCE ST	N
EXISTING	21ST ST	WALNUT ST	W
EXISTING	21ST ST	CHESTNUT ST	E

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	21ST ST	WINTER ST	N
EXISTING	22ND ST	WALNUT ST	W
EXISTING	22ND ST	CHESTNUT ST	E
EXISTING	22ND ST	CHESTNUT ST	S
EXISTING	22ND ST	SOUTH ST	S
EXISTING	22ND ST	WINTER ST	S
EXISTING	23RD ST	CHESTNUT ST	N
EXISTING	33RD ST	DAUPHIN ST	N
EXISTING	33RD ST	DIAMOND ST	N
EXISTING	33RD ST	SPRUCE ST	S
EXISTING	33RD ST	WALNUT ST	S
EXISTING	34TH ST	SPRUCE ST	N
EXISTING	4TH ST	ARCH ST	N
EXISTING	4TH ST	MARKET ST	N
EXISTING	54TH ST	CITY AV	N
EXISTING	54TH ST	UPLAND WAY	N
EXISTING	58TH ST	GREENWAY AV	N
EXISTING	60TH ST	LANSDOWNE AV	N
EXISTING	63RD ST	COLUMBIA AVE	N
EXISTING	65TH ST	WOODLAND AV	S
EXISTING	66TH AV	16TH ST	W
EXISTING	6TH	MARKET ST	E
EXISTING	7TH ST	CHESTNUT ST	S
EXISTING	7TH ST	MARKET ST	E
EXISTING	7TH ST	MARKET ST	W
EXISTING	7TH ST	WALNUT ST	W
EXISTING	84TH ST	CRANE ST	S
EXISTING	84TH ST	LINDBERGH BLVD	W
EXISTING	8TH ST	ARCH ST	N
EXISTING	8TH ST	MARKET ST	N
EXISTING	8TH ST	MARKET ST	E
EXISTING	8TH ST	MARKET ST	W
EXISTING	8TH ST	RACE ST	N
EXISTING	8TH ST	WALNUT ST	W
EXISTING	9th ST	MARKET ST	E
EXISTING	9th ST	MARKET ST	W
EXISTING	ACADMEY RD	AVALON ST	N
EXISTING	ACADMEY RD	GRANT AV	N
EXISTING	ACADMEY RD	RED LION RD	N
EXISTING	ALLEGHENY AV	ARAMINGO AV	E

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	ALLEGHENY AV	FRANKFORD AV	E
EXISTING	ARAMINGO AV	ALLEGHENY AV	S
EXISTING	ARCH ST	11TH ST	E
EXISTING	ARCH ST	19TH ST	E
EXISTING	ARCH ST	20TH ST	E
EXISTING	ARCH ST	4TH ST	E
EXISTING	ARCH ST	7TH ST	E
EXISTING	BALTIMORE AV	43RD ST	W
EXISTING	BALTIMORE AV	53RD ST	W
EXISTING	BALTIMORE AV	58TH ST	W
EXISTING	BARTRAM AV	84TH ST	E
EXISTING	BARTRAM AV	84TH ST	W
EXISTING	BARTRAM AV	TINICUM AV	E
EXISTING	BARTRAM AV	TINICUM AV	W
EXISTING	BELMONT AV	CONSHOHOCKEN AV	S
EXISTING	BELMONT AV	MANTUA AV	N
EXISTING	BROAD ST	66TH AV	N
EXISTING	BROAD ST	ARCH ST	N
EXISTING	BROAD ST	BERKS ST	N
EXISTING	BROAD ST	CALLOWHILL ST	S
EXISTING	BROAD ST	CALLOWHILL ST	N
EXISTING	BROAD ST	CB MOORE AV	S
EXISTING	BROAD ST	CHESTNUT ST	N
EXISTING	BROAD ST	CHRISTIAN ST	N
EXISTING	BROAD ST	CHRISTIAN ST	S
EXISTING	BROAD ST	CURTIN ST	S
EXISTING	BROAD ST	FEDERAL ST	N
EXISTING	BROAD ST	GRANGE AV	S
EXISTING	BROAD ST	JACKSON ST	S
EXISTING	BROAD ST	LOCUST ST	S
EXISTING	BROAD ST	LOUDON ST	S
EXISTING	BROAD ST	MONTGOMERY AV	S
EXISTING	BROAD ST	MONTGOMERY AV	N
EXISTING	BROAD ST	NORRIS ST	S
EXISTING	BROAD ST	PACKER AV	S
EXISTING	BROAD ST	PATTISON AV	S
EXISTING	BROAD ST	PINE ST	S
EXISTING	BROAD ST	PINE ST	N
EXISTING	BROAD ST	SPRUCE ST	N
EXISTING	BROAD ST	SPRUCE ST	S

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	BROAD ST	RISING SUN AV	N
EXISTING	BROAD ST	ROCKLAND ST	N
EXISTING	BROAD ST	RUSCOMB ST	S
EXISTING	BROAD ST	S PENN SQ	S
EXISTING	BROAD ST	SOMERVILLE AV	N
EXISTING	BROAD ST	SPRING GARDEN ST	N
EXISTING	BROAD ST	TASKER ST	N
EXISTING	BROAD ST	TIOGA ST	S
EXISTING	BROAD ST	ZINKOFF SEC	S
EXISTING	BROAD ST	WALNUT ST	N
EXISTING	BROAD ST	WALNUT ST	S
EXISTING	BUSTLETON AV	HALDMEAN AV	N
EXISTING	BUSTLETON AV	BLEIGH AV	E
EXISTING	BUSTLETON AV	BOWLER ST	N
EXISTING	BUSTLETON AV	COTTMAN AV	S
EXISTING	BUSTLETON AV	COTTMAN AV	N
EXISTING	BUSTLETON AV	GLENDALE AV	N
EXISTING	BUSTLETON AV	HELLERMAN ST	N
EXISTING	BUSTLETON AV	HENDRIX ST	N
EXISTING	BUSTLETON AV	LAWLER ST	N
EXISTING	BUSTLETON AV	LEVICK ST	N
EXISTING	BUSTLETON AV	MAGEE AV	N
EXISTING	BUSTLETON AV	RHAWN ST	N
EXISTING	BUSTLETON AV	RHAWN ST	S
EXISTING	BUSTLETON AV	SOLLY AV	S
EXISTING	BUSTLETON AV	TOMLINSON RD	N
EXISTING	BUSTLETON AV	TYSON AV	N
EXISTING	BUSTLETON AV	VERREE RD	N
EXISTING	CASTOR AV	GLENDALE AV	N
EXISTING	CASTOR AV	HOFFNAGLE ST	N
EXISTING	CASTOR AV	MAGEE AV	S
EXISTING	CB MOORE	12TH ST	E
EXISTING	CB MOORE	13TH ST	E
EXISTING	CB MOORE	BROAD ST	E
EXISTING	CB MOORE	BROAD ST	W
EXISTING	CHAMPLOST AV	A ST	E
EXISTING	CHESTER AV	43RD ST	W
EXISTING	CHESTNUT ST	32ND ST	W
EXISTING	CHESTNUT ST	34TH ST	W
EXISTING	CHESTNUT ST	40TH ST	W

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	CITY AV	BELMONT AV	W
EXISTING	CITY AV	CONSHOHOCKEN AV	W
EXISTING	CITY AV	PRESIDENTIAL BLVD	W
EXISTING	CIVIC CENTER BLVD	34TH ST	E
EXISTING	COLUMBUS BLVD	DOCK ST	S
EXISTING	CONSHOHOCKEN AV	E COUNTRY CLUB RD	E
EXISTING	CONSHOHOCKEN AV	W COUNTRY CLUB RD	E
EXISTING	COTTMAN AV	FRANKFORD AV	E
EXISTING	COTTMAN AV	HANFORD ST	E
EXISTING	COTTMAN AV	LORETTO AV	W
EXISTING	COTTMAN AV	RISING SUN AV	W
EXISTING	COTTMAN AV	ROOSEVELT BLVD	E
EXISTING	COTTMAN AV	RUPERT ST	E
EXISTING	ERIE AV	A ST	E
EXISTING	ERIE AV	A ST	W
EXISTING	ERIE AV	KENSINGTON AV	E
EXISTING	FORD RD	CRANSTON RD	E
EXISTING	FRANKFORD AV	RHAWN ST	S
EXISTING	FRANKFORD AV	WELLINGTON AV	S
EXISTING	FRANKFORD AVE	KNORR ST	S
EXISTING	GERMANTOWN AV	ASHMEAD PL	N
EXISTING	GERMANTOWN AV	CHELTEN AV	S
EXISTING	GERMANTOWN AV	ERIE AV	N
EXISTING	GERMANTOWN AV	HAINES ST	N
EXISTING	GERMANTOWN AV	SEDGWICK ST	S
EXISTING	GERMANTOWN AV	TIOGA ST	S
EXISTING	GERMANTOWN AV	NORTHWESTERN	N
EXISTING	GIRARD AV	11TH ST	E
EXISTING	GIRARD AV	12TH ST	E
EXISTING	GIRARD AV	17TH ST	E
EXISTING	GIRARD AV	29TH ST	E
EXISTING	GIRARD AV	39TH ST	E
EXISTING	GIRARD AV	8TH ST	E
EXISTING	GIRARD AV	PALMER ST	E
EXISTING	GREENE ST	CHELTEN AV	E
EXISTING	HENRY AV	INDIAN QUEEN LN	W
EXISTING	HENRY AV	WALNUT LN	E
EXISTING	HUNTING PARK	L ST	N
EXISTING	HUNTING PARK	STOKLEY ST	E
EXISTING	HUNTING PARK	STOKLEY ST	W

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	JFK BLVD	15TH ST	E
EXISTING	JFK BLVD	15TH ST	E
EXISTING	JFK BLVD	17TH ST	E
EXISTING	JFK BLVD	18TH ST	E
EXISTING	JFK BLVD	19TH ST	E
EXISTING	JFK BLVD	20TH ST	E
EXISTING	LANCASTER AV	41ST ST	W
EXISTING	LANCASTER AV	47TH ST	E
EXISTING	LANCASTER AV	47TH ST	W
EXISTING	LANDSDOWNE AV	60TH ST	S
EXISTING	LANDSDOWNE AV	56TH ST	W
EXISTING	LEHIGH AV	17TH ST	E
EXISTING	LEHIGH AV	20TH ST	W
EXISTING	LEHIGH AV	22ND ST	E
EXISTING	LEHIGH AV	FRONT ST	E
EXISTING	LEHIGH AV	GERMANTOWN AV	E
EXISTING	LEHIGH AV	LAWRENCE ST	W
EXISTING	LINDBERGH BLVD	68TH ST	W
EXISTING	LINDBERGH BLVD	70TH ST	E
EXISTING	LINDBERGH BLVD	72ND ST	W
EXISTING	LINDBERGH BLVD	73RD ST	W
EXISTING	LINDBERGH BLVD	78TH ST	E
EXISTING	LINDBERGH BLVD	80TH ST	W
EXISTING	LINDLEY AV	BROAD ST	E
EXISTING	LOMBARD ST	12TH ST	E
EXISTING	LOMBARD ST	17TH ST	E
EXISTING	LOMBARD ST	8TH ST	E
EXISTING	MARKET ST	Between 7th and 8th	W
EXISTING	MARKET ST	Between 8th and 9th	E
EXISTING	MARKET ST	Between 8th and 9th	W
EXISTING	MARKET ST	Between 9th and 10th	E
EXISTING	MARKET ST	Between 9th and 10th	W
EXISTING	MARKET ST	Between 10th and 11th	W
EXISTING	MARKET ST	Between 11th and 12th	E
EXISTING	MARKET ST	Between 12th and 13th	E
EXISTING	MARKET ST	20TH ST	W
EXISTING	MARKET ST	21ST ST	W
EXISTING	MARKET ST	29TH ST	W
EXISTING	MARKET ST	4TH ST	E
EXISTING	MARKET ST	4TH ST	W

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	MARKET ST	5TH ST	E
EXISTING	MATTIS ST	DOCK ST	N
EXISTING	MORRIS ST	BROAD ST	W
EXISTING	OGONTZ AV	74TH AV	N
EXISTING	OGONTZ AV	76TH AV	S
EXISTING	OLD YORK	CHAMPLOST AV	S
EXISTING	OLD YORK	MEDARY	W
EXISTING	OLD YORK	STENTON AV	N
EXISTING	OLNEY AV	19TH ST	W
EXISTING	OREGON AV	20TH ST	W
EXISTING	OREGON AV	21ST ST	W
EXISTING	OREGON AV	5TH ST	E
EXISTING	OREGON AV	BROAD ST	E
EXISTING	OREGON AV	BROAD ST	W
EXISTING	OXFORD AV	PRATT ST	S
EXISTING	PARKSIDE AV	49TH ST	W
EXISTING	PASSYUNK AV	19TH ST	E
EXISTING	PATTISON AV	20TH ST	E
EXISTING	PATTISON AV	LAWRENCE ST	E
EXISTING	RHAWN ST	ROWLAND AV	W
EXISTING	RIDGE AV	CUMBERLAND RD	E
EXISTING	RIDGE AV	DOMINO LN	W
EXISTING	RIDGE AV	GREEN LN	E
EXISTING	RIDGE AV	HERMITAGE ST	E
EXISTING	RIDGE AV	WALNUT LN	E
EXISTING	RIDGE AV	WALNUT LN	W
EXISTING	RIDGE AV	MAIN ST	E
EXISTING	RISING SUN	ADAMS AV	E
EXISTING	RISING SUN	BENNER ST	N
EXISTING	RISING SUN	COMLY ST	N
EXISTING	RISING SUN	MARTINS MILLS RD	N
EXISTING	ROOSEVELT BLVD	BORBECK AV	N
EXISTING	ROOSEVELT BLVD	GRANT AV	N
EXISTING	ROOSEVELT BLVD	HALDEMAN AV	N
EXISTING	ROOSEVELT BLVD	HORNIG ST	N
EXISTING	ROOSEVELT BLVD	RED LION RD	S
EXISTING	ROOSEVELT BLVD	WOODWARD ST	N
EXISTING	ROOSEVELT BLVD	LANGDON ST	W
EXISTING	SPRING GARDEN	17TH ST	E
EXISTING	SPRING GARDEN	7TH ST	W

STATUS	STREET	INTERSECTING STREET	DIRECTION
EXISTING	SPRING GARDEN	8TH ST	E
EXISTING	SPRING GARDEN	8TH ST	W
EXISTING	SPRING GARDEN	BROAD ST	E
EXISTING	SPRUCE ST	38TH ST	W
EXISTING	SPRUCE ST	49TH ST	E
EXISTING	SPRUCE ST	60TH ST	W
EXISTING	STATE RD	I-95	N
EXISTING	STENTON AV	MT PLEASANT AV	W
EXISTING	TASKER ST	BROAD ST	E
EXISTING	TORRESDALE AV	CHELTENHAM AV	N
EXISTING	TORRESDALE AV	ROBBINS AV	S
EXISTING	UNIVERSITY AV	WOODLAND AV	W
EXISTING	UNIVERSITY AV	WOODLAND AV	E
EXISTING	VERREE RD	SUSQUEHANNA RD	N
EXISTING	VINE ST	19TH ST	E
EXISTING	VINE ST	20TH ST	E
EXISTING	WADSWORTH AV	PICKERING AV	N
EXISTING	WALNUT LN	HENRY AV	N
EXISTING	WALNUT ST	39TH ST	E
EXISTING	WAYNE AV	SCHOOL HOUSE LN	E
EXISTING	WECCACOE ST	IKEA DRIVEWAY	S
EXISTING	WOODLAND AV	43RD ST	E
EXISTING	WOODLAND AV	50TH ST	E
EXISTING	YORK ST	26TH ST	E
EXISTING	ZOOLOGICAL ST	GIRARD AV	S
SUGGESTED	11TH	MARKET ST	N
SUGGESTED	11TH ST	MARKET ST	N
SUGGESTED	12TH	CHESTNUT ST	S
SUGGESTED	16TH	MARKET ST	N
SUGGESTED	20TH	PARKWAY	N
SUGGESTED	20TH	WALNUT ST	N
SUGGESTED	20TH	B.F. PARKWAY	N
SUGGESTED	20TH	RACE ST	N
SUGGESTED	20TH ST	PATTISON AV	N
SUGGESTED	20TH ST	RESERVE LA	N
SUGGESTED	21ST	B.F. PARKWAY	S
SUGGESTED	22ND	MARKET ST	N
SUGGESTED	22ND	B.F. PARKWAY	N
SUGGESTED	22ND	WALNUT ST	N
SUGGESTED	22ND	SOMERSET AV	N

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	23RD	WALNUT ST	S
SUGGESTED	27TH ST	ALLEGHENY AV	N
SUGGESTED	2ND	MARKET ST	S
SUGGESTED	30TH	MARKET ST	S
SUGGESTED	33RD ST	SUSQUEHANNA AV	S
SUGGESTED	33RD ST	NORRIS ST	S
SUGGESTED	33RD ST	NORRIS ST	S
SUGGESTED	33RD ST	BERKS ST	S
SUGGESTED	33RD ST	MONTGOMERY AV	S
SUGGESTED	33RD ST	C.B. MOORE AV	S
SUGGESTED	33RD ST	OXFORD ST	S
SUGGESTED	38TH	WALNUT ST	N
SUGGESTED	3RD	MARKET ST	N
SUGGESTED	3RD	CHESTNUT	N
SUGGESTED	40TH ST	LANCASTER AV	S
SUGGESTED	41ST ST	LANCASTER AV	N
SUGGESTED	4TH	CHESTNUT ST	S
SUGGESTED	4TH	WALNUT ST	S
SUGGESTED	52ND	WALNUT ST	S
SUGGESTED	52ND ST	WALNUT ST	N
SUGGESTED	52ND ST	WALNUT ST	S
SUGGESTED	56TH ST	MARKET ST	N
SUGGESTED	56TH ST	MARKET ST	S
SUGGESTED	5TH	OLNEY AV	N
SUGGESTED	5TH ST	NEDRO AV	S
SUGGESTED	60TH ST	PINE ST	N
SUGGESTED	63RD ST	CITY AVE	N
SUGGESTED	66TH	BROAD ST	W
SUGGESTED	7500 LINDBERGH BLVD	@ USPS	E
SUGGESTED	7500 LINDBERGH BLVD	ACROSS FROM USPS	W
SUGGESTED	7TH ST	C.B. MOORE AV	N
SUGGESTED	7TH ST	NORRIS ST	N
SUGGESTED	8540 VERREE RD	LAFAYETTE REDEEMER	S
SUGGESTED	9TH ST	MARKET ST	N
SUGGESTED	ACADEMY RD	COMLY RD	S
SUGGESTED	ACADEMY RD	GRANT AVE	S
SUGGESTED	ALLEGHENY AV	TULIP ST	W
SUGGESTED	ALLEGHENY AV	BROAD ST	E
SUGGESTED	ALLEGHENY AV	BROAD ST	W
SUGGESTED	ARAMINGO AV	TIOGA ST	N

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	ARAMINGO AV	TIOGA ST	S
SUGGESTED	ARAMINGO AV	CASTOR AV	N
SUGGESTED	ARAMINGO AV	CASTOR AV	S
SUGGESTED	ARAMINGO AV	CASTOR AV	N
SUGGESTED	ARAMINGO AV	CASTOR AV	S
SUGGESTED	ARAMINGO AVE	VENANGO ST	W
SUGGESTED	ARCH ST	15TH ST	W
SUGGESTED	ARCH ST	18TH ST	W
SUGGESTED	B.F. PARKWAY	22ND ST	W
SUGGESTED	BALTIMORE AVE	46TH ST	E
SUGGESTED	BERKS ST	4TH ST	E
SUGGESTED	BERKS ST	4TH ST	W
SUGGESTED	BERKS ST	6TH ST	E
SUGGESTED	BERKS ST	6TH ST	W
SUGGESTED	BROAD ST	GLENWOOD AV	S
SUGGESTED	BROAD ST	ONTARIO ST	S
SUGGESTED	BROAD ST	TIOGA ST	S
SUGGESTED	BROAD ST	66TH ST	N
SUGGESTED	BROAD ST	OLNEY AV	S
SUGGESTED	BROAD ST	GIRARD AV	N
SUGGESTED	BROAD ST	GIRARD AV	S
SUGGESTED	BROAD ST	SUSQUEHANNA AV	N
SUGGESTED	BROAD ST	WYOMING AV	S
SUGGESTED	BROAD ST	ROOSEVELT BLVD	N
SUGGESTED	BROAD ST	GODFREY AV	N
SUGGESTED	BROAD ST	WESTMORELAND ST	S
SUGGESTED	BROAD ST	GLENWOOD AV	N
SUGGESTED	BROAD ST	CECIL B MOORE AV	S
SUGGESTED	BROAD ST	VINE ST	S
SUGGESTED	BROAD ST	VINE ST	N
SUGGESTED	BROAD ST	RITNER ST	N
SUGGESTED	BROAD ST	ARCH ST	N
SUGGESTED	BROAD ST	WALLACE ST	S
SUGGESTED	BROAD ST	ALLEGHENY AV	S
SUGGESTED	BROAD ST	ALLEGHENY AV	N
SUGGESTED	BROAD ST	SNYDER AV	N
SUGGESTED	BROAD ST	SNYDER AV	S
SUGGESTED	BUSTLETON AV	VEREE RD	N
SUGGESTED	BUSTLETON AV	PHILMONT ST	S
SUGGESTED	BUSTLETON AV	BLEIGH ST	S

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	BUSTLETON AV	ROOSEVELT BLVD	N
SUGGESTED	BUSTLETON AV	ROOSEVELT BLVD	S
SUGGESTED	BUSTLETON AV	PRESIDENT AV	N
SUGGESTED	BUSTLETON AV	PRESIDENT AV	S
SUGGESTED	BUSTLETON AV	FULMER ST	N
SUGGESTED	BUSTLETON AV	FULMER ST	S
SUGGESTED	CASTOR AV	COTTMAN AV	S
SUGGESTED	CASTOR AV	MAGEE ST	S
SUGGESTED	CHELTEN AV	GREENE AV	E
SUGGESTED	CHELTEN AV	GREENE AV	W
SUGGESTED	CHELTEN AV	GERMANTOWN AV	W
SUGGESTED	CHELTEN AV	GERMANTOWN AV	E
SUGGESTED	CHELTENHAM AV	MT. AIRY AV	S
SUGGESTED	CHELTENHAM AV	MT. PLEASANT AV	S
SUGGESTED	CHESTNUT ST	3RD ST	E
SUGGESTED	CHESTNUT ST	23RD ST	E
SUGGESTED	CHESTNUT ST	52ND ST	E
SUGGESTED	CHESTNUT ST	60TH ST	E
SUGGESTED	CITY AV	MONUMENT AV	E
SUGGESTED	CITY AV	KING'S GRANT DR	RD.,
SUGGESTED	CIVIC CENTER BLVD.	CONVENTION AV	N
SUGGESTED	COLUMBUS BLVD	COMMONS	S
SUGGESTED	COTTMAN AV	ROOSEVELT BLVD	E
SUGGESTED	COTTMAN AV	ROOSEVELT BLVD	W
SUGGESTED	COTTMAN AV	RISING SUN AV	W
SUGGESTED	COTTMAN AV	FRANKFORD AV.	E
SUGGESTED	COTTMAN AV	CASTOR AV	E
SUGGESTED	COTTMAN AV	CASTOR AV	W
SUGGESTED	COTTMAN AV	BUSTLETON AV	E
SUGGESTED	COTTMAN AV	BUSTLETON	W
SUGGESTED	COTTMAN AV	BUSTLETON	E
SUGGESTED	COTTMAN AV	HORROCKS ST	W
SUGGESTED	DELAWARE AV	FRANKFORD AV	
SUGGESTED	ERIE AV	GERMANTOWN AV	W
SUGGESTED	FRANKFORD AV	LEVICK ST	N
SUGGESTED	FRANKFORD AV	COTTMAN AV	S
SUGGESTED	FRANKFORD AV	COTTMAN AV	N
SUGGESTED	FRANKFORD AV	RHAWN ST	S
SUGGESTED	FRANKFORD AV	RYAN ST	S
SUGGESTED	FRANKFORD AV	LINDEN ST	N

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	FRANKFORD AV	DAUPHIN ST	S
SUGGESTED	FRANKFORD AV	PALMER ST	N
SUGGESTED	GERMANTOWN AV	ERIE AV	N
SUGGESTED	GERMANTOWN AV	CHELTEN AV	N
SUGGESTED	GIRARD AV	BROAD ST	E
SUGGESTED	GIRARD AV	BROAD ST	W
SUGGESTED	GIRARD AV	FRONT ST	E
SUGGESTED	GIRARD AV	FRONT ST	W
SUGGESTED	GIRARD AV	BROAD ST	E
SUGGESTED	GIRARD AV	BROAD ST	W
SUGGESTED	GRAYS FERRY	28TH ST	E
SUGGESTED	GRAYS FERRY	28TH ST	W
SUGGESTED	GRAYS FERRY	29TH ST	E
SUGGESTED	GRAYS FERRY	29TH ST	W
SUGGESTED	GRAYS FERRY	30TH ST	E
SUGGESTED	GRAYS FERRY	30TH ST	W
SUGGESTED	GRAYS FERRY	31ST ST	E
SUGGESTED	GRAYS FERRY	31ST ST	W
SUGGESTED	GREENE ST	CHELTEN AV	S
SUGGESTED	HAVERFORD AV	OVERBROOK AV	E
SUGGESTED	HENRY AV	WYGARD AV	S
SUGGESTED	HUNTING PARK AV	BROAD ST	W
SUGGESTED	ISLAND AV	LINDBERGH AV	E
SUGGESTED	ISLAND AV	LINDBERGH AV	W
SUGGESTED	JFK BLVD	30TH ST	E
SUGGESTED	JUNIPER ST	COMMERCE ST	N
SUGGESTED	KENSINGTON AV	TORRESDALE AV	N
SUGGESTED	KENSINGTON AV	TORRESDALE AV	S
SUGGESTED	KENSINGTON AV	ALLEGHENY AV	E
SUGGESTED	KENSINGTON AV	ALLEGHENY AV	W
SUGGESTED	LANCASTER AV	40TH ST	E
SUGGESTED	LANCASTER AV	40TH ST	W
SUGGESTED	LANCASTER AV	41ST ST	W
SUGGESTED	LEHIGH AV	22ND ST	E
SUGGESTED	LINDBERGH BLVD	ISLAND AV	N
SUGGESTED	LINDBERGH BLVD	ISLAND AV	S
SUGGESTED	LINDBERGH BLVD	70TH ST	N
SUGGESTED	LINDBERGH BLVD	72ND ST	E
SUGGESTED	LINDBERGH BLVD	70TH ST	E
SUGGESTED	MARKET ST	3RD ST	W

CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	MARKET ST	23RD ST	W
SUGGESTED	MARKET ST	40TH ST	W
SUGGESTED	MARKET ST	39TH ST	W
SUGGESTED	MARKET ST	2ND ST	W
SUGGESTED	MOYAMENSING AV	20TH ST	E
SUGGESTED	OGONTZ AV	CHELTEN/STENTON AVS.	N
SUGGESTED	OLNEY AV	BROAD ST	E
SUGGESTED	OLNEY AV	BROAD ST	W
SUGGESTED	OLNEY AV	5TH ST	E
SUGGESTED	OLNEY AV	5TH ST	W
SUGGESTED	PORT ROYAL ST	HENRY AV	E
SUGGESTED	RED LION RD	BUSTLETON AV	W
SUGGESTED	RHAWN ST	VERREE RD.	E
SUGGESTED	RHAWN ST	VERREE RD.	W
SUGGESTED	RIDGE	LEVERINGTON	S
SUGGESTED	RIDGE AV	WISSAHICKON TRAIN STATION	N
SUGGESTED	RISING SUN AV	LEVICK ST	S
SUGGESTED	RISING SUN AV	COTTMAN AV	N
SUGGESTED	RISING SUN AV	COTTMAN AV	S
SUGGESTED	ROOSEVELT BLVD	WELSH ST	N
SUGGESTED	ROOSEVELT BLVD	COMLY RD	N
SUGGESTED	ROOSEVELT BLVD	FULMER AV	S
SUGGESTED	ROOSEVELT BLVD	CASTOR AV	S
SUGGESTED	ROOSEVELT BLVD	TOWER AV	S
SUGGESTED	ROOSEVELT BLVD	PLAZA AV	S
SUGGESTED	ROOSEVELT BLVD	HALDEMAN AV	N
SUGGESTED	ROOSEVELT BLVD	BROAD ST	E
SUGGESTED	ROOSEVELT BLVD	BROAD ST	W
SUGGESTED	ROOSEVELT BLVD	BROAD ST	S
SUGGESTED	ROOSEVELT BLVD	HOLME ST	N
SUGGESTED	ROOSEVELT BLVD	WHITMAN ST	N
SUGGESTED	ROOSEVELT BLVD	TOMLINSON RD	S
SUGGESTED	ROOSEVELT BLVD	FAUNCE ST	S
SUGGESTED	ROOSEVELT BLVD	TOMLINSON RD	S
SUGGESTED	ROOSEVELT BLVD	RED LION AV	S
SUGGESTED	ROOSEVELT BLVD	RISING SUN AV	S
SUGGESTED	SNYDER AV	BROAD ST	W
SUGGESTED	SNYDER AV	BROAD ST	E
SUGGESTED	SNYDER AV	WATER ST	E
SUGGESTED	SNYDER AV	WATER ST	W

STATUS	STREET	INTERSECTING STREET	DIRECTION
SUGGESTED	SOUTH ST	22ND ST	E
SUGGESTED	SOUTH ST	5TH ST	E
SUGGESTED	SPRING GARDEN ST	23RD ST	W
SUGGESTED	SPRING GARDEN ST	17TH ST	E
SUGGESTED	SPRING GARDEN ST	BROAD ST	E
SUGGESTED	SPRUCE ST	52ND ST	W
SUGGESTED	SPRUCE ST	52ND ST	E
SUGGESTED	SPRUCE ST	40TH ST	E
SUGGESTED	STENTON AV	WASHINGTON LN	E
SUGGESTED	THE CRESCENT	KELLY DR	W
SUGGESTED	TORRESDALE AV	LEVICK ST	N
SUGGESTED	TORRESDALE AV	LEVICK ST	S
SUGGESTED	VERREE RD	RHAWN ST	N
SUGGESTED	VERREE RD	RHAWN ST	S
SUGGESTED	VINE ST	10TH ST	E
SUGGESTED	WADSWORTH AV	MICHENER AVE	W
SUGGESTED	WADSWORTH AV	PICKERING ST	E
SUGGESTED	WADSWORTH AV	CEDARBROOK AV	W
SUGGESTED	WALNUT ST	4TH ST	W
SUGGESTED	WALNUT ST	5TH ST	W
SUGGESTED	WALNUT ST	38TH ST	W
SUGGESTED	WALNUT ST	52ND ST	E
SUGGESTED	WALNUT ST	3RD ST	W
SUGGESTED	WALNUT LA	MORRIS ST	W
SUGGESTED	WALNUT ST	52ND ST	W
SUGGESTED	WASHINGTON LA	CHEW AV	N
SUGGESTED	WASHINGTON LA	CHEW AV	S
SUGGESTED	WASHINGTON LA	CHEW AV	E
SUGGESTED	WASHINGTON LA	CHEW AV	W
SUGGESTED	WAYNE AV	CHELTEN AV	N
SUGGESTED	WOODLAND AV	65TH ST	W
SUGGESTED	WYOMING ST	BROAD ST	E
SUGGESTED	WYOMING ST	BROAD ST	W

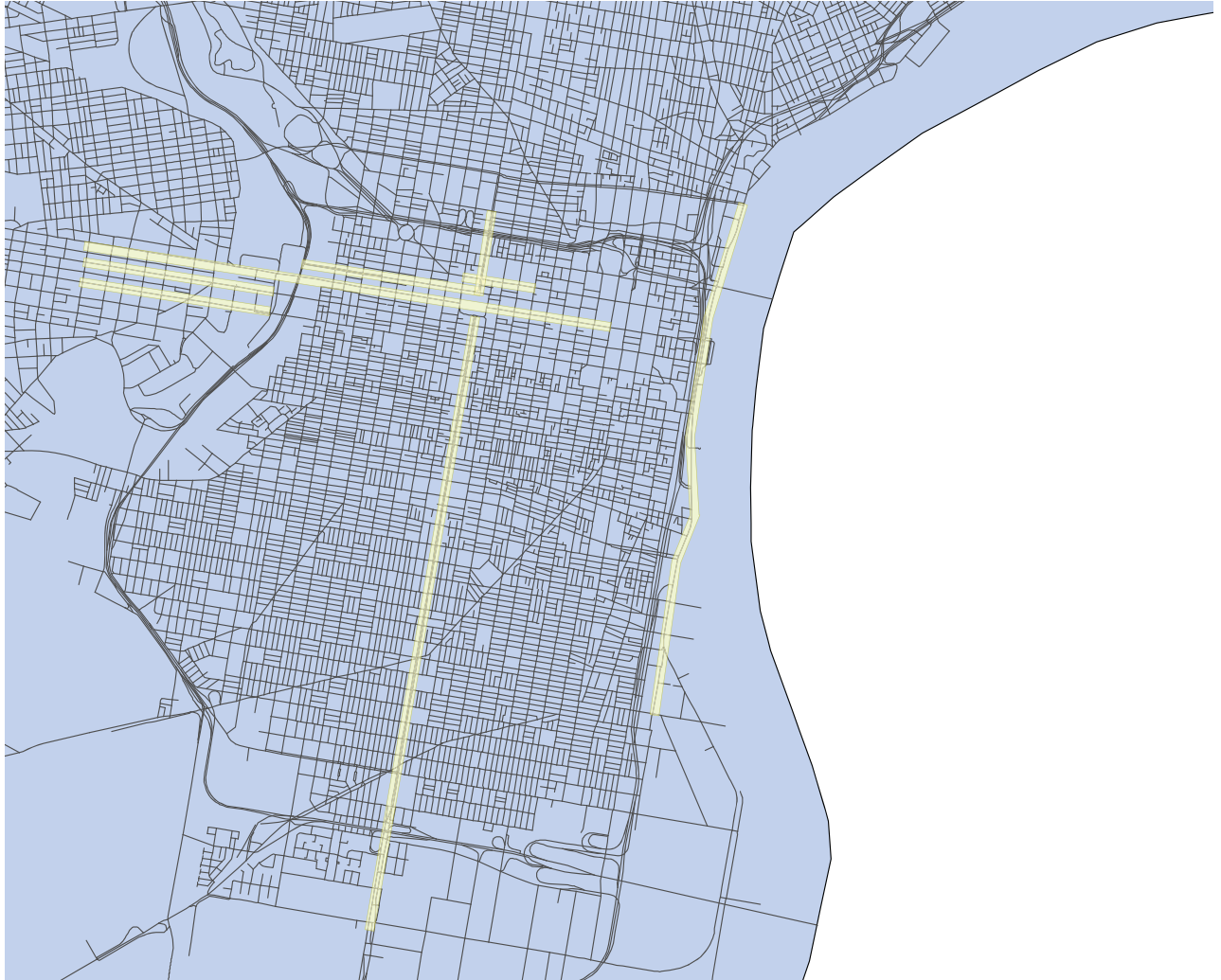
CONTENTS

INTRODUCTION

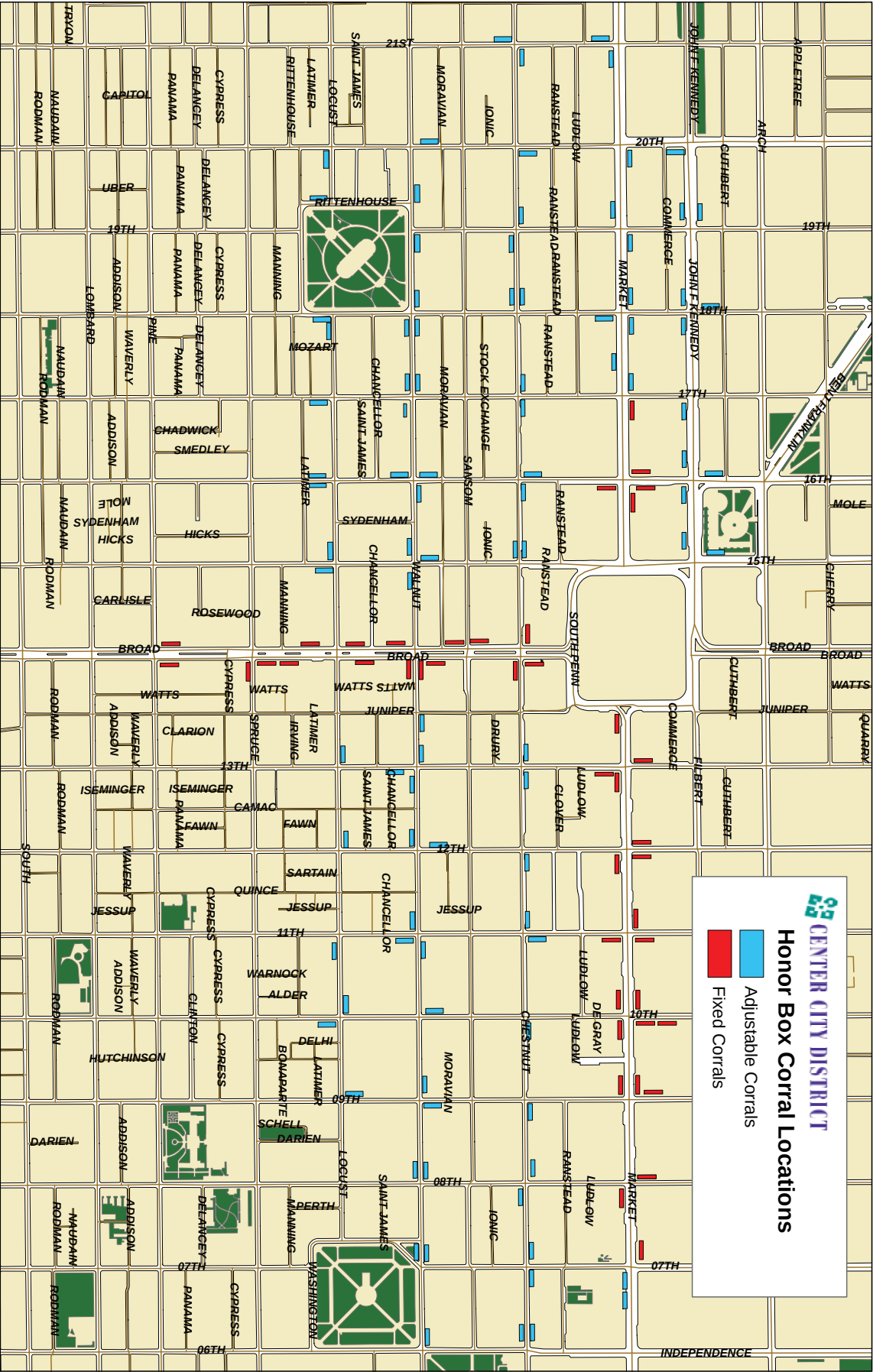
SCOPE OF SERVICES

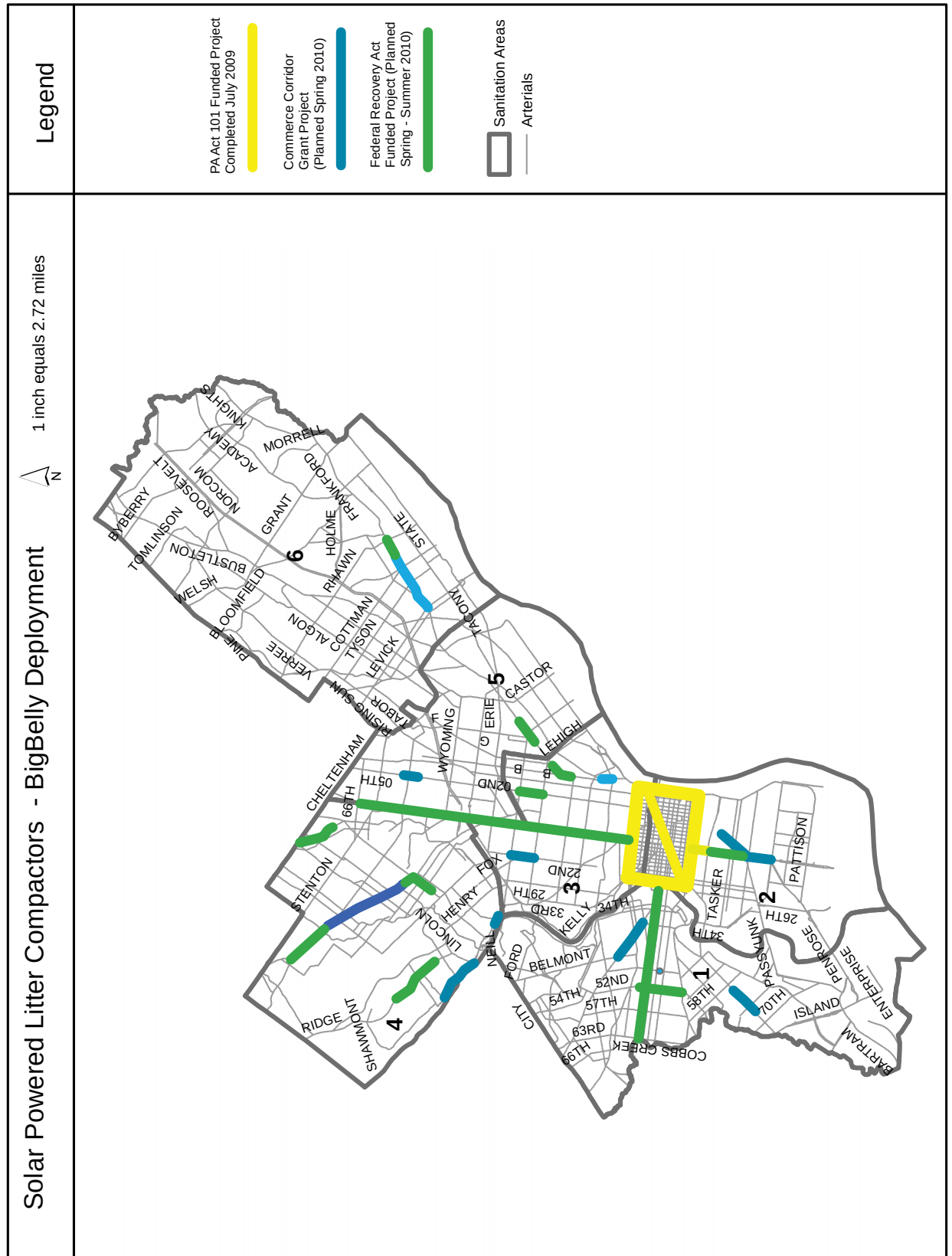
PROCEDURES &
REQUIREMENTSRIGHTS, CONFIDENTIALITY &
PUBLIC DISCLOSURE

EXHIBITS



- | | | |
|----|---|---------------------|
| 1) | Market St from 6th St to 40th St. | 26 potential panels |
| 2) | JFK Blvd from Broad St to 30th St. | 9 potential panels |
| 3) | N. Broad St from JFK Blvd to Callowhill St. | 5 potential panels |
| 4) | Arch St from 11th St. to 15th St. | 5 potential panels |
| 5) | Chestnut St. from 30th St. to 40th St. | 9 potential panels |
| 6) | Walnut St. from 30th St. to 40th St. | 9 potential panels |
| 7) | Columbus Blvd from Spring Garden to Snyder | 20 potential panels |
| 8) | S. Broad St from City Hall to Patison Ave. | 30 potential panels |





CONTENTS

INTRODUCTION

SCOPE OF SERVICES

PROCEDURES & REQUIREMENTS

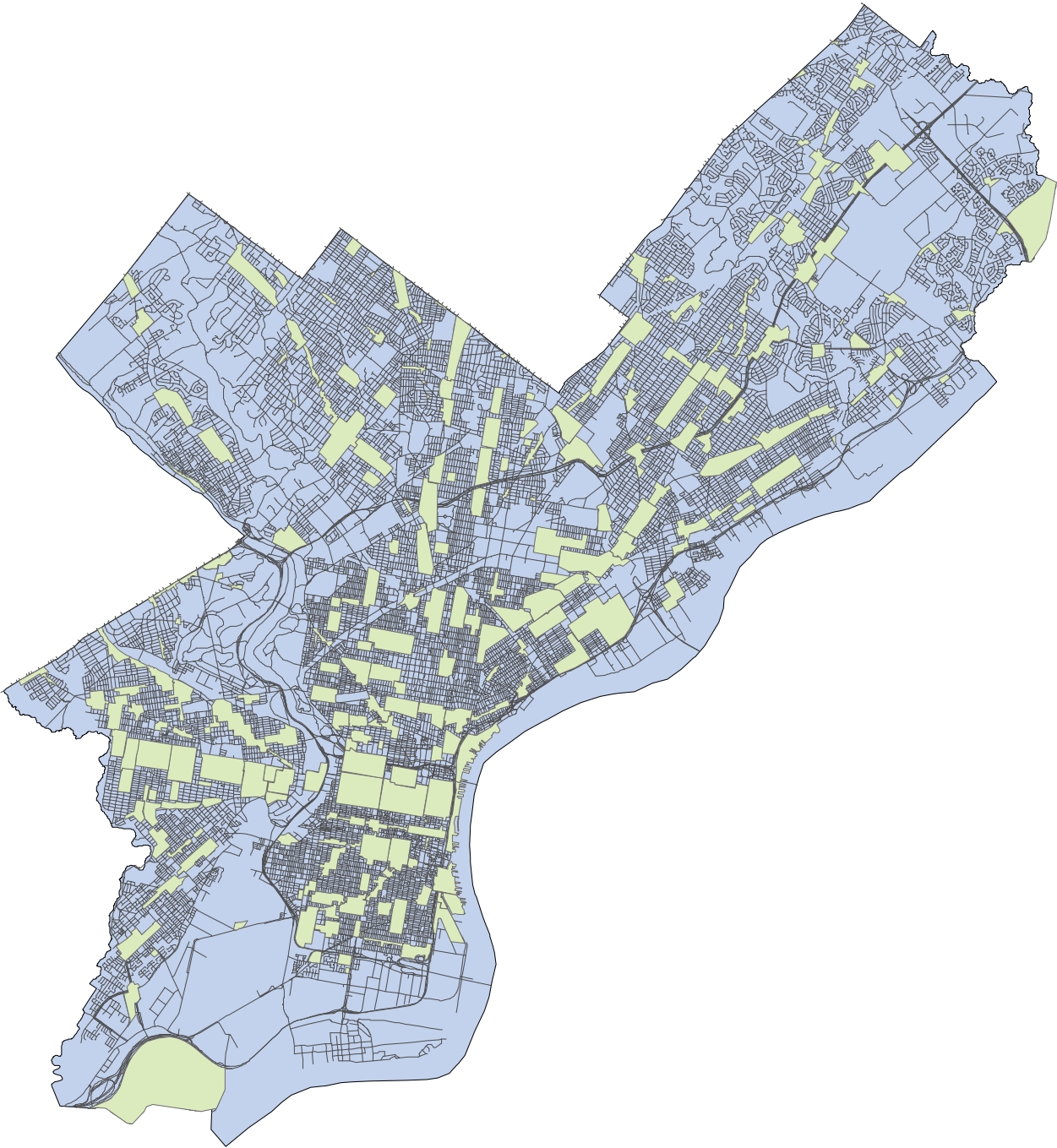
RIGHTS, CONFIDENTIALITY & PUBLIC DISCLOSURE

EXHIBITS



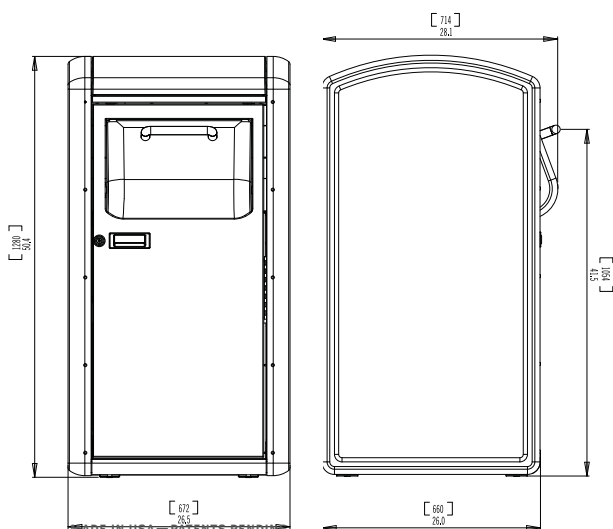
EXHIBIT E | E. Financial Analysis Template

The Financial Analysis Template is included as a separate Excel file.





Technical Specs



Overall Machine Dimensions

Height: 50.4" (1281mm)
 Width: 26.1" (664mm)
 Depth: 25.9" (657mm)
 Handle Height (ADA Compliant): 41.6" (1056mm)
 Weight: 300 lbs (136 kg)
 Trash Hopper Insertion Opening: 6" x 17" (152mm x 432mm)
 Bin Volume: 32 gallons
 Liner Bag: 32" H, 92" circumference (recommended thickness at least 2 mil)
 Conforms to ADAH standards

Compaction Features

Compaction Force: 1250 lbs. max.(570 kg)
 Cycle Time: 41 seconds (users can deposit trash during cycle—no lock-out)
 Motor Size: 1/6-HP DC gear-motor
 System Voltage: 12 Volts DC
 Drive System: Gear-motor with chain drive (non-hydraulic); ANSI No. 40 heavy-duty chains
 Fully automated, IC processor controlled system senses trash level, fullness and machine status
 3-color LED status lamps indicate compacted trash level, machine status and error codes
 Unique design achieves deep ram penetration
 Vertical ram travel provides even compaction

Materials

RoHS compliant
 Galvanized sheet metal steel interior and exterior construction (recycled content)
 Heavy duty plastic side panels for dent and scratch resistance (recycled content)
 Exterior Finish: polyester TGIC powder-coat finish for outdoor and salt-spray durability
 Trash Bin: single bin is leak proof made out of low-density polyethylene plastic

Photovoltaic System

Polycrystalline silicon cell module
 Nominal Output: 30 Watts
 Shock-dampening mount system
 PV panel protected by polycarbonate bubble
 Spill-proof, sealed maintenance-free 12V battery
 Charge maintained by Pulse Width Modulator
 Cordless, self-powered unit requires no wiring
 Fully portable – no installation required

Safety Features

CE approved
 Fully interlocked access doors protect users and service personnel
 Locked front trash removal door
 Separately keyed service access
 Fault-tolerant design for trash hopper insertion door prevents access to compaction area
 Low-voltage system

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v1.0



**City of Philadelphia
Economic Opportunity Plan
for
Street Furniture Program**

I. Introduction and Definitions

A. Executive Orders 02-05 and 14-08 establish an antidiscrimination policy relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises (collectively referred to hereafter as M/W/DSBEs) in City Contracts (the “Antidiscrimination Policy”). Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity (“OEO”). The purpose of the Antidiscrimination Policy is to provide equal opportunity for all businesses and to assure that City funds are not used directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. In support of the City’s Antidiscrimination Policy, Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan (“Plan”) memorializes the successful Respondent’s best and good faith efforts to provide meaningful and representative opportunities for M/W/DSBEs in contracts and covered projects and identifies the successful Respondent’s outreach and hiring activities for employing an appropriately diverse building trades workforce in connection with the contract or covered project. The City encourages M/W/DSBEs to respond as prime proposers or as joint venture partners, where the M/W/DSBE partner’s financial and business contribution is commercially acceptable.

This Request For Proposals (“RFP”) and any resulting Project are subject to the Plan requirements as described in Section 17-1603 (2). Accordingly, by submission of its Proposal, a responsible Respondent makes a legally binding commitment to abide by the provisions of this Plan which include Respondent’s commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce of tradespeople, including minority and female persons, in all phases of the contract awarded under this RFP.

Respondent hereby verifies that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

B. For the purposes of this Plan, MBE, WBE and DSBE shall refer to businesses so recognized by the City of Philadelphia by its Office of Economic Opportunity (“OEO”). For this Plan, the term “Best and Good Faith Efforts,” the sufficiency of which shall be in the sole determination of the City, means: a Respondent’s efforts, as evaluated by the City, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful business opportunities for M/W/DSBEs and building trades employment opportunities for journey person and apprentice minorities and females. The following are examples of Best and Good Faith Efforts:

- Respondent seeks assistance from the Philadelphia area building trades, pre-

apprenticeship and workforce development programs to conduct employment outreach and identify minority and female tradespeople for work on the project.

- Respondent adheres to a published policy of nondiscrimination in the hiring, retention and promotion of employees which includes communication of that policy to Respondent's contractor(s) and their project forepersons.
- Respondent makes commitments to use MBEs, WBEs and DSBES in its contract for commercially acceptable subcontracted services and material supply even when the Respondent might otherwise prefer to perform/supply these items without subcontracting.
- Respondent timely solicits through all reasonable and available means the interest of certified businesses that have the capability to perform the work of the contract. Such efforts include use of the OEO Registry of Certified Firms, solicitation through pre-bid meetings and job fairs, advertising in minority focused publications, written mailings to M/W/DSBEs. The Respondent must determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without any follow up, is not acceptable.
- Respondent provides interested MBEs, WBEs and DSBES adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Respondent provides arms length business assistance to interested M/W/DSBEs which may include access or introduction to major manufacturer/suppliers, lending institutions and union halls.
- Respondent negotiates in good faith with interested M/W/DSBEs. A Respondent using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of Chapter 17-1600 into consideration.

II. Economic Opportunity Plan Commitments

A. M/W/DSBE Participation

1. Participation Ranges

As a benchmark for the Respondent's expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in this contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this contract through the exercise of Respondent's best and good faith efforts. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBES to perform various elements of the contract. For this contract, participation ranges are established for two phases of the contract: 1. Design, Fabrication and Installation (e.g., architectural, construction) and 2. Operations and Maintenance (e.g., advertising sales, art display, trash hauling, janitorial services):

RFP	MBE	WBE	DSBE
PHASE One Design Fabrication Installation	30%-50% and/or	30%-50%	Best Efforts

RFP	MBE	WBE	DSBE
PHASE Two Operations Maintenance	30%-50% and/or	30%-50%	Best Efforts

a. Documentation of Best and Good Faith Efforts

Respondent shall respond to the Participation Ranges by completing the *Documentation of Best and Good Faith Efforts Form* (“BGFE Form”) in Section VI, documenting its solicitations and commitments with M/W/DSBEs, and detailing its exercise of best and good faith efforts to include M/W/DSBEs in the contract. The submission of the BGFE Form is an element of responsiveness and failure to include this form may result in the rejection of the proposal.

(1) The BGFE Form must include the company name, address, contact person, telephone number, facsimile number and OEO registry number of each M/W/DSBE firm solicited for participation under this RFP (regardless of the response by the firm), a detailed description of the services or the supply effort solicited/quoted and the dollar amount and percentage of contract commitments made to M/W/DSBE firms. Respondent must avoid using one-word descriptions of the services or supply effort and is required to submit copies of the supporting quotation(s) or letter(s) of intent. If no commitments are made, or if quotes were not received from M/W/DSBE firms solicited by the Respondent, Respondent must provide an explanation. Only firms that are recognized by OEO as certified M/W/DSBEs by the time of award will receive credit as a Best and Good Faith Effort. A list of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/mbec/directory or in printed format at the OEO offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

(2) The Respondent’s identified commitment to use an M/W/DSBE on the BGFE Form constitutes a representation by Respondent that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Respondent has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Respondent further represents that if Respondent is awarded the contract, Respondent will subcontract (or partner, in the case of a joint venture) with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the BGFE Form. The Successful Respondent must maintain its M/W/DSBE percentage commitments throughout the term of the contract, as it may be amended from time to time, and shall continue to exercise Best and Good Faith Efforts for the duration of the contract.

(3) A Respondent that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort only if the M/W/DSBE subcontractor performs a commercially acceptable function (“CAF”). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract, where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries

out its responsibilities by actually performing, managing and supervising the work involved. The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Respondent receives towards the participation ranges. For example, a Respondent using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

(4) In calculating the percentage of M/W/DSBE participation, Respondent shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the BGFE Form, the percentage will govern. For this contract, the percentage of M/W/DSBE participation will relate to the Respondent's Offer of Compensation which is both a fixed guaranteed annual minimum fee and a percentage of annual gross revenues.

(5) Upon award, the letters of intent, quotations and any other accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBES, including the BGFE Form, become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firms, changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Respondent is required to continue its Best and Good Faith Efforts.

B. Employment of a Diverse Workforce

1. Employment Benchmarks and Outreach

Respondent agrees to exhaust its Best and Good Faith Efforts to employ minority persons and females in its workforce. As evidence of its Best and Good Faith Efforts, Respondent shall establish and maintain a current list of minority and female recruitment sources and provide written notification to these recruitment sources, to community organizations and the trades unions when Respondent has employment opportunities available. Respondent shall maintain a record of the organizations' responses. Respondent agrees to contact the Diversity Apprenticeship Program, Careerlink Philadelphia, Opportunity Industrial Center, Greater Philadelphia Urban Affairs Coalition, Lucien Blackwell Apprenticeship Program and similar programs to identify tradespersons and employees. Respondent is encouraged to sponsor minority and female apprentices and consider working with representatives of trades unions to create apprenticeship opportunities for Philadelphia residents. Respondent is obligated to exhaust its Best and Good Faith Efforts to employ¹:

Minority Apprentices and Journeymen— 32% of all hours worked across all trades

Female Apprentices and Journeypersons— 7% of all hours worked across all trades

Respondent agrees that when a union with which Respondent has a collective bargaining agreement has impeded Respondent's efforts to meet its obligations hereunder, Respondent shall immediately refer this

¹ These goals are the recommendations of the Mayor's Commission on Construction Industry Diversity.

information to the City Official designated in the contract.

2. Training

If Respondent operates on-the-job training programs and/or participates/funds union administered training programs, Respondent is required to expressly include opportunities for minority persons, females and Philadelphia residents to participate in such programs, including apprenticeship and trainee programs relevant to Respondent's employment needs. Subject to any applicable journeyman-to-apprentice ratios, Respondent is required to maximize the use of apprentices on the project.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Respondent's Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Respondent's amendment to its BGFE Form.

2. Best and Good Faith Efforts will be evaluated on the basis of Respondent's BGFE Form and any other information requested from Respondent by the City.

B. Administrative Reconsideration

1. If the OEO determines that the Respondent has not made sufficient Best and Good Faith Efforts, the Respondent will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the Respondent did not make sufficient Best and Good Faith Efforts, its Proposal will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all proposals as deemed in the best interest of the City.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. The Successful Respondent agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Respondent must provide as required and maintain the following contract documentation for a period of three (3) years following the expiration or earlier termination of the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;

- Telephone logs and correspondence relating to M/W/DSBE commitments.

B. The Successful Respondent shall submit, on a quarterly basis for the duration of the contract and in a form acceptable to the City, reports which document the utilization and actual payments to committed M/W/DSBEs and hourly employment of minority persons and females in connection with Phase One and Phase Two of this contract (“Quarterly Reports”).

C. Prompt Payment of M/W/DSBEs

1. The Successful Respondent shall pay its M/W/DSBEs within five (5) business days after acceptance of work or materials from an M/W/DSBE.
2. The Quarterly Reports shall reconcile actual dollar amounts paid to M/W/DSBEs with M/W/DSBE commitments presented in the BGFE Form.

D. Oversight Committee

1. For this project, OEO establishes a Project Oversight Committee consisting of representatives from the Successful Respondent’s company, representatives of City Council, OEO, and any other appropriate individuals (“Committee”). The Committee will meet regularly and no less than bi-annually, to provide advice for the purpose of facilitating compliance with the Plan.
2. The Oversight Committee will meet no later than one (1) month after conformance of the contract.

V. Remedies and Penalties for Non-Compliance

A. The Successful Respondent agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Successful Respondent hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies discussed below, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Terminate the contract, in whole or in part.
- c. Suspend the Successful Respondent from proposing and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar value of the contract (MAG plus anticipated share of gross revenue) for each one percent (or fraction thereof) of the commitment shortfall.

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any

contract resulting from this RFP nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in any contract resulting from this RFP. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of any contract resulting from the RFP except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.