

**City of Philadelphia
Procurement Department**

Addendum No. 3 Date: April 28, 2016

Concession RFP # C-103-15R

Deadline for Submitting Proposals: May 3, 2016, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-103-15R

Big Belly Program

**RFP # C-103-15R
IS AMENDED AS FOLLOWS:**

Except as expressly amended by Addendum No. 3, the RFP is unchanged. Except as otherwise defined in Addendum No.3, capitalized words and phrases used in this Addendum No. 3 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from May 3, 2016 at 10:30 AM, Local Time to May 10, 2016 at 10:30 AM, Local Time**

**ADDENDUM NO. 3
ACKNOWLEDGEMENT OF RECEIPT**

CITY OF PHILADELPHIA, STREETS Department REQUEST FOR PROPOSAL, BIG BELLY PROGRAM, RFP#C-103-15R

I have carefully read Addendum No. 3 to the Request for Proposals for **the Big Belly Program**, and I certify that I have received all pages listed in Addendum No. 3.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 2 Date: April 26, 2016

Concession RFP # C-103-15R

Deadline for Submitting Proposals: May 3, 2016, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-103-15R

Big Belly Program

**RFP # C-103-15R
IS AMENDED AS FOLLOWS:**

Except as expressly amended by Addendum No. 1, the RFP is unchanged. Except as otherwise defined in Addendum No.1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

Part 1

See attached hereto (Sign-in Sheets from Non-Mandatory Pre-Proposal Meeting held on April 5, 2016).

Part 2

See Exhibit A attached hereto: Questions and Answers from Vendors for Concession RFP# C-103-15R. No other questions have been received to date.

ADDENDUM NO. 2
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, STREETS Department REQUEST FOR PROPOSAL, BIG BELLY PROGRAM, RFP#C-103-15R

I have carefully read Addendum No. 2 to the Request for Proposals for **the Big Belly Program**, and I certify that I have received all pages listed in Addendum No. 2.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**EXHIBIT A
STREETS DEPARTMENT
BIG BELLY PROGRAM
April 26, 2016**

QUESTION AND ANSWER SHEET

1. Can you please confirm that under the proposed RFP and mandated City of Philadelphia Concession Agreement structure that it is acceptable that two equal and independent parties jointly respond to the RFP and jointly provide advertising/media and Big Belly station maintenance and support services to the City?

Response: The following language should be added as a second paragraph to Section 4.4 AWARD:

“The City, at its sole option, may choose to work with a city-related non-profit agency in order to negotiate and manage the Concession. This may include entering into one or more contracts with the Respondents to this RFP.”

2. The RFP requires both Advertising Services and Big Belly Maintenance and Support Services. Can you please confirm that under the issued RFP, the City of Philadelphia would be willing to issue two independent contracts, one for Advertising Services and another for Big Belly Station Maintenance & Support Station?

Response: See response to question 1.

3. The RFP suggests that unless the respondent excludes sections of the RFP, they are considered part of the contract. Is this a correct interpretation?

Response: Section 1.8 of the RFP should be amended to read as follows:

ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP

A Respondent may provide the City with alternative terms and conditions in the Proposal. Any such alternatives shall be part of the Proposal evaluation, and the City, in its sole discretion, may determine that such proposed alternative terms and conditions make the Proposal unacceptable. The City, also in its sole discretion, may accept, reject or further negotiate any proposed alternative terms and conditions. Also see Section 3.2 4).

4. Can you identify 125 Big Belly Double stations in the current installed based that are in good working order that could be used as media stations?

Response: Yes, the City can identify units in good condition that could be reconditioned, assuming the Contractor provides criteria to assess the minimum acceptable condition.

5. Can the respondent provide the City with ownership immediately or over time? Is either acceptable?

Response: Both ownership options for new units are acceptable to the Streets Department assuming that in either case the Contractor is responsible for CLEAN licensing, communications, maintenance and cleaning for the contract term.

6. Big Belly 3 and Big Belly 4 stations are not retrofittable with foot pedals. Is this acceptable?

Response: It is acceptable if the Big Belly 3 and Big Belly 4 units cannot be retrofitted for the foot pedal option.

**City of Philadelphia
Procurement Department**

Addendum No. 1 Date: March 29, 2016

Concession RFP # C-103-15R

Deadline for Submitting Proposals: May 3, 2016 at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-103-15R

Big Belly Program

**RFP # C-103-15R
IS AMENDED AS FOLLOWS:**

Except as expressly amended by Addendum No. 1, the RFP is unchanged. Except as otherwise defined in Addendum No.1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

- The Optional Pre-Proposal Meeting scheduled for Wednesday, March 30, 2016 has been postponed until Tuesday, April 5, 2016 at 2:00 PM. The location for the meeting is the Municipal Services Building, 1401 JFK Blvd., 16th Floor, PA 19102.

ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, STREETS Department REQUEST FOR PROPOSAL, BIG BELLY PROGRAM, RFP#C-103-15R

I have carefully read Addendum No. 1 to the Request for Proposals for **the Big Belly Program**, and I certify that I have received all pages listed in Addendum No. 1.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date



RFP C-103-15R

Big Belly Program

Issued By:

The City of Philadelphia

Streets Department
Donald Carlton, Commissioner

&

Procurement Department
Trevor Day, Acting Commissioner

Optional Pre-Proposal Meeting

March 30, 2016 at 11:00 AM Local Time

Location: Municipal Services Building, 1401 JFK Blvd., 16th Fl., PA 19102

**SEALED PROPOSALS WILL BE RECEIVED UNTIL MAY 3, 2016
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")**

AT

**MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A, PHILADELPHIA,
PA 19102**

AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS

Questions regarding this Request for Proposals must be submitted in writing no later than

April 8, 2016 at 5:00 p.m. local time ("Deadline for Questions")

and directed to

Scott McGrath, Streets Department, Sanitation Division

by e-mail at Scott.McGrath@phila.gov

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS	1
1.2 PROJECT BACKGROUND.....	1
1.3 PROGRAM MAINTENANCE BACKGROUND.....	2
1.4 RESPONDENTS TO THIS RFP; CONCESSION AGREEMENT AND CONCESSIONAIRE.....	3
1.5 OPTIONAL PRE-PROPOSAL MEETING AND QUESTIONS.....	4
1.6 CONDITIONS REGARDING MATERIALS	4
1.7 RESERVATION OF RIGHTS.....	5
1.8 ACCEPTANCE OF TERMS AND CONDITIONS OF THIS RFP	6
1.9 DISCLAIMER	6
1.10 RESPONDENTS RESTRICTED.....	6
1.11 INFORMATION NOT WARRANTED.....	6

SECTION 2 - SCOPE OF SERVICES

2.1 GENERAL.....	7
2.2 PUBLIC SERVICE MESSAGES AND COMMERCIAL ADVERTISEMENTS	9
2.3 CITY PURCHASE OF BIG BELLY UNITS.	9
2.4 OWNERSHIP.....	9

SECTION 3 – PROCESS

3.1 PRE-QUALIFICATION – BASIC QUALIFICATIONS AND DESIGN	9
3.2 PROPOSAL REQUIREMENTS.....	10
3.3 PLAN REQUIREMENTS.....	11
3.4 SUBMISSION REQUIREMENTS	13

SECTION 4 - EVALUATION

4.1 SELECTION COMMITTEE	15
4.2 PRE-QUALIFICATION CRITERIA	15
4.3 PROPOSAL CRITERIA	15
4.4 AWARD	15

SECTION 5 – CONCESSION AGREEMENT TERMS AND CONDITIONS/GENERAL PROVISIONS

5.1 TERM	16
5.2 BONDING.....	16
5.3 TAX REQUIREMENTS	16
5.4 PARTICIPATION OF DISADVANTAGED, MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES IN CITY CONTRACTS	17
5.5 INSURANCE	17
5.6 AS-IS	18
5.7 ETHICS REQUIREMENTS	18
5.8 INDEMNIFICATION.....	19
5.9 AUDITS	19
5.10 CONFIDENTIAL/PROPRIETARY INFORMATION OF THE CITY	20
5.11 NON-DISCRIMINATION	20
5.12 CERTIFICATION OF NON-INDEBTEDNESS.....	21
5.13 COMPLIANCE WITH APPLICABLE LAWS	21

5.14	EVENTS OF DEFAULT	22
5.15	ASSIGNMENT PROHIBITED	23
5.16	ENTIRE AGREEMENT; NO AMENDMENT	23
5.17	SEVERABILITY	24
5.18	WAIVER OF JURY TRIAL	24
5.19	PLACE OF CONTRACT; GOVERNING LAW	24
5.20	COUNTERPARTS	24
5.21	NO JOINT VENTURE OR PARTNERSHIP	24
5.22	VENUE	24
5.23	VALIDITY OF CITY APPROVALS UNDER CONCESSION AGREEMENT ..	24
5.24	INTERPRETATION	25
5.25	TIME OF THE ESSENCE	25
5.26	FORCE MAJEURE EVENT	25
5.27	PHILADELPHIA 21 ST CENTURY MINIMUM WAGE AND BENEFITS STANDARDS	25
5.28	LOCAL BUSINESS ENTITY or LOCAL IMPACT CERTIFICATION	27
5.29	BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE	28
5.30	BUSINESS INTERESTS IN NORTHERN IRELAND, IRAN AND SUDAN. ...	28
5.31	CONTRACT PREPARATION FEE	29
5.32	CONCESSION AGREEMENT EFFECTIVENESS	29
5.33	THE PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT	29
5.34	DISCLOSURE OF WOMAN AS BOARD MEMBERS AND EXECUTIVE STAFF.	30

SECTION 6 – SIGNING OF MATERIAL

APPENDICES

- A. BIGBELLY INVENTORY
- B. MUNICIPAL ADVERTISING POLICY
- C. BIGBELLY WRAPS
- D. ECONOMIC OPPORTUNITY PLAN
- E. LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION
- F. TAX AND REGULATORY CLEARANCE STATEMENT
- G. WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF FORM

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Philadelphia, through its Department of Streets and its Procurement Department (collectively, the “**City**”), issues this Request for Proposals (“**RFP**”) for advertising rights on select City public litter and recycling receptacles. As background, the Streets Department’s Sanitation Division manages an inventory of Solar Powered Litter Compactors Units (“**BigBelly**”) that are deployed Citywide. There are about 970 Units with 375 Recycling attachments installed throughout the City with some additional units in storage or under repair. The City seeks an experienced firm to:

- 1) Manage a program for the sale of advertising on the Big Belly units that maximizes revenue available for the cleaning, maintenance, replacement and expansion of the Big Belly units.
- 2) Manage the cleaning and maintenance of Big Belly units to provide residents, commuters, and visitors with clean, well-maintained, and operating BigBelly units that enhance the livability of the City and complement an active street life.
- 3) Provide for the replacement and expansion of BigBelly units.

Items (1), (2), and (3) of this Section 1.1 shall be referred to, collectively, as the “**Services.**” The City will choose the qualified firm or joint venture that offers the best Service terms for the City and has demonstrated expertise in generating advertising revenue, operating, and maintaining outdoor advertising assets.

1.2 PROJECT BACKGROUND

The City’s BigBelly program, managed by the Streets Department’s Sanitation Division, was implemented through numerous phases. The first phase began in July 2009 with the installation of units in Center City over a three year period. During Phase 1, 432 BigBelly units were installed in Center City (River to River, Spring Garden to South Streets and on Broad Street south to Washington Ave.). Of these units, 192 included attached recycling bins (“**Recyclers**”).

Phase 2 of the City’s BigBelly program deployed in April 2010 to September 2011 included various business corridors. This deployment included 203 BigBelly units with 78 Recyclers attached.

Phase 3 of the City’s BigBelly Program deployed in July 2010 to October 2011 included additional business corridors and completed North Broad Street to Stenton Avenue as well as filling in parts of South Broad Street. This deployment included 224 units with 76 Recyclers attached.

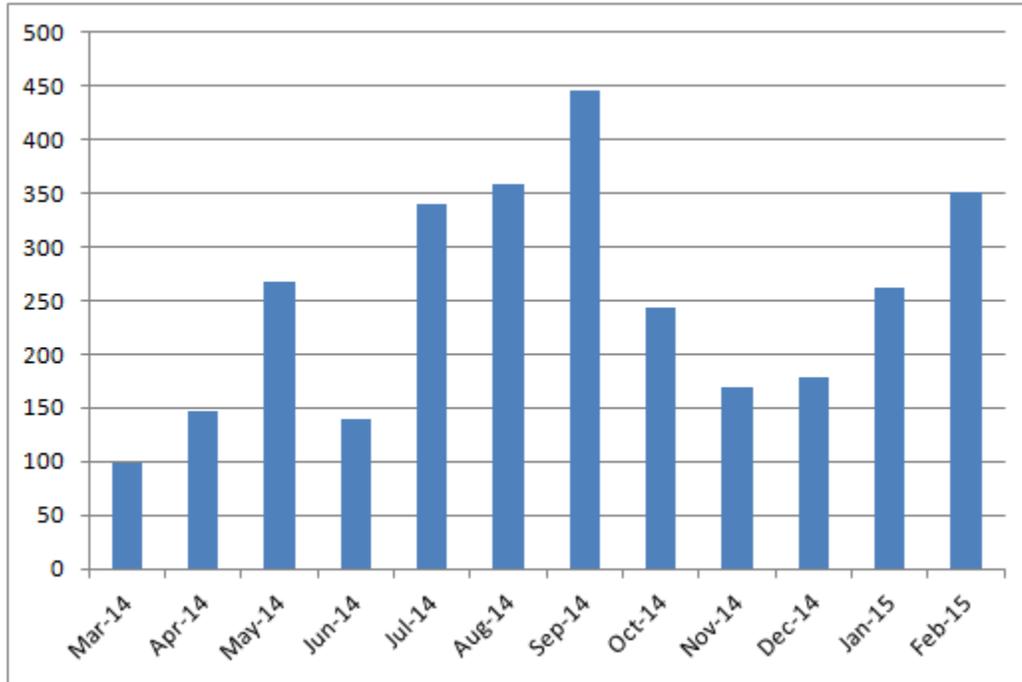
Phase 4 of the City’s BigBelly program deployed in April to July 2013 and included various business corridors. This deployment included 87 BigBelly units with 34 Recyclers attached.

Additional units have been added to Center City to fill in corridors as foot traffic patterns have changed. Also, two neighborhood associations, the South of South Neighborhood Association and the Old City District, have purchased 22 BigBelly units with 12 recyclers for their communities. These units purchased by the neighborhood associations are not included in this RFP. A list of the BigBelly units installed throughout the City that are covered by this RFP, including the unit’s address, unit type, and frequency of collection is included in Appendix A.

1.3 PROGRAM MAINTENANCE BACKGROUND

The Sanitation Division’s Construction and Facilities Management Unit (“**CFM Unit**”) uses the BigBelly Collection Logistics Efficiency and Notification (CLEAN) system to record and prioritize BigBelly maintenance activities.

In April 2014, the CFM Unit began a process to reorganize and prioritize maintenance activities to reduce the alerts and warnings listed in the CLEAN system. Warnings and alerts have been reduced from over 350 on a daily basis to less than 75. The number of work orders performed per month is shown in the chart below



During the first half of Fiscal Year 2015, June to January, over 2,000 work orders were performed and 22% of these work orders required parts. The average parts cost during this time period was \$114. Total parts cost was \$50,000. The distribution of parts costs is provided below:

- 62% required parts that cost less than \$50
- 21% required parts that cost between \$50 and \$200
- 17% required parts that costs more than \$200

Note only 7 units required more than \$500 in parts

1. Main Board Replacement Program

During February 2015, the Sanitation Division worked with BigBelly Solar, the manufacturer, to replace about 175 main controller boards for units purchased in 2009 and 2010. These units were identified as having ongoing network interruption issues and were not properly communicating with the CLEAN system. As a result of and following these main board replacements, the number of alerts and warnings increased as did work orders to address repair needs not previously identified by the CLEAN system due to the network interruptions issues. The CFMU has also initiated a solar bubble

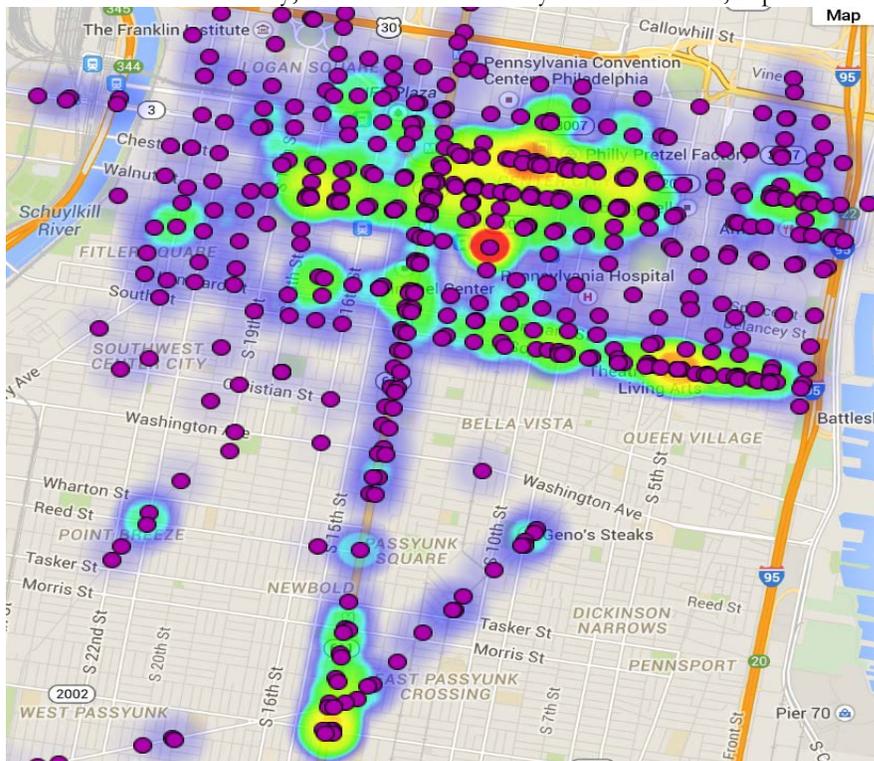
reconditioning program in December 2014 and January 2015 to provide a stock of replacement solar bubbles as a cost control measure.

2. Hopper and Handle Replacement Program

The Division's CFMU has also initiated a Hopper and Hopper Handle replacement program targeting high usage areas in Center City. Reconditioned Hoppers with plastic hopper inserts and longer handles are being installed.

3. Collections and System Utilization

Replacing wire waste collection baskets with BigBelly units has significantly reduced the number of waste collections necessary. In Center City, wire waste collection baskets needed to be emptied about 17 times per week; BigBelly units are only emptied 3 times per week for BigBelly units. Outside Center City, collections have been reduced from 5 times per week to 2.3 times per week. A heat map of collections in Center City, which correlates to system utilization, is provided below.



1.4 RESPONDENTS TO THIS RFP; CONCESSION AGREEMENT AND CONCESSIONAIRE

Submissions must include two parts, pre-qualification information and a proposal, as further described in [Section 3](#). Each firm or joint venture that submits these two parts in response to this RFP will be considered a “**Respondent**.” In the pre-qualification, Respondents will describe their basic qualifications. For qualified Respondents only, the City will review their Proposal section. In the Proposal, Respondents’ submission will include, but is not limited to, plans for the utilization of the BigBelly units for placement of advertising, sale of advertising, cleaning operations, maintenance, and replacement of BigBelly units, and opportunities for minority, women and disabled person-owned business participation. The City intends to enter into negotiations for a written contract (the “**Concession Agreement**”) with the Respondent whose pre-qualification information and Proposal

(collectively, the “**Materials**”) are determined to be most advantageous to the City considering cleaning operations, maintenance, replacement, and other evaluation factors. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the “**Concessionaire**” under the Concession Agreement.

1.5 OPTIONAL PRE-PROPOSAL MEETING AND QUESTIONS

An optional meeting (the “Meeting”) will be held for all interested parties on the date, time and location set forth on the cover page of this RFP. The purpose of this Meeting will be to review the requirements contained in the RFP and entertain general questions that Respondents may have concerning any of the aspects of Services to be provided.

- 1) Questions should be submitted in writing by email up to the Deadline for Questions to:

Scott McGrath, AICP
Streets Department, Sanitation Division
email: Scott.McGrath@phila.gov

- 2) Please clearly state the “QUESTION: BIG BELLY” in the subject line of your email.
- 3) Oral responses by City employees or their representative are not binding and shall not in any way be a commitment by the City.
- 4) The City will not answer or respond to any questions received after the Deadline for Questions.
- 5) The City will answer questions asked at the Meeting or submitted to the City in writing prior to the Deadline for Questions, which the City in its sole discretion determines concern material elements of the Services, the RFP process or the Concession Agreement. The City will provide its answers in writing by an addendum to this RFP prior to the Due Date, and the City will post its answers on the following website: <http://mbec.phila.gov/procurement/proc.asp>.
- 6) The addenda issued by the City are the City’s only official method for communicating information to all potential Respondents. Respondents should check <http://www.phila.gov/bidsonline/PWBiddingOpportunities.aspx> before submitting Materials to verify that they have reviewed all the addenda relating to this RFP. By submitting Materials, each Respondent shall be deemed to have acknowledged that it has reviewed all addenda to this RFP.

1.6 CONDITIONS REGARDING MATERIALS

By submitting Materials in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the Materials:

- 1) The Respondent shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Materials or other submissions 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 Materials by a Respondent, the evaluation of Materials, or the selection of any Respondent for further negotiations.
- 2) The City reserves the right to eliminate any Respondents who submit incomplete or inadequate Materials.

- 3) The City reserves the right to reject any Materials submitted from Respondents who fail to meet the minimum qualification criteria.
- 4) The City reserves the right to reject any Materials that fail to satisfy the requirements of this RFP.
- 5) The City reserves the right to reject all Materials. The City reserves the right to accept or reject, at any time prior to the City's execution of a Concession Agreement (or Agreements) pursuant to this RFP, any or all Materials or any part of any Materials and to waive any defect or technicality and to solicit new Materials where the acceptance, rejection, waiver or solicitation would be in the best interests of the City.
- 6) It shall be the Respondent's responsibility to review and verify the completeness of its Materials.
- 7) The City reserves the right, without prior notice, to supplement, amend or otherwise modify the RFP at any time prior to the Due Date.
- 8) The City may request additional information or more detailed information from any Respondent at any time, including information inadvertently omitted by a Respondent.
- 9) All Materials become the property of the City and will not be returned.
- 10) The City may request Respondents to send representatives for interviews.
- 11) The City may request to inspect projects referenced in the Qualifications Statement.
- 12) The City may conduct investigations with respect to the qualifications of each Respondent and contact references.
- 13) All Proposals shall remain open for acceptance and in full effect for at least 150 calendar days from the date Proposals are received.
- 14) News releases (including, but not limited to, commercial advertising) pertaining to this project may not be made without prior written approval of the City.

1.7 RESERVATION OF RIGHTS

In addition to the conditions set forth in Section 1.6, the City reserves and may exercise the following rights and options:

- 1) To reject any and all Materials and re-issue the RFP at any time prior to execution of a final Concession Agreement if, in the City's sole discretion, it is in the City's best interest to do so;
- 2) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the execution of a final Concession Agreement; to cancel this RFP with or without issuing another RFP; and to require, in any RFP for similar equipment and services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- 3) To accept or reject any or all of the items in any Materials and award the Concession Agreement in whole or in part if it is deemed in the City's best interest to do so;
- 4) To reject the Materials of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any Concession Agreement with the City, is financially, or technically incapable, or is otherwise not a responsible Respondent;

- 5) To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the Materials;
- 6) To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections to Materials by some or all of the Respondents following Materials submission;
- 7) To request that some or all of the Respondents modify Materials or provide additional information;
- 8) To request additional or clarifying information or more detailed information from any Respondent at any time, including information inadvertently omitted by a Respondent;
- 9) To conduct such investigations as the City considers appropriate with respect to the qualifications of each Respondent and any information contained in its Materials.

1.8 ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP

A Respondent, by submitting Materials, expressly acknowledges and agrees to all terms and conditions contained in this RFP, which will become part of the Concession Agreement, unless the Proposer has identified terms and conditions that are unacceptable and has provided the City with alternative terms and conditions in the Proposal. Any such alternatives shall be part of the Proposal evaluation, and the City, in its sole discretion, may determine that such proposed alternative terms and conditions make the Proposal unacceptable. The City, also in its sole discretion, may accept, reject or further negotiate any proposed alternative terms and conditions. Also see Section 3.2 4)

1.9 DISCLAIMER

This RFP does not commit the City to award a Concession Agreement. This RFP and the process it describes are proprietary to the City, and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is intended to be granted any rights hereunder. Any response by any Respondent to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City or its authorized agents except as provided in Section 3.4(4). The City is not liable for any costs incurred by Respondents in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if requested.

1.10 RESPONDENTS RESTRICTED

No Proposal shall be accepted from, or Concession Agreement awarded to:

- 1) any Respondent that (a) is in arrears or is in default of (i) any debt to the City (including without limitation tax delinquencies), (ii) any contract obligation to the City, or (iii) any surety obligations to the City, or (b) has failed to comply with any existing or previous contract with the City;
- 2) any official, officer, director, or employee of the City or any Respondent in which any official, officer, director, or employee of the City has a direct or indirect financial interest, including but not limited to a Respondent in which a City official's, officer's, director's, or employee's parent, grandparent, spouse, sibling, child, or relative in-law is an officer, director, or employee; or
- 3) any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.

Also, Respondent must not be a party to more than one Proposal submitted in connection with this RFP. If a Respondent is a party to more than one Proposal under this RFP, the City may reject all the Proposals to which that Respondent is a party.

1.11 INFORMATION NOT WARRANTED

The Streets Department has provided information and data in this RFP to help potential Respondents understand the purpose of the RFP, and the Concession Agreement, and to help each Respondent prepare a Proposal. The Department believes the information and data are reliable, but the Department does not represent or warrant that the information or data is accurate or complete. The Department encourages each potential Respondent to conduct its own investigation into any matter of concern to it about the Big Belly Program, this RFP, the Concession Agreement, or its Proposal.

SECTION 2 - SCOPE OF SERVICES

2.1 GENERAL

Concession Agreement. The Concessionaire's duties include the following rights and obligations:

1. Advertising on BigBelly Units

The Concessionaire has the exclusive rights to advertise on BigBelly units, subject to the Advertising Policy in Appendix B, any subsequent amendments to the Advertising Policy, and other limits identified in this RFP. Respondents may propose to include units for advertising in certain identified areas of the City in the Concession program, in which case the advertising rights will only be exclusive in those areas.

Advertising may be placed by wrapping the whole unit or affixing BigBelly Ad Panels on three sides of the unit. All advertising must be maintained graffiti-free and in good condition until it is removed. All advertisements must comply with all Applicable Laws (defined in Section 5.13).

The City reserves the right the use up to 25% of the BigBelly inventory for City messaging and Mural Arts Program wraps. Examples of City messaging and Mural Arts Program wraps are included as Appendix C. The City, with input from the Concessionaire, will determine the individual BigBelly units that will be used for City messaging and the Mural Arts Program wraps. While the Concessionaire will not be responsible for installing the City messaging and/or Mural Arts Program wraps on BigBelly units, the Concessionaire will be responsible for cleaning, repairing, maintaining, and replacing these units.

This RFP does not include the rights to place advertising on the approximately 25 BigBelly units that have been purchased by community organizations. None of these BigBelly units are listed in Appendix A.

2. Replacement and Refurbishment of Big Belly Units

The Concessionaire must develop a program for replacing BigBelly units, and if resources permit, adding new BigBelly units for additional locations. The preferred replacement program will provide for BigBelly inventory replacement before units reach 10 years of age or when a unit's maintenance cost exceeds 50% of a new unit's cost. The City's highest priority for replacement is its inventory of BigBelly 3 and 3 Plus units located in Center City or Phase 1 units initially purchased in 2009. This includes 419 Units currently deployed and 74 units in repair and storage. The City does not plan to

convert its recyclers to either compactor units or units with sensor technology requiring additional CLEAN license and communication packages.

Respondents may propose refurbishment programs for BigBelly units that would recondition existing units from the City's inventory in lieu of replacement for up to 25% of the units. All reconditioned units must be retrofitted with a treadle for opening the unit and have a recycling bin.

3. Cleaning BigBelly Units

Concessionaire must thoroughly clean BigBelly units so that their appearance and cleanliness promote the BigBelly's use and enhance the appearance and livability of City streets. Concessionaire may not clean the BigBelly units that are still under warranty in any way that will invalidate the warranty, including by using high-pressure water systems, abrasives, or solvents.

Concessionaire must provide cleaning services to the exterior of the BigBellies, including the hopper, the spaces covered with advertising, and the exterior spaces that are not covered with advertising. Concessionaire is required to provide a detailed plan for performing exterior cleaning and must specify the frequency and type of exterior cleaning that will be provided.

4. Field Repair and Maintenance Support

The Concessionaire must provide field repair and maintenance for BigBelly units provided that this work does not invalidate any warranties that may still exist on some of the BigBelly units. Concessionaire will follow the procedure established by the Streets Department to determine if a BigBelly unit is under warranty. Concessionaire will be responsible for repair and maintenance on all units that are not under warranty.

The Concessionaire must perform regular maintenance response for units that are identified to be in need of repair through the CLEAN system, damage reports provided by Sanitation Division Collections Supervisors and the Division's CFMU 311 calls for service requests, and other services requests from the public. CFMU stands for Collections, Logistics, Efficiency and Notification (CLEAN) is a web portal that provides BigBelly inventory data, manages system alerts for mechanical and software problems, tracks the collection / fullness status of BigBelly units, and provides analytical tools to assess system performance.

Regular maintenance includes interior cleaning as necessary for proper functioning of the units and odor control.

The Concessionaire must manage a work order system that provides the Sanitation Division with weekly reports. All service requests must be acted on in the field within 48 hours and completed within 5 days.

5. Emergency Field Repair Response

In addition to regular field maintenance support described above, the Concessionaire must perform emergency work to remove BigBelly units damaged by vehicles within 24 hours of the request. Concessionaire must also respond to requests to remove units prior to emergency construction work within 24 hours. Other requests for removal must be fulfilled within 2 business days of the request.

[Moved][Moved]

6. Renew CLEAN and related software licenses and analyze CLEAN data

The Concessionaire must renew CLEAN, the BigBelly software license, and all other communication packages and technical support needed for the BigBelly units to relay collection and mechanical system statuses to the CLEAN web site managed by BigBelly Solar.

The Concessionaire must analyze the collected CLEAN data to maximize the performance of the BigBelly units throughout the City, including collection efficiency. This work includes, but is not limited to, evaluating the network using the CLEAN Heat Maps, Frequency to Capacity Maps, and Collection Summery reports. This task also includes inventory management and tracking and logistics management of the deployed BigBelly units, units being repaired, and other units not deployed.

7. Summary Reports

The Concessionaire must submit status reports that inform the City of BigBelly units removed and installed, maintenance and repair logs, response times, reports of emergencies, damage to structures, replacement of parts, and unit replacement.

8. Other Program Enhancements

The City will consider other program enhancement options proposed by Respondents. These options may include additional revenue enhancements or program improvements.

9. Term

The City will consider proposed terms for the Concession Agreement from Respondents based on the proposed business plans. The City will not accept a fixed term in excess of 10 years or a total of 15 years including option years.

2.2 PUBLIC SERVICE MESSAGES AND COMMERCIAL ADVERTISEMENTS

In their Proposals, Respondents are asked to propose a program that makes unsold advertising space available to the City for Public Service Advertisements (defined in the Advertising Policy) at a significant discount. The Concessionaire will not be permitted to post advertisements that are not Commercial Advertisements (as defined in the Advertising Policy) without the City's written permission.

2.3 CITY PURCHASE OF BIG BELLY UNITS

On occasion public or private funds may become available for the City to purchase and install Big Belly units. If the City purchases new BigBelly units, those units may become BigBelly units covered by the Concession Agreement.

2.4 OWNERSHIP

All existing and new/refurbished BigBelly units will be the property of the City. The City may consider Proposals that postpone City ownership of replacement units until the end of the Term or termination of Concessionaire's services.

SECTION 3 –PROCESS

The Concessionaire selection process has two parts, prequalification and proposal. Pre-qualification will involve the review of submitted qualifications. The Proposal will address compensation to the

City, operational, maintenance, and replacement/expansion plans, and the other items. Only proposals from Respondent's that meet the basic qualification standards will be reviewed.

3.1 PRE-QUALIFICATION – QUALIFICATIONS AND DESIGN

In order to participate in the process and receive consideration for the Concession Agreement award, the Respondent must demonstrate the management structure, organizational depth, and resources required to administer a coordinated program of Services of the size and scope described by this RFP. Respondents must provide the following as part of their pre-qualification information (for all constituent entities if the Respondent is a partnership or joint venture) (collectively, the "Qualifications Statement"):

- 1) A brief narrative description of the Respondent's organization, including a statement about the organization's approach to the Services identified in Section 2.
- 2) The resumes of key personnel who will be involved with managing or directing the Services full time 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).
- 3) An organization chart depicting the structure of the organization, including subsidiaries, affiliates and sub-contractor organizations. Respondents that are subsidiaries of a parent organization must specifically cite and depict such relationships including percentage ownership. The City may disqualify any Respondent who fails to disclose the complete organizational structure. This section should also describe which of the above organizations (existing and proposed) will enable the Respondent to fulfill the MBE/WBE/DSBE requirements described in Appendix D.
- 4) Statement of Financial Condition
Demonstrate the financial capacity to perform the Services by providing the following financial information:
 - A. 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 entity, provide the above financial information for each of the affiliated or founding entities or individuals.
 - B. Evidence that the Respondent, if selected as the Concessionaire, will be able to provide the payment bond and performance bond described in Section 5.2.
- 5) References
 - A. Describe previous experience on recent projects of similar type of work, scope and magnitude.
 - B. Supply the following information for three references that the City may contact regarding the Respondent's ability to provide the required Services:
 1. Name and address of the organization;
 2. Name, title and telephone number of the individual to be contacted;
 3. A brief description of the services provided.

- C. Supply photographs or other visual representations of the Respondent's wrapped litter or recycling units or other relevant examples existing in other cities that the Respondent believes will demonstrate its qualifications.

3.2 PROPOSAL REQUIREMENTS

Proposals must include the following items:

- 1) Financial Analysis and Compensation Proposal

- A. Cash Flow Projections

Respondents are asked to provide their methodology for determining cash flow projections and submit a projected cash flow analysis for years 1 through 5. All amounts should be stated in thousands of US dollars.

These cash flow projections shall include, at minimum: Total Projected Advertising Revenue, Gross City Share of Advertising Revenue, Cost of Concession Services, Cost of BigBelly Replacement and Expansion, and Net Revenue to the City.

Further, Respondents are asked to provide an annual guaranteed revenue for years 1 through 5. All amounts should be stated in thousands of US dollars. Each year during the term of the Concession Agreement, the Concessionaire will pay the City the annual guaranteed revenue on a quarterly basis in arrears.

- B. Compensation Proposal

The City's compensation for the Advertising rights are the provided Services, including but not limited to, clean, well maintained, attractive Big Belly units, the replacement/refurbishment and expansion of BigBelly units, and the net revenue payment to the City. Each Respondent must demonstrate that its offer is commensurate with the value of the advertising rights.

- 2) Cleaning, Maintenance, Replacement, and Operations Plans

Each Respondent must provide detailed operations and maintenance plans based on the requirements described in Section 3.3.

- 3) Antidiscrimination Policy Instructions and Forms

Each Respondent must provide the signed OEO Form (defined in Section 5.4).

- 4) Exceptions to Concession Terms.

- A. Some of the City's standard contract terms and conditions for services of the type sought by this RFP (the "**Contract Terms**") are set forth in Section 5. By submitting a Proposal, the Respondent agrees that, except as agreed to by the parties pursuant to this Section 3.2(4), it will enter into a Concession Agreement with the City containing substantially the Contract Terms.

- B. Respondents must state clearly and conspicuously in their Proposals any modifications, waivers, objections or exceptions they seek ("**Requested Exceptions**") to the Contract Terms in a separate section entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Respondent must identify the pertinent Contract Term by caption and section number, state the reasons for the request, and propose alternative language or terms. Requested Exceptions to the City's Contract Terms will be approved only when the City

determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its Proposal, the Respondent agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its Proposal. The City reserves the right, in its sole discretion, to evaluate and reject Proposals based in part on whether the Respondent's Proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

- C. If, after the Due Date, a Respondent seeks exceptions to Contract Terms that were not stated in its Proposal, the City may, in its sole discretion, deny the new exceptions without consideration, or reject the Proposal. In the latter event the City may enter into a Concession Agreement or Agreements with another Respondent.
- D. The City may not be able to modify or amend certain Contract Terms. Respondents are encouraged to review the Philadelphia Code before asking for Requested Exceptions.

3.3 PLAN REQUIREMENTS

Each Respondent must submit in its Proposal the following five plans for the Services to be provided during the Term of the Concession Agreement. In these plans, the Respondent must describe how it will locate and organize its operation in Philadelphia in order to meet the BigBelly program's cleaning, maintenance, replacement and operational needs.

1) Cleaning Plan

Respondents must describe how they intend to provide the following minimum cleaning requirements:

- A. Detailed plan that provides for cleaning advertising panel cover surfaces, non-advertising BigBelly surfaces, pull handles, and interior hopper shoot surface, and any other exterior surface including the type of exterior cleaning that will be provided and the materials that will be used.
- B. The frequency of cleaning must also be provided; units in higher use areas can be cleaned more frequently than less frequently used units.
- C. Weekly inspections for structural integrity, panel material, and removal of graffiti, paint, markers, stickers, posters and other unauthorized postings.
- D. Notification system that provides for the general public and public agencies to report any unsanitary conditions. The Concessionaire shall provide 24-hour maintenance call-in capability.

2) Maintenance Plan

Respondents must describe how they intend to provide the following minimum maintenance requirements:

- A. Notification process that insures a quick response to reports of damage or unauthorized posted materials. The notification system must provide access to the general public and public agencies. The Concessionaire shall provide 24-hour maintenance call-in capability.
- B. Repair and replace broken parts within 48 hours of being reported.
- C. If a BigBelly is destroyed, Concessionaire must remove the structure remains within 24 hours of notification and replace the BigBelly within 15 days.

- 3) Replacement /Enhancement Plan
Respondents must describe how they intend to provide the following minimum replacement requirements:
 - A. The Replacement Plan must list the number of BigBelly units that will be economically feasible for the Respondent to replace each year and any other relevant considerations that the Respondent would like to bring to the City's attention.
 - B. The Respondent must provide information about the type of BigBelly unit that will be used to replace the old unit, including the unit model name and the total cost of replacement.
 - C. The Respondent must provide an estimate of the number of additional BigBelly units that will be provided at new locations.
 - D. The Respondent must indicate if some portion of the BigBelly units will be refurbished in lieu of replaced, and provide information about the scope of the proposed refurbishment, quantity and locations.

- 4) Operations Plan
Respondents must describe how they intend to provide the following minimum operations services:
 - A. The Respondent must provide information about the number of staff to be employed by shift or work schedule to provide the cleaning, maintenance, replacement, and administrative services.
 - B. The Respondent must describe its plans for administering the BigBelly program and for marketing to potential advertisers and for reporting essential data such as the monthly utilization rates of available advertising locations.

- 5) Reporting and Record Keeping Plan
Respondents must describe their plans for the BigBelly program record keeping, reporting and data base management. The following should be included:
 - A. Monthly and year-to-date reports distributed electronically that provide cleaning logs, maintenance and repair logs, response times, reports of emergencies, damage to structures and replacement of parts. If an hourly rate is charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.
 - B. A Respondent-maintained data base of BigBelly units that may be mapped at any time and includes information about installation, maintenance and repairs and related response times.
 - C. Respondent maintained CLEAN Heat Maps, Frequency to Capacity Maps, Collection Summary reports, and other inventory management and tracking records.

- 6) Liquidated Damages
During the Term the Respondent shall implement the maintenance and operations plans and maintain the records described in their Proposal (as they may be modified by the parties in writing), and if the Respondent fails to do so, it will be subject to liquidated damages agreed upon by the parties.
 - A. Respondents must propose liquidated damages for failure to comply with the five plans described above.

3.4 SUBMISSION REQUIREMENTS

The requirements set forth in this [Section 3.4](#) are required for all Materials unless otherwise specified.

- 1) Format of Submittal Package
 - A. Each Respondent must submit one original signed cover letter and the applicable Materials, and six (6) copies of their cover letter and the applicable Materials. Please also include one full electronic copy of CD-ROM or flash drive. The letter shall include the Respondent's name and address and the name, title and telephone number of a contact person. The original letter and applicable Materials must be signed by a person with authority to bind the Respondent to all of its provisions, this RFP, and the Concession Agreement.
 - B. Materials shall follow the form of the RFP and utilize the same numbered paragraphs. Tab separators shall be provided to identify the following sections:
 - a. Cover Letter
 - b. Qualifications Statement
 - c. Financial Analysis and Compensation Proposal
 - d. Cleaning, Maintenance, Replacement, Operations, and Record Keeping Plan
 - e. Equal Opportunity Plan
 - f. Local Business Entity or Local Impact Certification
 - g. Tax and Regulatory Status and Clearance Statement
 - h. Women As Board Members and Executive Staff
 - i. Requested Exceptions
 - j. Confidential Information
 - k. Signature
 - C. Prior to the applicable Due Date, each Respondent must seal the applicable Materials in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information. The City will only accept Materials in hard copy and will not accept Materials by facsimile or by e-mail.
 - D. Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits the applicable Materials:
 - a. Respondent's name and address;
 - b. Identification as "[Pre-Qualification Information/Proposal] for the BigBelly Program," RFP #C-103-15R; and,
 - c. The Proposal Due Date stated on the cover page of this RFP.
 - E. **Materials will not be accepted if they are not signed in accordance with Section 6 of this RFP.**

2) Submission by Due Date

Each Respondent must submit its Materials to the City no later than the Due Date identified on the cover page of this RFP. The location for submitting Materials is also set forth on the cover page of this RFP. Each Respondent is solely responsible for delivery of its Materials on time and to the proper location. The City recommends that each Respondent plan to submit its Materials sufficiently in advance of the applicable Due Date to resolve any unexpected problems the Respondent might encounter with completing, copying, or delivering the Materials. It is the Respondent's responsibility to ensure their Materials are submitted by the applicable Due Date and to verify the receipt of their Materials by the Procurement Department. Please allow additional time for security sign-in procedures at the Municipal Services Building if hand-delivering Materials on the applicable Due Date.

3) Modifications; Withdrawal of Materials

Until the applicable Due Date, a Respondent may submit modified Materials to replace all or any portion of Materials the Respondent submitted. The City will only consider the latest version of a Respondent's Materials. The City will not consider or evaluate late

Materials or late Modifications. A Respondent may withdraw its Materials from consideration at any time before the applicable Due Date by providing written notification to the City's Procurement Commissioner, Mary Stitt.

- 4) Confidential Information.
 - A. By submission of Materials, each Respondent acknowledges and agrees 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 Materials, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.
 - B. If a Respondent chooses to include material of a confidential nature, then the City will exercise reasonable efforts to keep that material confidential to the extent permitted by Applicable Law. The Respondent shall mark confidential material as noted below and must indicate reasons for confidentiality.
 - C. Each Respondent must identify the pages of its Materials that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents should include the following notice in the front of each copy of their Materials:

NOTICE

The information on pages _____ of this [pre-qualification information/Proposal], identified by the words "**Confidential Proprietary Information**" in boldface type of at least 12 points in the top right-hand corner of each page, contains proprietary information that the Respondent desires not be disclosed. The Respondent requests that the Confidential Proprietary Information be used only for evaluation of Respondent's [pre-qualification information/Proposal] and not be disclosed to the public, except as may be required by Applicable Law.

SECTION 4 - EVALUATION

4.1 SELECTION COMMITTEE

After receipt of each of the Materials, the Materials which are responsive will be reviewed by a Selection Committee that may include representatives of the Procurement Department, Streets Department and other City departments.

4.2 PRE-QUALIFICATION CRITERIA

Pre-qualification information will be evaluated on the Respondent's ability to demonstrate a management structure, organizational depth and financial resources required to administer a coordinated BigBelly program of this size and scope, as described in Section 3.1.

4.3 PROPOSAL CRITERIA

Proposals will be evaluated on the Respondent's ability to:

- 1) Provide compensation to the City as described in Sections 3.2;
- 2) Meet the cleaning, maintenance, replacement, operations, and recordkeeping requirements as described in Sections 3.3;
- 3) 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.

4.4 AWARD

A Concession Agreement will be awarded to the Respondent whose Materials 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. The City reserves the right, at any time prior to execution of a final Concession Agreement, to enter into post-submission negotiations and discussions with any or all Respondents regarding price, scope of services, or any other term of their Materials, and such other contractual terms as the City may require, and to negotiate acceptable terms in an otherwise unacceptable Materials. The City may, in its sole discretion, enter into simultaneous, competitive negotiations with multiple Respondents or negotiations with individual Respondents. Negotiations with Respondents may result in the enlargement or reduction of the scope of the Services, or changes on other terms that are material to the RFP and the submitted Materials. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their Materials, unless the City, in its sole discretion, determines that doing so is in the City's best interest. In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time and/or to enter into or continue negotiations with other Respondents. Award is dependent upon satisfaction of the Ordinance Condition (defined in Section 5.1) and satisfaction of the conditions set forth in Section 5.32.

SECTION 5 - CONCESSION AGREEMENT TERMS AND CONDITIONS / GENERAL PROVISIONS

5.1 TERM RESERVED

5.2 BONDING

To protect the City upon the Event of Default (defined in Section 5.14(1)), the City requires 2 forms of assurance:

- 1) A Payment Bond in the amount of the Cost of Concession Services and the amount of any goods purchased to ensure that the Concessionaire makes prompt payment to those contractors and suppliers.
- 2) A Performance Bond in the amount of the annual guaranteed revenue.

5.3 TAX REQUIREMENTS

- 1) Any contractor, vendor of goods, wares and merchandise, or purveyor of services who bids on and is awarded a contract by the City and/or School District of Philadelphia is subject to Philadelphia's business tax and ordinances and regulations that govern them. 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, sale or rental of goods in the City, or performance of services within the City constitutes "doing business" in the City, and subject the successful bidder (in this case, the Concessionaire) to the City's tax requirements, including, without limitation, one or more of the following taxes:

- A. Business Income and Receipts Taxes;
 - B. Net Profits Tax; and
 - C. City Wage Tax
- 2) The Concessionaire, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue for an account number promptly following the award of the Concession Agreement, and to file appropriate business tax returns as provided by Applicable Law. Applications may be submitted through the Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> or to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at (215) 686-6600.
 - 3) The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. The compensation proposal must be exclusive of taxes.
 - 4) The Concessionaire's failure to comply with the requirements of this Section 5.3 shall be a default under the Concession Agreement.

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

This RFP is subject to the Mayor's Executive Order No. 03-12 and/or Chapter 17-1600 of The Philadelphia Code. Forms, instructions and special contract provisions for the antidiscrimination policy explain these requirements in more detail and are included in Appendix D, entitled "City of Philadelphia Economic Opportunity Plan for BigBelly" (the "**OEO Form**"). Respondents are required to sign and return with their Proposals the OEO Form.

5.5 INSURANCE

- 1) Concessionaire shall procure and maintain, and shall cause its contractors and subcontractors to procure and maintain, at their sole cost and expense, during the entire Term of the Concession Agreement (including any applicable warranty and/or renewal periods), the types of insurance specified in this Section 5.5. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All liability insurance required by this Section 5.5 shall be written on an "Occurrence" basis and not a "Claims-Made" basis. In no event shall any Services be performed until the required evidence of insurance has been furnished. If Concessionaire, its contractors or subcontractors fail to obtain or maintain the required insurance, the City shall have the right to treat such failure as a default and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days' prior written notice (10 days' for nonpayment of premium) to be given to the City in the event coverage is materially changed, canceled or not renewed.
- 2) Additional Insured Requirement
The City of Philadelphia, any City agency, authority or other organization on whose property or advertising is placed pursuant to the Concession Agreement, and their respective officials, agents and employees (collectively, the "**City Parties**") are to be named as additional insureds on all policies required hereunder except the Workers Compensation and Employer's Liability. Also, an endorsement is required stating that the

coverage afforded to the City Parties as additional insureds will be primary to any other coverage available to them.

- 3) Workers' Compensation and Employer's Liability
 - A. Workers' Compensation – Statutory Limits.
 - B. Employer's Liability: \$500,000 each accident bodily injury by accident; \$500,000 each employee bodily injury by disease; \$500,000 policy limit bodily injury by disease.
 - C. All states endorsement.
- 4) General Liability Insurance
 - A. Limit of liability: \$1,000,000 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 \$2,000,000 aggregate for products and completed operations.
 - B. Coverages: premises operation; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees as additional insured; cross liability; broad form property damage (including loss of use) liability; for asbestos abatement projects only - asbestos abatement liability coverage.
- 5) Automobile Liability
 - A. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - B. Coverages: owned, non-owned, and hired vehicles.
- 6) Umbrella Liability with limits of liability totaling \$5,000,000 per occurrence when combined with insurance required under Sections 5.5(2), (4) and (5) above.
- 7) Certificates of Insurance evidencing the required coverage shall be submitted to the City, care of Streets and the City's Risk Manager (One Parkway Building, 1515 Arch Street, 14th Floor, Philadelphia PA 19002) within ten (10) days following notice of the award of the Concession Agreement award and must indicate the City contract number (C-103-15). The City reserves the right to require Concessionaire, its contractors and subcontractors to furnish certified copies of the original policies of all insurance required under this Section 5.5 at any time upon ten (10) days prior written notice to the Concessionaire. The insurance requirements set forth in this Section 5.5 are not intended and shall not be construed to modify, limit or reduce the indemnifications made by Concessionaire to the City or limit Concessionaire's liability to the limits of the policies of insurance required to be maintained by Concessionaire.

5.6 AS-IS

- 3) By submitting Materials, each Respondent agrees to use the existing BigBelly units in their "AS IS" condition, without any representation or warranty by the City, and including all defects latent and patent and shall be improved, revised, maintained and operated at Concessionaire's sole cost and expense.
- 4) At all times during the Term, the BigBelly units will remain owned by the City. No provision in the Concession Agreement shall create, grant, or give to the Concessionaire any legal title, right, leasehold, or other interest in the BigBelly units other than the

advertising, cleaning, maintenance, and replacement rights described the Concession Agreement.

- 5) The City shall have no liability to Concessionaire, its employees, officers, agents, contractors, subcontractors and invitees (each, a “**Concessionaire Party**” and, collectively, the “**Concessionaire Parties**”) if any Big Belly unit must be taken out of service for any period of time (e.g. for maintenance or service of any kind, or for repair after an accident).

5.7 ETHICS REQUIREMENTS

- 1) No Concessionaire Party shall offer or give, directly or indirectly, anything of value to any City official or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 03-11 issued by the Mayor of Philadelphia on January 25, 2011. Similarly, no Concessionaire Party shall offer or give, directly or indirectly, anything of value to any City official or employee which, if received by any City official or employee, would violate Executive Order No. 03-11.
- 2) Any person who offers or gives anything of value to any City official or employee, the receipt of which violates Executive Order No. 03-11, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City’s Chief Integrity Officer) by the Procurement Commissioner.
- 3) If any Concessionaire Party offers or give, directly or indirectly, anything of value to any City official or employee in violation of this Section 5.7, it will constitute a default under the Concession Agreement. In addition, the City shall return or discard the item given to the City official or employee.

5.8 INDEMNIFICATION

The Concessionaire shall, and shall cause its contractors and subcontractors to, indemnify, defend and hold harmless the City Parties from and against any and all actions, proceedings, causes of action, suits, demands, controversies, losses, judgments, damages, penalties, fines, claims, liabilities, costs and expenses of any nature whatsoever, including, without limitation, litigation costs, settlement fees and expenses, and attorneys’, investigators’ and experts’ fees, costs and expenses (collectively, “**Claims**”), arising out of or resulting in whole or in part from the performance of the work under the Concession Agreement and/or arising out of or resulting in whole or in part in any way related to any BigBelly units for the purposes under this Concession Agreement, including, but not limited to, Claims 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, any infringement or violation of any proprietary right (including but not limited to patent, copyright, trademark, service mark and trade secret), and any breach of the Concession Agreement, regardless of the inherent nature of the work and regardless of whether or not such Claim is caused in whole or in part by the negligent act or omission of a City Party. This obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a City Party, Concessionaire, its contractors or subcontractors. The Concessionaire shall further indemnify, defend and hold harmless the City Parties from and against all Claims asserted against any City Party by Concessionaire, any of Concessionaire’s contractors, subcontractors or suppliers on account of or relating to the furnishing of services, work, labor, materials or equipment under the Concession Agreement.

In Claims against any City Party indemnified under this Section 5.8 by an employee of the Concessionaire, its contractors, subcontractors, anyone directly or indirectly employed by the Concessionaire, its contractors, subcontractors or anyone for whose acts the Concessionaire, its contractors or subcontractors may be liable, the indemnification obligation under this Section 5.8 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Concessionaire or a contractor or subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

5.9 AUDITS

- 1) The Concessionaire agrees to provide the City with auditing privileges.
- 2) The Concessionaire shall preserve books, documents and records for a period of three (3) years from expiration or earlier termination of the Concession Agreement. During the Term of the Concession Agreement, all information obtained by the Concessionaire in the performance of the Concession Agreement will be made available to the City promptly upon demand. If requested, the Concessionaire shall deliver to the City background material prepared or obtained by the Concessionaire incident to the performance of the Concession Agreement. Background material is defined as original work papers, notes and drafts prepared by the Concessionaire and all data related to the Services being rendered, including electronic data processing forms, computer programs, instructional material, reports, pamphlets, maps and drawings.

5.10 CONFIDENTIAL/PROPRIETARY INFORMATION OF THE CITY

The Concessionaire (a) must treat all information obtained from the City which is not generally available to the public as confidential and proprietary to the City; (b) shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person; and (c) shall promptly indemnify, defend and hold harmless the City Parties from and against all Claims resulting from or related to any use or disclosure of such confidential and proprietary information by any Concessionaire Party or any person acquiring such information, directly or indirectly, from a Concessionaire Party. Concessionaire's obligations under this Section 5.10 shall survive the expiration or earlier termination of the Concession Agreement.

5.11 NON-DISCRIMINATION

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

cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity.

- A. In accordance with Chapter 17-400 of the Philadelphia Code, the Concessionaire agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity. The Concessionaire agrees to include the immediately preceding sentence, with adjustments for the identities of the parties, in all subcontracts which are entered into for Work to be performed pursuant to this Agreement. The Concessionaire further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law and equity.

5.12 CERTIFICATION OF NON-INDEBTEDNESS

- 1) By entering into the Concession Agreement, the Concessionaire shall be deemed to represent and warrant to the City that Concessionaire, and all entities controlled by or under common control with the Concessionaire are not, as of the Commencement Date, indebted to the City. Concessionaire shall not at any time during the Term of the Concession Agreement 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), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 5.12(1) may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.
- 2) The Concessionaire shall cause its contractors and subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 5.12(1). The Concessionaire shall include the provisions of Section 5.12(1) in each contract and subcontract under the Concession Agreement, with appropriate adjustment for the name of the contractor or subcontractor.

5.13 COMPLIANCE WITH APPLICABLE LAWS

In the RFP and the Concession Agreement, “**Applicable Law**” and “**Applicable Laws**” mean all present and future Commonwealth of Pennsylvania, federal and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements that apply to any of the following: the Concession Agreement, the license granted by the Concession Agreement, Concessionaire’s exercise of the license granted under the Concession Agreement, and the management and operation of the Concession. Throughout the Term of the Concession Agreement, the Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

- 1) The Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100), (which prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap, or marital status) and the Mayor's Executive Order No. 4-86 (which prohibits, among other things, discrimination against persons with AIDS in employment and services), as they may be amended from time to time; and
- 2) All federal, Commonwealth of Pennsylvania, and local requirements regarding the application, obtaining, and maintaining licenses, certificates, permits, and other approvals required for operation of the Services.
- 3) Without limitation, by executing the Concession Agreement, Concessionaire agrees: (a) in accordance with Chapter 17-400 of the Philadelphia Code, that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute a substantial breach of the Concession Agreement entitling the City to all rights and remedies provided in the Concession Agreement or otherwise available at law and in equity; (b) to include the immediately-preceding sentence, with adjustments for the identities of the parties, in all contracts and subcontracts which are entered into for work to be performed pursuant to the Concession Agreement; and (c) to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of the Concession Agreement entitling the City to all rights and remedies provided in the Concession Agreement or otherwise available at law and in equity.

5.14 EVENTS OF DEFAULT

- 1) Each of the following shall be an “**Event of Default**”:
 - A. Concessionaire fails to pay to the City its compensation (or relevant portion thereof) on the date due; or
 - B. Concessionaire fails to comply with any other obligation applicable to Concessionaire under the Concession Agreement.
- 2) If the Concessionaire commits an Event of Default under Section 5.14(1) above, and,

- A. in the case of an Event of Default under Section 5.14(1)(A), Concessionaire fails to cure the Event of Default within 3 days after receiving written notice from the City of the Event of Default,
- B. in the case of an Event of Default under Section 5.14(1)(B), Concessionaire fails to cure the Event of Default within 10 days after receiving written notice from the City of the Event of Default,
- C. in the case of an Event of Default under Section 5.14(1)(B), that cannot reasonably be cured within 10 days after receiving the City's written notice of the Event of Default, Concessionaire fails to actively start to cure the Event of Default within the 10-day period and then continuously and diligently pursue the cure to completion after receiving the City's written notice of the Event of Default, or
- D. notwithstanding the foregoing, in the case of any Event of Default that poses a threat of imminent harm to persons or property,

then without further notice the City may, in its absolute discretion, (a) cure the Event of Default at Concessionaire's sole cost and expense, (b) immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to City, and obtain services from another party, provide the service itself or discontinue the service, and Concessionaire shall be liable for all costs and expenses incurred by City in obtaining such other services, or (c) exercise all rights and remedies available to it at law or in equity. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.

- 3) In addition to the City's rights and remedies under Section 5.14(2), Concessionaire shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Without limitation, the City may draw on the financial security described in Section 5.2 to pay for (or reimburse itself for) such damages, costs and expenses. If the City so draws on any financial security described in Sections 5.2, Concessionaire shall restore that financial security described in to the levels described in Sections 5.2 within thirty (30) days following demand.
- 4) The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under Section 5.14(2) and, if applicable, Section 5.14(3), or immediately and without notice in the case of an Event of Default that poses a threat of imminent harm to persons or property.

5.15 ASSIGNMENT

The City shall have the right to approve any assignment by the Concessionaire of its rights and responsibilities under the Concession Agreement or any contract or subcontract under the Concession Agreement.

5.16 ENTIRE AGREEMENT; NO AMENDMENT

- 1) The Concession Agreement (inclusive of the RFP) shall be the complete, final, and exclusive expression of the City's and Concessionaire's agreement about the Services. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Services shall be superseded by and merged into the Concession Agreement.
- 2) The Concession Agreement may not be amended or modified except in a writing signed by the City official who signed the original Concession Agreement and a duly-authorized officer of Concessionaire. Any proposed or purported amendment of the Concession Agreement made without strictly complying with this Section 5.16 is void. No course of conduct between the City and Concessionaire, and no industry custom, is effective to amend the Concession Agreement or waive any of Concessionaire's obligations under the Concession Agreement.

5.17 SEVERABILITY

The provisions of the Concession Agreement, including but not limited to the RFP, shall be severable. If any provision of the Concession Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then that provision shall be deemed adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Concession Agreement will not affect any other provision of the Concession Agreement. If any provision of the Concession Agreement is held invalid or unenforceable so that the City is deprived of a material consideration to it under the Concession Agreement, however, then the City may, in its absolute discretion, terminate the Concession Agreement without liability to the Concessionaire.

5.18 WAIVER OF JURY TRIAL

THE CONCESSIONAIRE SHALL, BY ENTERING INTO THE CONCESSION AGREEMENT, KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT (INCLUDING, BUT NOT LIMITED TO ANY TORT CLAIM). THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY TO ENTER INTO THE CONCESSION AGREEMENT. THE CONCESSIONAIRE SHALL INCLUDE A PROVISION IN ALL OF ITS CONTRACTS AND SUBCONTRACT UNDER THE CONCESSION AGREEMENT UNDER WHICH ITS CONTRACTORS AND SUBCONTRACTORS ALSO WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT (INCLUDING, BUT NOT LIMITED TO ANY TORT CLAIM).

5.19 PLACE OF CONTRACT; GOVERNING LAW

The Concession Agreement shall be made in Philadelphia, Pennsylvania, shall be governed by Pennsylvania law, and shall be interpreted in accordance with Pennsylvania Law without reference to principles of conflicts of law.

5.20 COUNTERPARTS

The Concession Agreement may be executed by the parties in any number of counterparts, each of which shall be an original and all of which together shall be one and the same document.

5.21 NO JOINT VENTURE OR PARTNERSHIP

The Concession Agreement shall not create a joint venture or partnership between the City and the Concessionaire. The Concessionaire is an independent entity and is not an agent of the City.

5.22 VENUE

All claims between the City and Concessionaire arising under or related to the Concession Agreement must be filed in the Court of Common Pleas of Philadelphia County. By entering into the Concession Agreement, Concessionaire consents to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County and Pennsylvania courts of appeal, and waives its right to file a motion to remove venue for any proceeding to another jurisdiction or to any federal court.

5.23 VALIDITY OF CITY APPROVALS UNDER CONCESSION AGREEMENT

- 1) Unless expressly specified otherwise, any review, approval, permission, or consent that the Concessionaire is required to obtain from the City under the Concession Agreement will not be valid or effective unless obtained in writing from the City.
- 2) Unless expressly specified otherwise, all reports, notices, plans, specifications, certificates, requests for approval, and submissions required of the Concessionaire that must be delivered to or approved by the City must be submitted by the Concessionaire to the City.

5.24 INTERPRETATION

The rule of interpreting any ambiguities in an agreement against the drafter of the agreement shall not apply to the interpretation of the Concession Agreement.

5.25 TIME OF THE ESSENCE

Time shall be of the essence in Concessionaire's compliance with the Concession Agreement.

5.26 FORCE MAJEURE EVENT

- 1) Concessionaire shall be excused from compliance with any obligation or limitation under the Concession Agreement other than any obligation for the payment of money where (a) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Concessionaire's own employees), and (b) Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((a) and (b), together, a "**Force Majeure Event**").
- 2) Concessionaire shall be excused from compliance with any obligation or limitation under the Concession Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until Concessionaire can sooner reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Concessionaire's compliance with a material obligation or limitation under the Concession Agreement, and if the Force Majeure Event continues for 60 days or longer, then the City may terminate the Concession Agreement in the City's sole discretion without liability to the Concessionaire.
- 3) The City shall be excused from complying with any requirements or limitations applicable to it under the Concession Agreement if the City cannot comply because of any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike.

5.27 PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARDS

- 1) Concessionaire is a "Service Contractor" in that by virtue of entering into this Contract, Concessionaire has entered into a "Service Contract," as those terms are defined in Chapter 17-1300 of the Code. Any Subcontract between Concessionaire and a

Subcontractor to perform Services under this Contract is a “Service Contract” and such Subcontractors are also “Service Contractors” for purposes of Chapter 17-1300 as are any subcontract and subcontractor at any tier providing Services under this Contract. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such Service Contractor (Concessionaire or any subcontractor at any tier) is also an “Employer,” as that term is defined in Section 17-1302 (more than 5 employees), and further described in Section 17-1303 of the Code, then absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, Concessionaire shall provide, and shall enter into Subcontracts and otherwise cause any subcontractors at any tier that are also Service Contractors to provide, their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

(1) Minimum Wage

(a) as of January 1, 2015, provide their covered Employees with an hourly wage, excluding benefits, that is no less than \$12/hour;

(b) commencing as of January 1, 2016, for wages to be provided on and after January 1 of each year during which the Initial Term and any Additional Term is in effect, provide their covered Employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current CPI Multiplier as annually adjusted. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City’s Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) as of January 1, 2015. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City’s web site.

(2) Minimum Benefits

(a) to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and

(b) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(3) Generally. Notwithstanding the above requirements, to the extent a change in law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter’s requirement of 150% of the federal minimum wage), such new requirement will take effect only at the start of an Additional Term, if any, commencing on or after the date of the new legal requirement.

(a) If covered, absent a waiver, Concessionaire shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all Service Contractors providing Services under the Contract, with the

requirements of Chapter 17-1300. Each covered Service Contractor shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

(b) Absent a waiver, a Concessionaire subject to Chapter 17-1300 shall comply with all of its requirements as they exist on the date when the Concessionaire entered into this Contract with the City or into an amendment thereto. Concessionaire shall take such steps as are necessary to notify its Subcontractors of these requirements, and to cause such Subcontractors to notify lower-tier subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating this Section 5.27, with appropriate adjustments for the identity of the parties, in its Subcontracts with such Subcontractors. A Concessionaire or subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

(c) Without limiting the applicability of Section 5.14 (Events of Default) above, Concessionaire's failure to comply, or the failure of subcontractors at any tier to comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(d) Concessionaire's covered Employees shall be deemed third-party beneficiaries of Concessionaire's representation, warranty, and covenant to the City under this Section 5.27 only, and the covered Employees of a subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to Concessionaire or such subcontractors at any tier, as the case may be, under this Section.

(e) The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and subcontractors by Chapter 17-1300 of the Code is available on the City's website at <https://secure.phila.gov/eContract/> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

5.28 LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Pursuant to Mayoral Executive Order No. 04 -12, the City Department will, in the selection of the successful Applicant, consider whether that Applicant has certified that either (1) Applicant meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Applicant will employ City residents, or perform the work in the City. Any Applicant who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as Appendix E. The Applicant shall then also include in a separate section of the application, labeled "Local Business Entity or Local Impact Certification," a statement that the Applicant believes it has met the

Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Applicant has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

5.29 BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE

In accordance with Section 17-104 of the Philadelphia Code, upon execution of any Concession Agreement, the Concessionaire shall complete an affidavit verifying and representing that it has searched any and all records or any predecessor company records 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 information contained in the affidavit shall be available to the public. If the Concessionaire fails to provide the affidavit when required or includes materially false information on the affidavit, the Concession Agreement shall be voidable.

5.30 BUSINESS INTERESTS IN NORTHERN IRELAND, IRAN AND SUDAN

Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

1. In accordance with Section 17-104 of the Philadelphia Code, Concessionaire by execution of this Contract certifies and represents that (i) Concessionaire (including any parent company, subsidiary, exclusive distributor, or company affiliated with Concessionaire) does not have, and will not have at any time during the term of this Contract (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 Contract will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.
2. In the performance of the Contract, Concessionaire agrees that it will not utilize any suppliers or subcontractors 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 or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Concessionaire further agrees to include provisions with this subparagraph (2), 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 Contract.
3. Concessionaire also represents that it does not do business in Iran or Sudan, and that no products being delivered pursuant to the Contract were manufactured by an entity doing business in Iran or Sudan, unless a federal override with respect to Iran or Sudan, as applicable, is in place or unless an exclusion from disqualification applies.

Concessionaire 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. Concessionaire expressly understands and agrees that any false

certification or representation and/or any failure to comply with these requirements shall constitute a substantial breach of the Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S.A. Section 4904.

5.31 CONTRACT PREPARATION FEE

Pursuant to Section 17-700 of The Philadelphia Code, the Concessionaire will be required to pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Respondent is a for-profit or nonprofit entity:

Amount of Contract	Contract Preparation Fee
\$0-\$20,000	\$0
\$20,001-\$50,000	\$120
\$50,001-\$100,000	\$170
\$100,001-\$250,000	\$260
\$250,001-\$500,000	\$340
\$500,001-\$1,000,000	\$520
Over \$1,000,000	\$1,000

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Respondent.

5.32 CONCESSION AGREEMENT EFFECTIVENESS

The Concession Agreement will not be binding upon the City, and a Respondent will not become the Concessionaire, until after all of the following have occurred:

- 1) The Concession Agreement has been executed and delivered by the Respondent;
- 2) The Ordinance Condition has been satisfied;
- 3) The Concession Agreement has been approved by the City’s legal counsel; and
- 4) The Concession Agreement has been executed and delivered by the City.

Furthermore, Respondent shall have no right to perform any Services until Respondent has submitted certificates of insurance in accordance with Section 5.5 of this RFP.

5.33 THE PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT

It is the policy of the City of Philadelphia to ensure that each Concessionaire has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix F.

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents may not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

5.34 DISCLOSURE OF WOMAN AS BOARD MEMBERS AND EXECUTIVE STAFF

As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit the attached form in Appendix G with its bid. This form should be submitted with bid; however, the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

[The remainder of this page is left intentionally blank]

¹ Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

² Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

SECTION 6 – SIGNING OF MATERIALS

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

- 1) If Respondent is an individual or a PARTNERSHIP, form must be dated and signed here:

This _____ day of _____, 20__.

_____	_____
(Business Name of Respondent)	(Signature of Owner or Partner)
_____	_____
(Phone Number)	(Typed or Printed Name and Title)

	(Address, Including Zip Code)

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

This _____ day of _____

(Corporate or Business Name)

(Address Including Zip Code)

(Phone Number)

(President/Vice President)

(Typed/Printed Name and Title)

APPENDIX A

Big Belly Inventory

Station ID	Type	Description	Status	Recycler
173164	BB3	10th & Passyunk, NW (Rita's Water Ice)	In Service	Yes
173137	BB3	13th & Spruce St., NW	In Service	Yes
174220	BB3	1410 Point Breeze Ave	In Service	No
173180	BB3	16th & Christian, SE	In Service	No
172210	BB3	17th Street between Callowhill St & Spring Garden St	In Service	No
172149	BB3	21st & Locust, NE	In Service	No
173241	BB3	22nd & Allegheny, SW	In Service	No
172140	BB3	22nd & Cherry, SE	In Service	No
173077	BB3	23rd & Christian, NE	In Service	Yes
174762	BB3	2nd & Poplar, NW	In Service	No
174851	BB3	2nd & Wildley, NE	In Service	Yes
174289	BB3	30th & Market, SW	In Service	No
172053	BB3	40th & Lancaster, NW	In Service	No
173228	BB3	4260 Ridge Ave	In Service	No
172029	BB3	4910 Botanic Ave	In Service	No
171740	BB3	4910 Botanic Ave (Location Unknown)	In Service	No
173093	BB3	4910 Botanic Ave (Unknown Location)	In Service	Yes
173239	BB3	58th & Woodland, SE - Not at location	In Service	Yes
173206	BB3	6610 Frankford Ave	In Service	Yes
174768	BB3	69th & Ogontz, NE	In Service	Yes
174432	BB3	7340 Frankford ave	In Service	Yes
174755	BB3	77th & Ogontz, NW	In Service	Yes
174763	BB3	77th & Ogontz, SE	In Service	No
174766	BB3	78th & Ogontz, SW	In Service	No
174780	BB3	79th & Ogontz, NW	In Service	No
174767	BB3	80th & Ogontz, NW	In Service	No
173216	BB3	Calumet & Ridge, NE	In Service	No
174428	BB3	Cottman / Frankford ave/Opposite Drougie's Pizza	In Service	Yes
173063	BB3	Delaware Ave (mid-block) between Marlborough & Shackamaxon	In Service	No
173253	BB3	East River Rd & Midvale, NE	In Service	Yes
173118	BB3	Frankford & Berks, SE	In Service	Yes
172127	BB3	Germantown Ave Btw Alantic St. & Venango St.	In Service	No
173271	BB3	Germantown Ave. Btw Victoria & Eric Ave.	In Service	No
174747	BB3	Haines & Ogontz, SE	In Service	Yes
173202	BB3	Harbison & Frankford Ave, NW	In Service	Yes
174783	BB3	Homer & Ogontz, NE	In Service	No
173157	BB3	Knorr & Frankford Ave, SE	In Service	Yes
172244	BB3	Market St E inside City Hall	In Service	No
174748	BB3	Middleton & Ogontz, NW	In Service	Yes

174215	BB3	Ne Cottman/Frankford ave	In Service	Yes
174467	BB3	NE Germantown Ave & Ontario St.	In Service	Yes
174273	BB3	Ne Levick/Frankford ave	In Service	Yes
174275	BB3	Ne Passmore/mid block/Frankford ave	In Service	Yes
174242	BB3	Ne Reed/Hicks	In Service	No
174268	BB3	Ne Ridge/Cinnaminson	In Service	Yes
174298	BB3	Ne Ridge/Hermitage	In Service	No
174277	BB3	Ne Ridge/Leverington	In Service	Yes
174248	BB3	Ne Snyder/Point Breeze	In Service	No
174280	BB3	Ne Wellington/Frankford ave	In Service	Yes
174445	BB3	Nw 2nd/Wildley	In Service	No
174532	BB3	Nw 52nd/Market	In Service	Yes
174227	BB3	Nw Bleigh/Frankford ave	In Service	No
174237	BB3	NW Broad/ Ellsworth	In Service	No
174233	BB3	Nw Hellerman/Frankford ave	In Service	No
174243	BB3	Nw Knorr/Frankford ave	In Service	No
174301	BB3	Nw Princeton/Frankford ave	In Service	No
174442	BB3	Nw Ridge/Green Ln.	In Service	No
174245	BB3	Nw Robbins/Frankford ave	In Service	No
172161	BB3	Point Breeze & Lambert, NW	In Service	No
173156	BB3	Princeton & Frankford Ave, NE	In Service	No
174774	BB3	Ridge & Domino Ln., NE	In Service	No
174758	BB3	Ridge & Fountain, SE	In Service	Yes
174770	BB3	Ridge & Lyceum, SW	In Service	Yes
174536	BB3	Ridge Ave & Midvale	In Service	Yes
173269	BB3	Se 22nd/Allegheny	In Service	No
174214	BB3	Se 3rd/Wildley	In Service	Yes
173128	BB3	Se East Falls Station/Midvale	In Service	No
174211	BB3	Se Germantown/Erie	In Service	Yes
174212	BB3	Se Hellerman/Frankford ave	In Service	Yes
174283	BB3	Se Longshore/Frankford	In Service	No
174229	BB3	SE Reed/ Point Breeze	In Service	No
174306	BB3	Se Ridge/Cinnaminson	In Service	No
174278	BB3	Se Ridge/Domino Ln.	In Service	Yes
174209	BB3	Se Robbins/Frankford ave	In Service	Yes
174288	BB3	Se Sheffield/Frankford ave	In Service	No
174293	BB3	Se Unruh/Frankford ave	In Service	No
173248	BB3	Shurs & Cresson, SE	In Service	Yes
174230	BB3	Sw 22nd/Catherine	In Service	Yes
174216	BB3	Sw Cottman/Frankford ave	In Service	Yes
174238	BB3	Sw Dickinson/Point Breeze	In Service	No
174433	BB3	Sw Gilham/Frankford/ At WAWA	In Service	Yes
174423	BB3	Sw Ridge/Monastery	In Service	No

174425	BB3	Sw Ridge/Roxborough	In Service	No
174461	BB3	Sw Saint Vincent/Frankford ave	In Service	No
174225	BB3	Sw Wellington/Frankford ave	In Service	No
174778	BB3	Tulpehocken & Ogontz, NW	In Service	No
173161	BB3	Tyson & Frankford Ave, NE	In Service	Yes
174752	BB3	Walnut Lane & Ogontz, NW	In Service	Yes
174782	BB3	Walnut Lane & Ogontz, SW	In Service	No
174773	BB3	Washington Lane & Ogontz, SE	In Service	No
174759	BB3	Washington Lane & Ogontz, NW	In Service	Yes
173171	BB3	Wellington & Frankford Ave, NW	In Service	Yes
171780	BB3 Plus	10 & Market, SE	In Service	Yes
171768	BB3 Plus	10th & Chestnut, NE	In Service	No
171827	BB3 Plus	10th & Chestnut, NW	In Service	Yes
171809	BB3 Plus	10th & Chestnut, SW	In Service	No
172164	BB3 Plus	10th & Locust, SW	In Service	No
172129	BB3 Plus	10th & Lombard, SW	In Service	No
171756	BB3 Plus	10th & Market, NE	In Service	No
171792	BB3 Plus	10th & Market, NW	In Service	Yes
171743	BB3 Plus	10th & Market, SW	In Service	No
172031	BB3 Plus	10th & Pine, NE	In Service	No
172005	BB3 Plus	10th & Race, NW	In Service	No
171906	BB3 Plus	10th & South, NE	In Service	Yes
171871	BB3 Plus	10th & South, NW	In Service	No
171796	BB3 Plus	10th & South, SE	In Service	No
172206	BB3 Plus	10th & Spruce, SE	In Service	No
171960	BB3 Plus	10th & Walnut, NE	In Service	No
171841	BB3 Plus	10th & Walnut, SW	In Service	Yes
171785	BB3 Plus	10th South St,SW	In Service	No
172059	BB3 Plus	11th & Arch, NE	In Service	No
172051	BB3 Plus	11th & Arch, SE	In Service	Yes
172233	BB3 Plus	11th & Arch, SW	In Service	No
171813	BB3 Plus	11th & Chestnut, NW	In Service	No
171763	BB3 Plus	11th & Chestnut, SE	In Service	No
171832	BB3 Plus	11th & Chestnut, SW	In Service	Yes
172117	BB3 Plus	11th & Lombard, SE	In Service	No
171801	BB3 Plus	11th & Market, NE	In Service	No
171782	BB3 Plus	11th & Market, NW	In Service	Yes
171786	BB3 Plus	11th & Market, SE	In Service	Yes
174749	BB3 Plus	11th & Pine, NW	In Service	Yes
172124	BB3 Plus	11th & Pine, SE	In Service	No
171975	BB3 Plus	11th & South, NW	In Service	Yes
171883	BB3 Plus	11th & South, SE	In Service	No
172207	BB3 Plus	11th & Spruce, SE	In Service	Yes

171850	BB3 Plus	11th & Walnut, NE	In Service	No
171839	BB3 Plus	11th & Walnut, NE	In Service	Yes
172020	BB3 Plus	11th & Walnut, SW	In Service	No
172238	BB3 Plus	11th & Washington Ave, SE	In Service	No
171735	BB3 Plus	1218 Chestnut	In Service	No
172045	BB3 Plus	12th & Arch, NE	In Service	Yes
172022	BB3 Plus	12th & Chestnut, NE	In Service	No
172184	BB3 Plus	12th & Chestnut, NW	In Service	No
171834	BB3 Plus	12th & Chestnut, SE	In Service	Yes
171751	BB3 Plus	12th & Chestnut, SW	In Service	No
172058	BB3 Plus	12th & Locust, SW	In Service	No
171925	BB3 Plus	12th & Lombard, SW	In Service	No
171621	BB3 Plus	12th & Market, NW	In Service	No
172174	BB3 Plus	12th & Pine, SW	In Service	Yes
172159	BB3 Plus	12th & Sansom, NW	In Service	No
171873	BB3 Plus	12th & South, NW	In Service	No
171862	BB3 Plus	12th & South, SE	In Service	Yes
172203	BB3 Plus	12th & Walnut Street, SW	In Service	No
174746	BB3 Plus	12th & Walnut, SW	In Service	No
172219	BB3 Plus	13th & Arch St, NE	In Service	No
171767	BB3 Plus	13th & Chestnut, NE	In Service	No
171774	BB3 Plus	13th & Chestnut, SE	In Service	No
172078	BB3 Plus	13th & Lombard, SW	In Service	No
171822	BB3 Plus	13th & Market, NW	In Service	Yes
171759	BB3 Plus	13th & Market, SE	In Service	No
172112	BB3 Plus	13th & Pine, NW	In Service	Yes
171866	BB3 Plus	13th & South, NE	In Service	Yes
173097	BB3 Plus	13th & South, SW	In Service	No
171845	BB3 Plus	13th & Walnut, NE	In Service	Yes
172019	BB3 Plus	13th & Walnut, SW	In Service	No
172081	BB3 Plus	15th & Arch, NW (No Unit at this Location)	In Service	No
171861	BB3 Plus	15th & Chestnut, SW	In Service	No
171828	BB3 Plus	15th & JFK Boulevard, SW	In Service	Yes
171831	BB3 Plus	15th & Market, NW	In Service	Yes
172071	BB3 Plus	15th & Pine, NE	In Service	No
172115	BB3 Plus	15th & Pine, SW	In Service	No
172128	BB3 Plus	15th & Pine, SW	In Service	No
172132	BB3 Plus	15th & Race, SW	In Service	No
171886	BB3 Plus	15th & South, NE	In Service	No
171623	BB3 Plus	15th & Spring Garden, NE	In Service	Yes
174565	BB3 Plus	15th & Walnut, NE	In Service	No
171776	BB3 Plus	15th & Walnut, SW	In Service	No
171963	BB3 Plus	15th & Arch Streets, NE	In Service	No

171815	BB3 Plus	15th St. & JFK Blvd., NW (Love Park)	In Service	Yes
173147	BB3 Plus	1603 S Passyunk Ave	In Service	No
172072	BB3 Plus	16th & Ben Franklin Parkway, SW	In Service	No
171766	BB3 Plus	16th & Cherry, NE	In Service	No
171790	BB3 Plus	16th & Chestnut, NW	In Service	Yes
171793	BB3 Plus	16th & Chestnut, SE	In Service	Yes
172106	BB3 Plus	16th & Hamilton, NE	In Service	Yes
171985	BB3 Plus	16th & JFK Boulevard, SW	In Service	No
171640	BB3 Plus	16th & John F Kennedy Blvd, NE	In Service	No
172062	BB3 Plus	16th & Lombard	In Service	No
171954	BB3 Plus	16th & Market, SW	In Service	No
172218	BB3 Plus	16th & Pine, SE	In Service	No
172008	BB3 Plus	16th & Race, NW	In Service	No
171872	BB3 Plus	16th & South, NW	In Service	No
172011	BB3 Plus	16th & Spring Garden, NE	In Service	No
172044	BB3 Plus	16th & Walnut, NE	In Service	Yes
172009	BB3 Plus	16th & Walnut, SW	In Service	No
171824	BB3 Plus	17 & Walnut, SW	In Service	Yes
172073	BB3 Plus	17th & Arch, NE	In Service	No
172110	BB3 Plus	17th & between Spring Garden & Callowhill	In Service	Yes
171950	BB3 Plus	17th & Callowhill, NW	In Service	Yes
171771	BB3 Plus	17th & Chestnut, NE	In Service	Yes
171778	BB3 Plus	17th & Chestnut, SW	In Service	Yes
172229	BB3 Plus	17th & Lombard, NE	In Service	No
171667	BB3 Plus	17th & Market, NW	In Service	Yes
172213	BB3 Plus	17th & Pine, NE	In Service	No
172079	BB3 Plus	17th & Race, SW	In Service	No
171881	BB3 Plus	17th & South St., SW	In Service	No
171860	BB3 Plus	17th & South, SE	In Service	Yes
171627	BB3 Plus	17th & Spring Garden,SW	In Service	Yes
172157	BB3 Plus	17th Street & JFK Blvd	In Service	No
173146	BB3 Plus	18th & Catharine, NE	In Service	Yes
171803	BB3 Plus	18th & Cherry, SE	In Service	No
171991	BB3 Plus	18th & Chestnut, NW	In Service	Yes
171957	BB3 Plus	18th & JFK Boulevard, SW	In Service	No
172222	BB3 Plus	18th & Lombard, SW	In Service	No
171969	BB3 Plus	18th & South, SE	In Service	Yes
171622	BB3 Plus	18th & Spring Garden,SE	In Service	Yes
172134	BB3 Plus	18th & Spruce, NW	In Service	Yes
171994	BB3 Plus	18th & Vine, NW	In Service	No
171929	BB3 Plus	18th & Vine, SE	In Service	No
172228	BB3 Plus	18th & Walnut St., NW	In Service	No
171826	BB3 Plus	18th & Walnut, SW	In Service	Yes

171945	BB3 Plus	19th & Ben Franklin Parkway, NW	In Service	Yes
171999	BB3 Plus	19th & Ben Franklin Parkway, SW	In Service	Yes
171971	BB3 Plus	19th & Chestnut, NE	In Service	No
172236	BB3 Plus	19th & Christian, SW	In Service	Yes
174558	BB3 Plus	19th & Ellsworth, , NE	In Service	No
172024	BB3 Plus	19th & Hamilton, NW	In Service	No
171956	BB3 Plus	19th & JFK Boulevard, NW	In Service	No
171668	BB3 Plus	19th & Market, NE	In Service	Yes
171773	BB3 Plus	19th & Rittenhouse, NE	In Service	Yes
171863	BB3 Plus	19th & South, SW	In Service	Yes
171615	BB3 Plus	19th & Spring Garden,SE	In Service	Yes
171781	BB3 Plus	19th & Walnut, NW	In Service	Yes
171742	BB3 Plus	201 N. Broad (Broad & Race)	In Service	No
171983	BB3 Plus	20th & Arch, SE	In Service	No
172088	BB3 Plus	20th & Callowhill, NE	In Service	Yes
171986	BB3 Plus	20th & JFK Boulevard, NE	In Service	No
172116	BB3 Plus	20th & Locust, NW	In Service	Yes
171887	BB3 Plus	20th & Lombard, NE	In Service	No
171867	BB3 Plus	20th & Market, SE	In Service	Yes
172231	BB3 Plus	20th & Market, SW	In Service	No
172065	BB3 Plus	20th & Pine, SE	In Service	No
172103	BB3 Plus	20th & Race, NW	In Service	Yes
171641	BB3 Plus	20th & Spring Garden, SW	In Service	Yes
172107	BB3 Plus	20th & Spruce, SE	In Service	Yes
171942	BB3 Plus	20th & Vine, NE	In Service	Yes
171675	BB3 Plus	20th & Walnut, SE	In Service	Yes
172063	BB3 Plus	21 & Arch, NE	In Service	No
171816	BB3 Plus	21 & Chestnut, SW	In Service	Yes
172007	BB3 Plus	21st & Ben Franklin Pkwy	In Service	No
171864	BB3 Plus	21st & Hamilton, SW	In Service	Yes
171893	BB3 Plus	21st & Lombard, SW	In Service	No
171779	BB3 Plus	21st & Market, SW	In Service	Yes
171967	BB3 Plus	21st & Pine, SW	In Service	No
171882	BB3 Plus	21st & Spruce, NW	In Service	No
172067	BB3 Plus	21st & Winter, SE	In Service	No
173117	BB3 Plus	22nd & Alleghney, NW	In Service	No
172018	BB3 Plus	22nd & Arch, SW	In Service	No
172017	BB3 Plus	22nd & Ben Franklin Parkway, SW	In Service	No
173200	BB3 Plus	22nd & Cambria, NW	In Service	Yes
171970	BB3 Plus	22nd & Chestnut, NW	In Service	Yes
171987	BB3 Plus	22nd & Croskey, NW	In Service	No
173231	BB3 Plus	22nd & Indiana, NW	In Service	No
173232	BB3 Plus	22nd & Indiana, SE	In Service	Yes

173121	BB3 Plus	22nd & Lehigh, NE	In Service	Yes
172104	BB3 Plus	22nd & Locust, NE	In Service	Yes
172217	BB3 Plus	22nd & Lombard, SE	In Service	Yes
171964	BB3 Plus	22nd & Market, SE	In Service	No
172026	BB3 Plus	22nd & Pennsylvania, SW	In Service	No
171858	BB3 Plus	22nd & South, SW	In Service	Yes
171775	BB3 Plus	22nd & Walnut, SE	In Service	Yes
171961	BB3 Plus	22nd & Winter, SE	In Service	No
171817	BB3 Plus	230 S Broad (Broad & Locust)	In Service	Yes
171808	BB3 Plus	237 Market Street	In Service	Yes
171959	BB3 Plus	23rd & Chestnut, NE	In Service	No
171875	BB3 Plus	23rd & Pine, NW	In Service	No
172069	BB3 Plus	23rd & Race, SE	In Service	No
171965	BB3 Plus	23rd & Spring Garden, SE	In Service	No
171910	BB3 Plus	23rd & Walnut, NE	In Service	Yes
173209	BB3 Plus	23rd St. Btw South & Grays Ferry, SE	In Service	Yes
173144	BB3 Plus	23th & Spruce, SE	In Service	No
174296	BB3 Plus	2518 Kensington Ave.	In Service	No
171821	BB3 Plus	25th & Spruce,SW (Schuykill River Park Entrance)	In Service	Yes
173124	BB3 Plus	2646 Kensington Ave	In Service	No
172039	BB3 Plus	27th & Allegheny, SW	In Service	Yes
172070	BB3 Plus	2nd & Arch, SW	In Service	No
171924	BB3 Plus	2nd & Chestnut, SE	In Service	No
171978	BB3 Plus	2nd & Chestnut, SW	In Service	Yes
172035	BB3 Plus	2nd & Elfreths Alley, SE	In Service	No
172208	BB3 Plus	2nd & Lombard, SW	In Service	No
173235	BB3 Plus	2nd & Market, NE	In Service	Yes
171802	BB3 Plus	2nd & Market, NW	In Service	No
171750	BB3 Plus	2nd & Market, SE	In Service	No
171677	BB3 Plus	2nd & Market, SW	In Service	Yes
171908	BB3 Plus	2nd & South, NE	In Service	No
171996	BB3 Plus	2nd & South, NW	In Service	Yes
171939	BB3 Plus	2nd & South, SW	In Service	No
171979	BB3 Plus	2nd & Spruce St, SE	In Service	No
172165	BB3 Plus	2nd & Spruce, SW	In Service	No
171848	BB3 Plus	2nd & Walnut, NE	In Service	Yes
171968	BB3 Plus	2nd & Walnut, SW	In Service	No
172199	BB3 Plus	2nd St. between South & Lombard	In Service	Yes
172239	BB3 Plus	3 Bears Park & 300 Cypress	In Service	Yes
174863	BB3 Plus	30th & Market, NW	In Service	No
174247	BB3 Plus	3526 Cottman Ave	In Service	No
173059	BB3 Plus	35th & Alleghney Ave, SW	In Service	No
173060	BB3 Plus	38th & Lancaster, NE	In Service	No

173236	BB3 Plus	38th & Lancaster, SW	In Service	Yes
173061	BB3 Plus	3935 Lancaster Ave	In Service	No
173073	BB3 Plus	3938 Lancaster Ave	In Service	No
173111	BB3 Plus	39th & Lancaster, NE	In Service	Yes
173064	BB3 Plus	39th & Lancaster, SW	In Service	No
171844	BB3 Plus	3rd & Chestnut, NW	In Service	Yes
172030	BB3 Plus	3rd & Lombard, NW	In Service	No
171671	BB3 Plus	3rd & Market, NE (Unknown Location)	In Service	Yes
171653	BB3 Plus	3rd & Market, NW	In Service	Yes
171738	BB3 Plus	3rd & Market, SE	In Service	No
171894	BB3 Plus	3rd & Pine, SW	In Service	No
172028	BB3 Plus	3rd & Race, SW	In Service	No
171937	BB3 Plus	3rd & South, NE	In Service	No
172004	BB3 Plus	3rd & South, NW	In Service	Yes
171995	BB3 Plus	3rd & South, SE	In Service	Yes
171921	BB3 Plus	3rd & South, SW	In Service	No
172198	BB3 Plus	3rd & Spring Garden, NE	In Service	Yes
172160	BB3 Plus	3rd & Spruce, NE	In Service	No
171976	BB3 Plus	3rd & Vine, SW	In Service	No
172205	BB3 Plus	3rd & Walnut St., SW	In Service	No
171847	BB3 Plus	3rd & Walnut, SE	In Service	Yes
172156	BB3 Plus	3rd &, New, SE	In Service	No
173276	BB3 Plus	4001 Main St./ Manayunk	In Service	No
173056	BB3 Plus	4020 Lancaster Ave	In Service	Yes
173154	BB3 Plus	4040 Lancaster Ave	In Service	No
173076	BB3 Plus	4043 Lancaster Ave	In Service	No
173088	BB3 Plus	4115 Lancaster Ave	In Service	Yes
173096	BB3 Plus	4146 Lancaster Ave	In Service	Yes
173070	BB3 Plus	41st & Lancaster, NE	In Service	No
173103	BB3 Plus	41st & Lancaster, SE	In Service	Yes
173098	BB3 Plus	41st & Lancaster, SW	In Service	Yes
173132	BB3 Plus	4232 Lancaster Ave	In Service	Yes
173179	BB3 Plus	4237 Main Street	In Service	No
173212	BB3 Plus	4324 Main Street	In Service	Yes
173183	BB3 Plus	4358 Main Street	In Service	Yes
173075	BB3 Plus	43rd & Lancaster, NE	In Service	No
173102	BB3 Plus	43rd & Lancaster, SW	In Service	Yes
173193	BB3 Plus	4400 Main Street	In Service	No
173133	BB3 Plus	4426 Main Street	In Service	Yes
173222	BB3 Plus	4449 Main Street	In Service	No
173092	BB3 Plus	44th & Lancaster, NW	In Service	Yes
171736	BB3 Plus	4910 Botanic Ave	In Service	No
173203	BB3 Plus	4910 Botanic Ave	In Service	No

171998	BB3 Plus	4910 Botanic Ave	In Service	Yes
171669	BB3 Plus	4911 Botanic Ave	In Service	Yes
172074	BB3 Plus	4th & Arch, SW	In Service	No
171849	BB3 Plus	4th & Chestnut, NE	In Service	Yes
171852	BB3 Plus	4th & Chestnut, NE	In Service	Yes
171670	BB3 Plus	4th & Market, NW	In Service	Yes
171664	BB3 Plus	4th & Market, SE	In Service	Yes
172144	BB3 Plus	4th & Pine, SW	In Service	No
171980	BB3 Plus	4th & South (Jim's Steaks)	In Service	No
171938	BB3 Plus	4th & South, NW	In Service	No
172056	BB3 Plus	4th & South, SE	In Service	No
172197	BB3 Plus	4th & Spring Garden, NE	In Service	Yes
172136	BB3 Plus	4th & Spruce, NE	In Service	No
171955	BB3 Plus	4th & Walnut, NW	In Service	No
171846	BB3 Plus	4th & Walnut, SW	In Service	Yes
174570	BB3 Plus	52nd & Larchwood, SW	In Service	No
174771	BB3 Plus	52nd & Market, NE	In Service	No
174775	BB3 Plus	52nd & Pine, SW	In Service	No
174754	BB3 Plus	52nd & Spruce, SE	In Service	Yes
174453	BB3 Plus	52nd Street btwn Locust and Irving	In Service	No
174232	BB3 Plus	5713 Germantown Ave	In Service	No
173201	BB3 Plus	58th & Woodland, SW	In Service	Yes
171953	BB3 Plus	5th & Chew, NW	In Service	No
173189	BB3 Plus	5th & Chew, SE	In Service	No
172204	BB3 Plus	5th & Cypress, NE	In Service	Yes
173196	BB3 Plus	5th & Fisher, NW	In Service	No
173226	BB3 Plus	5th & Lindley, NW	In Service	No
172209	BB3 Plus	5th & Locust, NE	In Service	No
172146	BB3 Plus	5th & Lombard, NE	In Service	No
172200	BB3 Plus	5th & Market, NE	In Service	Yes
173177	BB3 Plus	5th & Olney, NE	In Service	No
173114	BB3 Plus	5th & Olney, SE	In Service	Yes
173225	BB3 Plus	5th & Olney, SW	In Service	No
173036	BB3 Plus	5th & Rockland, NW	In Service	No
173233	BB3 Plus	5th & Rockland, SE	In Service	No
173215	BB3 Plus	5th & Roosevelt Blvd, NW	In Service	No
173220	BB3 Plus	5th & Somerville, NW	In Service	No
173123	BB3 Plus	5th & Somerville, SE	In Service	No
171922	BB3 Plus	5th & South, NE	In Service	No
171907	BB3 Plus	5th & South, NW	In Service	Yes
171909	BB3 Plus	5th & South, SE	In Service	Yes
172155	BB3 Plus	5th & Spruce, NW	In Service	No
173230	BB3 Plus	5th & Tabor, SE	In Service	No

173116	BB3 Plus	5th & Tabor, SW	In Service	No
172193	BB3 Plus	5th Spring & Garden, SW	In Service	Yes
174877	BB3 Plus	60th & Chestnut, SE	In Service	No
174779	BB3 Plus	60th & Locust, SE	In Service	No
174785	BB3 Plus	60th & Spruce, SE	In Service	No
174765	BB3 Plus	60th & Walnut, SE	In Service	No
173246	BB3 Plus	60th & Woodland, SW	In Service	Yes
173218	BB3 Plus	61st & Woodland, NE	In Service	No
173037	BB3 Plus	61st & Woodland, SW	In Service	No
173252	BB3 Plus	62nd & Woodland, SE	In Service	Yes
173221	BB3 Plus	63rd & Woodland, SW	In Service	No
173120	BB3 Plus	64th & Woodland, NE	In Service	Yes
173227	BB3 Plus	64th & Woodland, NW	In Service	No
173207	BB3 Plus	6523 Germantown Ave	In Service	Yes
173245	BB3 Plus	65th & Woodland, SW	In Service	Yes
172201	BB3 Plus	6th & Chestnut, NW	In Service	Yes
172202	BB3 Plus	6th & Chestnut, SW	In Service	No
172114	BB3 Plus	6th & Lombard, SW	In Service	Yes
173181	BB3 Plus	6th & Market, SW	In Service	No
172023	BB3 Plus	6th & Panama (West Side)	In Service	No
172036	BB3 Plus	6th & Race, SW	In Service	No
171926	BB3 Plus	6th & South, NW	In Service	No
171918	BB3 Plus	6th & South, SE	In Service	No
172192	BB3 Plus	6th & South, SW	In Service	Yes
172016	BB3 Plus	6th & South, SE	In Service	No
171962	BB3 Plus	6th & Walnut St, NW	In Service	No
171973	BB3 Plus	6th & Walnut, SE	In Service	Yes
172166	BB3 Plus	6th & Spruce, NW	In Service	No
173135	BB3 Plus	7027 Germantown (Mt. Airy Playground)	In Service	Yes
173254	BB3 Plus	7147 Germantown Ave	In Service	No
173136	BB3 Plus	7153 Germantown (Golden Crust Pizza)	In Service	No
171997	BB3 Plus	7236 Germantown Avenue (WaWa Market)	In Service	Yes
171920	BB3 Plus	7446 Germantown Ave (New Covenant Church)	In Service	No
174753	BB3 Plus	74th & Ogontz, NW	In Service	Yes
174217	BB3 Plus	7725 Germantown/Midnight Kitchen Bakery	In Service	Yes
174788	BB3 Plus	79th & Ogontz, NE	In Service	No
172047	BB3 Plus	7th & Arch, NE	In Service	Yes
171914	BB3 Plus	7th & Arch, NW	In Service	Yes
172037	BB3 Plus	7th & Arch, W (Not at Location-Unknown)	In Service	No
171833	BB3 Plus	7th & Chestnut, NE	In Service	Yes
171769	BB3 Plus	7th & Chestnut, NW	In Service	No
171836	BB3 Plus	7th & Chestnut, SW	In Service	Yes
172145	BB3 Plus	7th & Lombard, SE	In Service	No

171629	BB3 Plus	7th & Market, NW	In Service	Yes
171643	BB3 Plus	7th & Market, SE	In Service	Yes
172226	BB3 Plus	7th & Sansom, SW	In Service	No
171870	BB3 Plus	7th & South, NW	In Service	Yes
171913	BB3 Plus	7th & South, SE	In Service	Yes
172139	BB3 Plus	7th & Spruce, SW	In Service	No
171891	BB3 Plus	7th & South, SW	In Service	No
171854	BB3 Plus	8th & Chestnut, NE	In Service	No
171838	BB3 Plus	8th & Chestnut, NW	In Service	Yes
171835	BB3 Plus	8th & Chestnut, SE	In Service	Yes
171761	BB3 Plus	8th & Chestnut, SW	In Service	No
172158	BB3 Plus	8th & Locust, SW	In Service	No
172126	BB3 Plus	8th & Lombard, NE	In Service	No
171787	BB3 Plus	8th & Market, NE	In Service	Yes
172237	BB3 Plus	8th & Market, SE	In Service	No
171791	BB3 Plus	8th & Market, SW	In Service	Yes
172138	BB3 Plus	8th & Pine, NW	In Service	No
172212	BB3 Plus	8th & Race, SE	In Service	No
171940	BB3 Plus	8th & Sansom, NE	In Service	No
171912	BB3 Plus	8th & South, NE	In Service	Yes
171890	BB3 Plus	8th & South, NW	In Service	No
171884	BB3 Plus	8th & South, SE	In Service	No
171885	BB3 Plus	8th & South, SE (Not at Location)	In Service	Yes
173229	BB3 Plus	8th & South, SW	In Service	No
174777	BB3 Plus	8th & South, SW (Not at this Location-Unknown Location)	In Service	Yes
172003	BB3 Plus	8th & Walnut, SE	In Service	Yes
171823	BB3 Plus	9th & Chestnut, NE	In Service	Yes
171805	BB3 Plus	9th & Chestnut, NW	In Service	No
171855	BB3 Plus	9th & Chestnut, SE	In Service	No
171837	BB3 Plus	9th & Chestnut, SW	In Service	Yes
173168	BB3 Plus	9th & East Passyunk (at Playground just before 9th West side)	In Service	Yes
173169	BB3 Plus	9th & East Passyunk, NW (at Playground across from Geno's)	In Service	No
172125	BB3 Plus	9th & Lombard, NE	In Service	No
171746	BB3 Plus	9th & Market, NE	In Service	No
171772	BB3 Plus	9th & Market, NW	In Service	Yes
173250	BB3 Plus	9th & Passyunk, NE	In Service	Yes
172122	BB3 Plus	9th & Pine, SE	In Service	No
171877	BB3 Plus	9th & South, NE	In Service	No
171904	BB3 Plus	9th & South, NW	In Service	Yes
171903	BB3 Plus	9th & South, SE	In Service	Yes

171876	BB3 Plus	9th & South, SW	In Service	No
172142	BB3 Plus	9th & Spruce, SE	In Service	No
172001	BB3 Plus	9th & Walnut, NE	In Service	Yes
171972	BB3 Plus	9th & Walnut, SW	In Service	No
172143	BB3 Plus	Arch & Broad, SW	In Service	Yes
174858	BB3 Plus	B & Kensington, NW	In Service	Yes
173090	BB3 Plus	Baring & Lancaster, SW	In Service	Yes
174491	BB3 Plus	Broad & Allegheny, NE	In Service	No
174861	BB3 Plus	Broad & Allegheny, NW	In Service	Yes
171812	BB3 Plus	Broad & Arch, NW (1401 Arch)	In Service	No
171626	BB3 Plus	Broad & Bainbridge, SE	In Service	Yes
171614	BB3 Plus	Broad & Bainbridge, SW	In Service	Yes
171760	BB3 Plus	Broad & Callowhill, NE	In Service	No
171783	BB3 Plus	Broad & Callowhill, NW	In Service	Yes
171654	BB3 Plus	Broad & Callowhill, SE	In Service	Yes
171856	BB3 Plus	Broad & Callowhill, SW	In Service	No
171625	BB3 Plus	Broad & Carpenter, NW	In Service	Yes
171655	BB3 Plus	Broad & Carpenter, SE	In Service	Yes
172241	BB3 Plus	Broad & Catharine, NE	In Service	No
171644	BB3 Plus	Broad & Catharine, NW	In Service	Yes
171679	BB3 Plus	Broad & Catharine, SE	In Service	Yes
174880	BB3 Plus	Broad & Champlost, NE	In Service	No
174876	BB3 Plus	Broad & Champolst, SE	In Service	No
171715	BB3 Plus	Broad & Chestnut, NE	In Service	No
171613	BB3 Plus	Broad & Chestnut, NW	In Service	Yes
171676	BB3 Plus	Broad & Chestnut, SE	In Service	Yes
171733	BB3 Plus	Broad & Chestnut, SW	In Service	No
174871	BB3 Plus	Broad & Chew, NW	In Service	No
174860	BB3 Plus	Broad & Chew, SE	In Service	Yes
171624	BB3 Plus	Broad & Christian, SE	In Service	Yes
171617	BB3 Plus	Broad & Christian, SW	In Service	Yes
174566	BB3 Plus	Broad & Diamond, NW	In Service	No
174866	BB3 Plus	Broad & Erie, NW	In Service	Yes
174562	BB3 Plus	Broad & Erie, SE	In Service	No
174859	BB3 Plus	Broad & Erie, SW	In Service	Yes
174548	BB3 Plus	Broad & Federal, NW	In Service	No
171754	BB3 Plus	Broad & Fitzwater, NW	In Service	No
172227	BB3 Plus	Broad & Fitzwater, SE	In Service	No
174556	BB3 Plus	Broad & Girard, NW	In Service	No
174269	BB3 Plus	Broad & Girard, SW	In Service	No
174875	BB3 Plus	Broad & Grange, SE	In Service	No
174760	BB3 Plus	Broad & Hunting Park, NE	In Service	No
174776	BB3 Plus	Broad & Hunting Park, NW (McDonalds)	In Service	No

172221	BB3 Plus	Broad & Jefferson, NE	In Service	No
171820	BB3 Plus	Broad & JFK Boulevard, NW	In Service	Yes
171237	BB3 Plus	Broad & Locust, SE	In Service	Yes
171712	BB3 Plus	Broad & Locust, SW	In Service	No
171749	BB3 Plus	Broad & Lombard, NE	In Service	No
171611	BB3 Plus	Broad & Lombard, NW	In Service	Yes
171610	BB3 Plus	Broad & Lombard, SE	In Service	Yes
171794	BB3 Plus	Broad & Lombard, SW	In Service	No
174557	BB3 Plus	Broad & Master, NW	In Service	No
174769	BB3 Plus	Broad & Master, SW	In Service	No
174564	BB3 Plus	Broad & Mifflin, NW	In Service	No
174563	BB3 Plus	Broad & Moore, SE	In Service	No
174567	BB3 Plus	Broad & Morris, NW	In Service	No
174862	BB3 Plus	Broad & Norris, SW	In Service	Yes
174784	BB3 Plus	Broad & Olney, NE	In Service	No
174873	BB3 Plus	Broad & Olney, NW	In Service	No
173049	BB3 Plus	Broad & Oregon, NE	In Service	No
173264	BB3 Plus	Broad & Oregon, SW	In Service	No
174559	BB3 Plus	Broad & Oxford, SE	In Service	No
174561	BB3 Plus	Broad & Passyunk, NW	In Service	No
173213	BB3 Plus	Broad & Passyunk, SE	In Service	Yes
173258	BB3 Plus	Broad & Passyunk, SW	In Service	No
171616	BB3 Plus	Broad & Penn,SE	In Service	No
171795	BB3 Plus	Broad & Pine, NE	In Service	No
171657	BB3 Plus	Broad & Pine, NW	In Service	Yes
171620	BB3 Plus	Broad & Pine, SE	In Service	Yes
171757	BB3 Plus	Broad & Pine, SW	In Service	No
174852	BB3 Plus	Broad & Polett, NW	In Service	Yes
174757	BB3 Plus	Broad & Polett, SE	In Service	Yes
173048	BB3 Plus	Broad & Porter, NW	In Service	No
171982	BB3 Plus	Broad & Race, NE (Church)	In Service	No
174494	BB3 Plus	Broad & Ridge Corner, NW	In Service	No
174560	BB3 Plus	Broad & Ridge, SE	In Service	No
172006	BB3 Plus	Broad & Ridge, SW	In Service	No
173038	BB3 Plus	Broad & Ritner, SE	In Service	No
174870	BB3 Plus	Broad & Ruscomb, SE	In Service	No
171628	BB3 Plus	Broad & Sansom, NW	In Service	Yes
171656	BB3 Plus	Broad & Sansom, SE	In Service	Yes
171714	BB3 Plus	Broad & Sansom, SW	In Service	No
173047	BB3 Plus	Broad & Shunk, SW	In Service	No
173238	BB3 Plus	Broad & Snyder on Snyder, NE	In Service	Yes
173255	BB3 Plus	Broad & Snyder, NE	In Service	No
173262	BB3 Plus	Broad & Snyder, SW	In Service	No

174879	BB3 Plus	Broad & Somerville, NW	In Service	No
171747	BB3 Plus	Broad & South St., NE	In Service	No
171612	BB3 Plus	Broad & South, NW	In Service	Yes
171642	BB3 Plus	Broad & South, SE	In Service	Yes
171748	BB3 Plus	Broad & South, SW	In Service	No
171666	BB3 Plus	Broad & Spruce, NE	In Service	Yes
171619	BB3 Plus	Broad & Spruce, NW	In Service	Yes
171753	BB3 Plus	Broad & Spruce, SW	In Service	No
171810	BB3 Plus	Broad & Vine St., NW	In Service	No
171770	BB3 Plus	Broad & Vine, NE	In Service	No
171765	BB3 Plus	Broad & Vine, SW	In Service	No
171618	BB3 Plus	Broad & Walnut	In Service	Yes
171713	BB3 Plus	Broad & Walnut, NE	In Service	No
171673	BB3 Plus	Broad & Walnut, SE	In Service	Yes
171732	BB3 Plus	Broad & Walnut, SW	In Service	No
171672	BB3 Plus	Broad & Washington, NE	In Service	Yes
171806	BB3 Plus	Broad & Washington, SE	In Service	No
171658	BB3 Plus	Broad & Washington, SW	In Service	Yes
174872	BB3 Plus	Broad & Wyoming, NW	In Service	No
174864	BB3 Plus	Broad & Wyoming, SE	In Service	Yes
174787	BB3 Plus	Broad & York, NW	In Service	No
173184	BB3 Plus	Carson & Cresson, SE	In Service	No
173163	BB3 Plus	Chelten & Germantown, NE	In Service	Yes
173158	BB3 Plus	Chelten & Germantown, NW	In Service	Yes
173104	BB3 Plus	Chelten & Germantown, SE	In Service	Yes
173062	BB3 Plus	Chelten & Germantown, SW	In Service	Yes
173141	BB3 Plus	Chelten & Green, NE	In Service	No
173094	BB3 Plus	Chelten & Wayne, NE	In Service	No
173068	BB3 Plus	Chelten & Wayne, SW	In Service	No
171741	BB3 Plus	Chestnut between 10th & 11th (South Side)	In Service	No
171919	BB3 Plus	Chestnut between between Front & Columbus Blvd	In Service	No
172077	BB3 Plus	Chestnut St between 3rd & 4th	In Service	No
172223	BB3 Plus	City Hall & East Portal	In Service	No
172232	BB3 Plus	City Hall courtyard (near tables)	In Service	Yes
173287	BB3 Plus	City Hall/South entrance	In Service	Yes
173151	BB3 Plus	Cliveden & Germantown, NW	In Service	No
173217	BB3 Plus	Cliveden & Germantown, SE	In Service	No
173162	BB3 Plus	Cottman & Frankford Ave, NW	In Service	Yes
173160	BB3 Plus	Cottman & Frankford Ave, SE	In Service	Yes
173244	BB3 Plus	Cresson & Cotton, SW	In Service	Yes
173191	BB3 Plus	Creswell & Midvale, SE	In Service	No
173172	BB3 Plus	Cross & Passyunk, NE	In Service	Yes
173214	BB3 Plus	Cross & Passyunk, SE	In Service	Yes

173197	BB3 Plus	Dickinson & Passyunk, SW	In Service	Yes
173122	BB3 Plus	Durham & Germantown, NE	In Service	Yes
173069	BB3 Plus	Durham & Germantown, NW	In Service	No
173186	BB3 Plus	Duval & Germantown Ave, NE	In Service	No
174295	BB3 Plus	East side of Germantown Ave. Between Butler and Broad	In Service	Yes
174231	BB3 Plus	Eastside Point Breeze Midblock Btwn Dickinson & Reed	In Service	No
173142	BB3 Plus	Englewood & Frankford Ave, NW	In Service	No
173159	BB3 Plus	Federal & Passyunk, SW	In Service	Yes
173095	BB3 Plus	Frankford & Columbia, NE	In Service	Yes
173050	BB3 Plus	Frankford & Daulphin, SE	In Service	No
173263	BB3 Plus	Frankford & Master, SW	In Service	No
173046	BB3 Plus	Frankford & Norris, NW	In Service	No
173166	BB3 Plus	Frankford & Princeton Ave, SE	In Service	Yes
173091	BB3 Plus	Frankford & Shackamaxon, SE	In Service	Yes
173125	BB3 Plus	Frankford & Susquehanna, SE(Not at Location)	In Service	Yes
172215	BB3 Plus	Frankford & Unity, SE (Opposite Frankford Square)	In Service	No
173223	BB3 Plus	Frankford & York, SE	In Service	No
172214	BB3 Plus	Frankford Ave & Bridge St, SE	In Service	Yes
172108	BB3 Plus	Frankford Ave & Church St, NE (Presbyterian Church)	In Service	Yes
173067	BB3 Plus	Frankford Ave & Columbus Blvd, SE	In Service	No
173208	BB3 Plus	Frankford Ave & Foulkrod St, NE (In front of Sugar & Spice)	In Service	Yes
171916	BB3 Plus	Frankford Ave & Foulkrod St, SW (4750)	In Service	Yes
173065	BB3 Plus	Frankford Ave & Margaret St, NE	In Service	No
171874	BB3 Plus	Frankford Ave & Orthodox, NW	In Service	Yes
174751	BB3 Plus	Frankford Ave & Overington, SW (Frankford Library)	In Service	Yes
174857	BB3 Plus	Frankford Ave & Oxford Ave, NW(Citizens Bank)	In Service	Yes
172224	BB3 Plus	Frankford Ave & Pratt, NE	In Service	No
171825	BB3 Plus	Frankford Ave & Pratt, NW	In Service	Yes
172010	BB3 Plus	Frankford Ave & Sellers, SE (In front of Anointed Church 4467)	In Service	Yes
171739	BB3 Plus	Frankford Ave. & Arrott St, SW	In Service	No
171798	BB3 Plus	Frankford Ave. & Bridge St., SW	In Service	Yes
172113	BB3 Plus	Frankford Ave. & Church St., SE (Nulty Funeral Home)	In Service	No
172130	BB3 Plus	Frankford Ave. & Dyre, SE	In Service	No
174756	BB3 Plus	Frankford Ave. & Meadow St, NE	In Service	Yes
171923	BB3 Plus	Frankford Ave. & Oxford Ave, SW (Terminal,SEPTA)	In Service	Yes
172043	BB3 Plus	Frankford Ave. & Pratt St., SW (SEPTA Terminal)	In Service	No
171840	BB3 Plus	Frankford Ave. & Pratt, SE	In Service	Yes
171878	BB3 Plus	Frankford Ave. & Ruan St., NW	In Service	No
173165	BB3 Plus	Frankford Ave. & Ruan St., SE (at Appliance store)	In Service	Yes
171865	BB3 Plus	Frankford Ave. & Unity St., NW (Frankford Trust Co.)	In Service	Yes

171745	BB3 Plus	Frankford Ave. Btwn Pratt & Dyre (Wells Fargo Bank)	In Service	No
171993	BB3 Plus	Franklin Town & Callowhill, NE	In Service	Yes
172032	BB3 Plus	Front & Arch, NW	In Service	No
172100	BB3 Plus	Front & Bainbridge, SE	In Service	No
171892	BB3 Plus	Front & Chestnut, NW	In Service	No
171842	BB3 Plus	Front & Chestnut, SE	In Service	No
171931	BB3 Plus	Front & Chestnut, SE	In Service	Yes
171933	BB3 Plus	Front & Chestnut, SW	In Service	No
172123	BB3 Plus	Front & Lombard, SE	In Service	No
171896	BB3 Plus	Front & Market (East Side)	In Service	No
171680	BB3 Plus	Front & Market (SEPTA station)	In Service	Yes
172141	BB3 Plus	Front & Pine, NE	In Service	No
171932	BB3 Plus	Front & South	In Service	No
171984	BB3 Plus	Front & South, SW	In Service	Yes
172133	BB3 Plus	Front & Spruce, NW	In Service	No
171843	BB3 Plus	Front & Walnut St	In Service	Yes
171981	BB3 Plus	Front & Walnut, SW	In Service	No
173138	BB3 Plus	Germantow Ave. & Mount Airy, NW	In Service	No
171818	BB3 Plus	Germantown & Armat, NE	In Service	No
173139	BB3 Plus	Germantown & Hortter, SE	In Service	No
172246	BB3 Plus	Germantown & Pelham, NW	In Service	No
173099	BB3 Plus	Germantown & Pelham, NW	In Service	Yes
173152	BB3 Plus	Germantown & Slocum, SE (Across from Pelham Rd)	In Service	No
173170	BB3 Plus	Germantown Ave & Phil Ellena St., NE	In Service	Yes
173173	BB3 Plus	Germantown Ave between Roumfort Rd & Cresheim Valley Drive (Trolley Car Diner)	In Service	Yes
172188	BB3 Plus	Germantown Ave mid-block between Venango & Victoria	In Service	Yes
173044	BB3 Plus	Germantown Ave mid-block between Washington Ln & Pamona	In Service	No
174761	BB3 Plus	Germantown between Willow Grove Woodale (Baker Street Bread Co.)	In Service	No
173040	BB3 Plus	Good & Germantown Ave, NW	In Service	No
172243	BB3 Plus	Gowen & Germantown Ave, NE	In Service	No
173242	BB3 Plus	Grape & Main, NW	In Service	Yes
173219	BB3 Plus	Green Lane & Main, NE	In Service	No
173178	BB3 Plus	Jamestown & Main, SE	In Service	No
173194	BB3 Plus	Johnson & Germantown, NE	In Service	No
173195	BB3 Plus	Johnson & Germantown, NW	In Service	No
171789	BB3 Plus	Juniper & Chestnut, NW	In Service	No
171716	BB3 Plus	Juniper & Chestnut, SE	In Service	No
172038	BB3 Plus	Juniper & Locust, SW	In Service	No
171829	BB3 Plus	Juniper & Market, NE (Macy's)	In Service	No
171807	BB3 Plus	Kensington & Allegheny, SW	In Service	No

174867	BB3 Plus	Kensington Ave. & E. Huntingdon St., SE	In Service	No
171928	BB3 Plus	Krams & Ridge Ave, NW	In Service	No
173167	BB3 Plus	Latona & Passyunk, NE	In Service	Yes
171678	BB3 Plus	Letitia & Market, SE	In Service	Yes
173210	BB3 Plus	Levering & Cresson, SW	In Service	Yes
173251	BB3 Plus	Levering & Main, NE	In Service	Yes
173247	BB3 Plus	Lock & Main, NW	In Service	Yes
173176	BB3 Plus	Lock & Main, SE	In Service	No
173145	BB3 Plus	Longshore & Frankford Ave, NE	In Service	No
173143	BB3 Plus	Longshore & Frankford Ave, NW	In Service	No
174547	BB3 Plus	Main Street (across from CVS)	In Service	No
171755	BB3 Plus	Market St between 10th & 11th (North Side)	In Service	No
172245	BB3 Plus	Market St. between 10th & 9th (South Side)	In Service	No
173072	BB3 Plus	Meehan & Germantown, NE	In Service	No
174223	BB3 Plus	Mid bk Germantown ave bet Chelten/Armat w/s	In Service	No
173112	BB3 Plus	Midvale & Ridge, SW	In Service	Yes
173205	BB3 Plus	Mifflin & Passyunk, NE	In Service	Yes
173187	BB3 Plus	Mifflin & Passyunk, SW	In Service	No
173249	BB3 Plus	Moore & Passyunk, NE	In Service	Yes
174869	BB3 Plus	Morel & Germantown Ave, SE	In Service	No
173035	BB3 Plus	Mount Airy & Germantown, NE	In Service	No
173140	BB3 Plus	Mount Airy & Germantown, SE	In Service	No
173066	BB3 Plus	Mount Airy & Germantown, SW	In Service	No
173041	BB3 Plus	Mount Pleasant & Germantown, NE	In Service	No
173087	BB3 Plus	Mount Pleasant & Germantown, NW	In Service	No
173175	BB3 Plus	Mount Pleasant & Germantown, SW	In Service	No
173260	BB3 Plus	Ne 12th/ Lombard	In Service	No
174281	BB3 Plus	Ne 32nd/Market	In Service	No
174429	BB3 Plus	Ne 52nd/Larchwood	In Service	Yes
174534	BB3 Plus	Ne 52nd/Walnut	In Service	Yes
173274	BB3 Plus	Ne 5th/ Roosevelt Blvd	In Service	No
174426	BB3 Plus	Ne 5th/Cumberland	In Service	No
174282	BB3 Plus	Ne 5th/Lehigh	In Service	No
174457	BB3 Plus	Ne 5th/Susquehanna	In Service	No
174291	BB3 Plus	Ne 60th/Market	In Service	No
174492	BB3 Plus	Ne Broad/Cumberland	In Service	No
174444	BB3 Plus	Ne Broad/Erie	In Service	Yes
174553	BB3 Plus	Ne Broad/Federal	In Service	No
174440	BB3 Plus	Ne Broad/Montgomery	In Service	Yes
174469	BB3 Plus	Ne Broad/Ontario	In Service	No
174543	BB3 Plus	Ne Broad/Parrish	In Service	No
174267	BB3 Plus	Ne Broad/Spring Garden	In Service	Yes
174308	BB3 Plus	Ne Cumberland/Kensington	In Service	No

172167	BB3 Plus	Ne Frankford Ave./ Wakeling St (Soll Eye Associate)	In Service	No
174451	BB3 Plus	Ne Greeby/Frankford/ave	In Service	No
174287	BB3 Plus	Ne Jasper/Kensington	In Service	No
174302	BB3 Plus	Ne Ridge/Green Ln.	In Service	No
173284	BB3 Plus	Ne Roxborough/Main	In Service	No
172230	BB3 Plus	Nippon & Germantown Ave, NW	In Service	No
174443	BB3 Plus	Nw 12th/Spruce	In Service	Yes
173272	BB3 Plus	Nw 22nd/Cambria	In Service	No
174206	BB3 Plus	Nw 29th/Girard	In Service	Yes
174459	BB3 Plus	Nw 2nd/Brown	In Service	No
174431	BB3 Plus	Nw 2nd/Fairmount	In Service	Yes
174297	BB3 Plus	Nw 31st/Market	In Service	No
174276	BB3 Plus	Nw 34th/Market	In Service	Yes
174439	BB3 Plus	Nw 3rd/Fairmount	In Service	Yes
174446	BB3 Plus	NW 52nd Street/ Walnut Street	In Service	No
174468	BB3 Plus	Nw 52nd/Arch	In Service	No
174458	BB3 Plus	Nw 52nd/Chestnut	In Service	No
174221	BB3 Plus	Nw 5th/Cambria	In Service	No
173280	BB3 Plus	Nw 5th/Olney	In Service	Yes
174235	BB3 Plus	Nw 5th/Somerset	In Service	No
174294	BB3 Plus	Nw 60th/Chestnut	In Service	No
174271	BB3 Plus	Nw 60th/Market	In Service	Yes
174447	BB3 Plus	Nw Abington/Germantown ave	In Service	No
174246	BB3 Plus	Nw Aldine/Frankford ave	In Service	No
174535	BB3 Plus	Nw Broad/CB Moore	In Service	Yes
174525	BB3 Plus	Nw Broad/Glenwood	In Service	Yes
174493	BB3 Plus	Nw Broad/Jefferson	In Service	No
174526	BB3 Plus	Nw Broad/Moore	In Service	Yes
173275	BB3 Plus	Nw Broad/Oregon	In Service	Yes
174530	BB3 Plus	Nw Broad/Oxford	In Service	Yes
173267	BB3 Plus	Nw Broad/Reed	In Service	No
173277	BB3 Plus	Nw Broad/Snyder	In Service	Yes
174207	BB3 Plus	Nw Broad/Spring Garden	In Service	Yes
174544	BB3 Plus	Nw Broad/Susquehanna	In Service	No
174533	BB3 Plus	Nw Broad/Tasker	In Service	Yes
174527	BB3 Plus	NW Frankford Ave/ Dyre	In Service	Yes
174292	BB3 Plus	Nw Haggart/Kensington	In Service	No
174300	BB3 Plus	Nw Hartwell/Germantown ave	In Service	No
174303	BB3 Plus	Nw Penn/Germantown ave	In Service	No
174234	BB3 Plus	Nw Schoolhouse/Germantown ave	In Service	No
173113	BB3 Plus	Nw Sedgwick/Germantown	In Service	No
174305	BB3 Plus	Nw Susquehanna/Kensington	In Service	No
174228	BB3 Plus	Nw Tyson/Frankford ave	In Service	No

174855	BB3 Plus	Olney & Broad, SE	In Service	Yes
173086	BB3 Plus	Palmer & Frankford, NW	In Service	No
173155	BB3 Plus	Passyunk/Morris, NW (just Past Morris at PPA lot)	In Service	No
172027	BB3 Plus	Penns Landing & Columbus Blvd, SE	In Service	No
172235	BB3 Plus	Phil Elenna & Germantown	In Service	No
173224	BB3 Plus	Pleasant & Germantown, SW	In Service	No
172147	BB3 Plus	Race & Juniper, NW	In Service	No
171830	BB3 Plus	Race & Marvine	In Service	No
173185	BB3 Plus	Rector & Main, NW	In Service	No
173243	BB3 Plus	Rector & Main, SE	In Service	Yes
174781	BB3 Plus	Ridge & Dupont, NW	In Service	No
172033	BB3 Plus	Ridge & Spring Garden, SE	In Service	No
173188	BB3 Plus	Ridge Ave. & Main Street (Bus stop & United Artist Theatre)	In Service	No
171665	BB3 Plus	Rittenhouse & 18th St, NE	In Service	Yes
173190	BB3 Plus	Roxborough & Main, NW	In Service	No
173174	BB3 Plus	S American & South, SE	In Service	Yes
173078	BB3 Plus	Saunders & Lancaster, SW	In Service	No
174764	BB3 Plus	Schuylkill & Market St, NE	In Service	No
174856	BB3 Plus	Schuylkill between Market & JFK Blvd, NE (bus stop north of Market)	In Service	Yes
174244	BB3 Plus	SE 19th and Washington Ave	In Service	No
174208	BB3 Plus	Se 29th/Girard	In Service	Yes
174454	BB3 Plus	Se 52nd/Arch	In Service	No
174537	BB3 Plus	Se 52nd/Chestnut	In Service	Yes
174529	BB3 Plus	Se 52nd/Market	In Service	Yes
174463	BB3 Plus	Se 52nd/Pine	In Service	No
174465	BB3 Plus	Se 5th/Cumberland	In Service	No
174551	BB3 Plus	Se 5th/Sommerset	In Service	No
174456	BB3 Plus	Se 5th/York	In Service	No
174290	BB3 Plus	Se 7th/Chestnut	In Service	No
174224	BB3 Plus	Se Abington/Germantown ave	In Service	No
174304	BB3 Plus	Se Armat/Germantown ave	In Service	No
174218	BB3 Plus	Se Bleigh/Frankford ave	In Service	Yes
174307	BB3 Plus	Se Boston/Kensington	In Service	No
174213	BB3 Plus	Se Broad/Alleghney	In Service	Yes
174239	BB3 Plus	Se Broad/Diamond	In Service	No
174550	BB3 Plus	Se Broad/Ellsworth	In Service	No
174270	BB3 Plus	Se Broad/Girard	In Service	Yes
174555	BB3 Plus	Se Broad/Jefferson	In Service	No
174464	BB3 Plus	Se Broad/Louden	In Service	No
174538	BB3 Plus	Se Broad/Master	In Service	Yes
174554	BB3 Plus	Se Broad/Mifflin	In Service	No

174552	BB3 Plus	Se Broad/Morris	In Service	No
174441	BB3 Plus	Se Broad/Norris	In Service	Yes
173285	BB3 Plus	Se Broad/Oregon	In Service	Yes
173130	BB3 Plus	Se Broad/Porter	In Service	No
174466	BB3 Plus	Se Broad/Rockland	In Service	No
173288	BB3 Plus	Se Broad/Shunk	In Service	No
173286	BB3 Plus	Se Broad/Snyder	In Service	Yes
174549	BB3 Plus	Se Broad/Susquehanna	In Service	No
173129	BB3 Plus	Se Broad/Wolf	In Service	No
174434	BB3 Plus	Se Frankford Ave./ Oxford Ave (Terminal Newstand)	In Service	No
173115	BB3 Plus	Se Gorgas Lane/Germantown ave	In Service	No
173268	BB3 Plus	SE Juniper/Market	In Service	Yes
174309	BB3 Plus	Se Magee/Frankford ave	In Service	No
173273	BB3 Plus	Se Mount Pleasant/Germantown	In Service	No
174272	BB3 Plus	Se Seargent/Kensington	In Service	Yes
174448	BB3 Plus	Se Springfield/Germantown ave	In Service	No
174210	BB3 Plus	Se Wellington/Frankford ave	In Service	Yes
174430	BB3 Plus	Se Willow Grove/Germantown ave	In Service	Yes
173134	BB3 Plus	Sedgwick & Germantown, SE	In Service	Yes
173148	BB3 Plus	Sharpnack & Germantown, NW	In Service	No
173182	BB3 Plus	Shurs & Main, NE	In Service	No
173192	BB3 Plus	Shurs & Main, SW	In Service	No
173089	BB3 Plus	Sloan & Lancaster, SW	In Service	Yes
171819	BB3 Plus	South Penn & Broad (Ritz Carlton)	In Service	Yes
171930	BB3 Plus	South St between 2nd & 3rd Sts (across from American St.)	In Service	No
172131	BB3 Plus	South St between 9th & 10th	In Service	No
172248	BB3 Plus	South St mid blk. bet 4th & 5th (North side)	In Service	No
171935	BB3 Plus	South St. between 3rd & 4th	In Service	No
171917	BB3 Plus	South St. between 5th & 6th	In Service	No
171934	BB3 Plus	South St. between 5th & 6th	In Service	No
174241	BB3 Plus	Southampton/Germantown mid block/Post Office	In Service	No
172220	BB3 Plus	Springer & Germantown Ave	In Service	No
174226	BB3 Plus	Sw 23rd/Lombard	In Service	No
174284	BB3 Plus	Sw 30th/Market	In Service	No
173283	BB3 Plus	Sw 40th/Lancaster	In Service	No
172171	BB3 Plus	Sw 48th/Spruce	In Service	Yes
174462	BB3 Plus	Sw 5th/Cumberland	In Service	No
174460	BB3 Plus	Sw 5th/Dauphin	In Service	No
174449	BB3 Plus	Sw 5th/Huntington	In Service	No
174240	BB3 Plus	Sw 5th/Lehigh	In Service	No
174222	BB3 Plus	Sw Brighton/Frankford ave	In Service	No
174546	BB3 Plus	Sw Broad/Ellsworth	In Service	No

174528	BB3 Plus	Sw Broad/Green	In Service	Yes
174531	BB3 Plus	Sw Broad/Morris	In Service	Yes
173265	BB3 Plus	Sw Carpenter/Germantown	In Service	No
174435	BB3 Plus	SW corner Frankford Ave and Ryan Ave	In Service	Yes
173261	BB3 Plus	Sw Durham/Germantown	In Service	No
174450	BB3 Plus	Sw Mermaid/Germantown mid block/Plaza Cleaners	In Service	No
174236	BB3 Plus	Sw Price/Germantown (Park w/s)	In Service	No
174279	BB3 Plus	Sw Ridge/Hermitage	In Service	Yes
174286	BB3 Plus	Sw Ridge/Leverington	In Service	No
174285	BB3 Plus	Sw Ridge/Parker	In Service	No
174452	BB3 Plus	Sw Springfield/Germantown ave	In Service	No
173074	BB3 Plus	Thompson & Frankford, NW	In Service	No
172240	BB3 Plus	Three Bear Park,300 Cypress St, SW	In Service	No
173259	BB3 Plus	Upsal & Germantown, NW	In Service	No
173039	BB3 Plus	Upsal & Germantown, SE	In Service	No
172242	BB3 Plus	W Allens lane & Germantown Ave, NW	In Service	No
173101	BB3 Plus	Wallace & Lancaster, NE	In Service	Yes
174750	BB3 Plus	Walnut Lane & Ogontz, SE	In Service	No
173204	BB3 Plus	Washington Lane & Germantown Ave, NE	In Service	Yes
173237	BB3 Plus	Washington Ln & Germantown, NW	In Service	Yes
172216	BB3 Plus	West Allens Ln & Germantown, SE	In Service	No
174865	BB3 Plus	York & Kensington, SE	In Service	No
1400004	BB4	8229 Germantown Ave.	In Service	No
1400007	BB4	5th & Lehigh, SE	In Service	No
1400012	BB4	5th & Indiana, SE	In Service	Yes
1400013	BB4	8308 Germantown Ave	In Service	No
1400015	BB4	Earp & Point Breeze, NW	In Service	No
1400016	BB4	5th & Cambria, SE	In Service	No
1400017	BB4	Frankford & Master, NE	In Service	No
1401885	BB4	Drexel Rd & Haverford, SE	In Service	Yes
1401886	BB4	15th St & Snyder Ave, SE	In Service	No
1401887	BB4	3rd & Church (between Market & Arch)	In Service	Yes
1401888	BB4	7516 City Ave	In Service	Yes
1401889	BB4	56th & Market, SW	In Service	No
1401890	BB4	13th & Sansom, NE	In Service	No
1401891	BB4	Front & Girard, NE	In Service	No
1401892	BB4	16th & Washington Ave, NE	In Service	No
1401893	BB4	3rd & Race, SE	In Service	Yes
1401894	BB4	50th & Market, SE	In Service	No
1401895	BB4	5th Street (Bourse Bldg.)	In Service	No
1401896	BB4	13th & Sansom, NE	In Service	Yes
1401897	BB4	Grays Ferry & Fitzwaters, SE	In Service	Yes
1401898	BB4	20th & Fitzwaters, NW	In Service	Yes

1401899	BB4	3rd & Arch, SE	In Service	Yes
1401900	BB4	Germantown & Venango	In Service	No
1401901	BB4	13th & Sansom, SW	In Service	Yes
1401902	BB4	Bodine & Market, SW	In Service	No
1401903	BB4	18th & Walnut, NE	In Service	Yes
1401904	BB4	20th & Carpenter, NE	In Service	Yes
1401905	BB4	Castor & Aramingo, SE	In Service	Yes
1401906	BB4	Sherwood & Haverford Ave, SW	In Service	Yes
1401907	BB4	46th & Market, SW	In Service	No
1401908	BB4	46th & Market, NW	In Service	No
1401909	BB4	5215 Market	In Service	No
1401910	BB4	Sherwood & Haverford Ave, SE	In Service	No
1401911	BB4	Venango & Aramingo, NW	In Service	No
1401912	BB4	18th & Walnut, SE	In Service	No
1401913	BB4	Woodbine & Haverford Ave, SW	In Service	Yes
1401914	BB4	Germantown & Erie Aves, NE	In Service	No
1401915	BB4	Kensington & Allegheny, NW	In Service	No
1401916	BB4	35 S 2nd street (between Market & Chestnut)	In Service	No
1401917	BB4	2nd & Cuthbert, SE (Near Arden)	In Service	Yes
1401918	BB4	Overbrook & Haverford, SE	In Service	No
1401919	BB4	7547 Haverford Ave	In Service	Yes
1401920	BB4	17th & Sansom, SE	In Service	No
1401921	BB4	Tioga & Aramingo, NE (Dunkin Donuts)	In Service	No
1401922	BB4	Front & Girard, SE	In Service	No
1401923	BB4	Ontario & Aramingo, NW	In Service	Yes
1401924	BB4	6th & Lehigh, NW	In Service	Yes
1401925	BB4	Monument & City Line, SE	In Service	Yes
1401926	BB4	5212 Market st.	In Service	No
1401927	BB4	18th & Sansom, SW	In Service	No
1401928	BB4	56th & Market, SE	In Service	No
1401929	BB4	Overbrook & Haverford Ave, SW	In Service	Yes
1401930	BB4	Germantown Ave. & W Atlantic St. East Side	In Service	No
1401931	BB4	Brockton Rd & Haverford Ave, SW	In Service	Yes
1401932	BB4	54th & Hazelhurst, NW	In Service	No
1401933	BB4	17th & Walnut, NE	In Service	Yes
1401934	BB4	17th & Walnut, SE	In Service	No
1401935	BB4	63rd & Overbrook, NW	In Service	Yes
1401936	BB4	5132 Market st.	In Service	No
1401937	BB4	10th & Cherry, NE	In Service	Yes
1401938	BB4	3621 Germantown Ave .	In Service	No
1401939	BB4	Front & Girard, NW	In Service	No
1401940	BB4	54th & Montgomery, NW	In Service	Yes
1401941	BB4	7500 Haverford Ave (In front of Shoe repair)	In Service	No

1401942	BB4	60th & Market, SE	In Service	No
1401943	BB4	17th & Walnut, NW	In Service	No
1401944	BB4	52nd Market, SW	In Service	No
1401945	BB4	54th & City Line, NE	In Service	Yes
1401946	BB4	54th & Berks, SW	In Service	Yes
1401947	BB4	131 n & 3rd (United Incentives)	In Service	No
1401948	BB4	54th & Berks, SE	In Service	Yes
1401949	BB4	7564 Haverford (At Rite Aide)	In Service	No
1401950	BB4	City Line & Presidential Blvd (TGIF Resturant & Bus stop)	In Service	No
1401951	BB4	5th & Arch, SE	In Service	No
1401952	BB4	Everett & Castor Ave., SE	In Service	No
1401954	BB4	54th & Montgomery, SW	In Service	Yes
1401955	BB4	68th & Broad, NW	In Service	No
1401956	BB4	19th & Washington Ave., NW	In Service	Yes
1401957	BB4	13th St. between Market & Filbert	In Service	No
1401958	BB4	Frankford Ave. & Sellers, NW (Frankford Health Center)	In Service	No
1401959	BB4	Hellerman & Castor, SE	In Service	Yes
1401960	BB4	54th & Arlington, NE	In Service	No
1401961	BB4	18th & Chestnut, SE	In Service	No
1401962	BB4	Magee & Castor, NW	In Service	Yes
1401963	BB4	2nd & Race, SW	In Service	Yes
1401964	BB4	63rd & Market, SE	In Service	No
1401965	BB4	63rd & City Line, NE	In Service	No
1401966	BB4	Germantown Ave. & Tioga St., NW	In Service	Yes
1401967	BB4	60th & Market, SW	In Service	No
1401968	BB4	Levick & Castor, SE	In Service	No
1402156	BB4	Unruh & Castor, SE	In Service	Yes
1402157	BB4	Fanshaw & Castor, NW	In Service	No
1402158	BB4	Magee & Castor, NE	In Service	No
1402159	BB4	Unruh & Castor, NW	In Service	No
1402160	BB4	Castor Ave mid-block between Magee & Unruh (99 cent store)	In Service	No
1402161	BB4	Levick & Castor, NW	In Service	No
1402162	BB4	66th & Broad, NW (Dunkin Donuts)	In Service	No
1402163	BB4	19th & Passyunk, SE	In Service	No
1402164	BB4	Hellerman & Castor, NW	In Service	No
1402165	BB4	20th & Passyunk, SE	In Service	Yes
1402166	BB4	23rd & Passyunk, SE	In Service	Yes
1402167	BB4	19th & Passyunk, NW	In Service	No
1402168	BB4	Broad St. & Cherry St., NW (Penn Academy Of Arts)	In Service	No
1402169	BB4	23rd & Passyunk, NW	In Service	No
1402170	BB4	66th & Broad, SW	In Service	Yes

1402171	BB4	24th & Passyunk, SE	In Service	Yes
1402172	BB4	Broad & Stenton, NW	In Service	Yes
1501961	BB5	Point Breeze & Federal, SW	In Service	Yes
1501973	BB5	Latona & Point Breeze, NE	In Service	Yes
1502121	BB5	Point Breeze & Reed, NW	In Service	Yes
1502123	BB5	22nd & Greenwich, SE	In Service	Yes
1502124	BB5	20th & Federal, NW	In Service	Yes
1502125	BB5	20th & Federal, SE	In Service	Yes
1502126	BB5	Wharton & Point Breeze, NE	In Service	Yes
1502127	BB5	Point Breeze & Reed, SE	In Service	Yes
1502128	BB5	Point Breeze & Wharton, SW	In Service	Yes
1502131	BB5	Point Breeze & Dickinson, NE	In Service	Yes
174772	BB3	4910 Botanic Ave	Damaged	No
171710	BB3 Plus	4910 Botanic Ave	Damaged	No
171731	BB3 Plus	4913 Botanic Ave	Damaged	No
171927	BB3 Plus	4910 Botanic Ave	Damaged	No
171752	BB3 Plus	4910 Botanic Ave	Damaged	Yes
172191	BB3 Plus	4910 Botanic Ave	Damaged	Yes
171681	BB3	4910 Botanic Ave	In Storage	No
171762	BB3	4910 Botanic Ave	In Storage	No
171936	BB3	4910 Botanic Ave	In Storage	No
171966	BB3	4910 Botanic Ave	In Storage	No
172034	BB3	4910 Botanic Ave	In Storage	No
172040	BB3	4910 Botanic Ave	In Storage	No
172050	BB3	4910 Botanic Ave	In Storage	No
172054	BB3	4910 Botanic Ave	In Storage	No
172060	BB3	4910 Botanic Ave	In Storage	No
172066	BB3	4910 Botanic Ave	In Storage	No
172068	BB3	4910 Botanic Ave	In Storage	No
172075	BB3	4910 Botanic Ave	In Storage	No
172076	BB3	4910 Botanic Ave	In Storage	No
172080	BB3	4910 Botanic Ave	In Storage	No
172148	BB3	4910 Botanic Ave	In Storage	No
172172	BB3	4910 Botanic Ave	In Storage	No
172225	BB3	4910 Botanic Ave	In Storage	No
173071	BB3	4910 Botanic Ave	In Storage	No
173149	BB3	4910 Botanic Ave	In Storage	No
173153	BB3	4910 Botanic Ave	In Storage	No
173199	BB3	4910 Botanic Ave	In Storage	No
173240	BB3	4910 Botanic Ave	In Storage	No
174299	BB3	4910 Botanic Ave	In Storage	No
174818	BB3	4910 Botanic Ave	In Storage	No
172175	BB3	4910 Botanic Ave - Back room warehouse / Repaired	In Storage	No

171744	BB3	4910 Botanic Ave - Loose Door	In Storage	No
171764	BB3	4910 Botanic Ave - Loose Door	In Storage	No
174868	BB3	4910 Botanic Ave - Loose Door	In Storage	No
171859	BB3	4910 Botanic Ave	In Storage	Yes
171869	BB3	4910 Botanic Ave	In Storage	Yes
171758	BB3 Plus	4910 Botanic Ave	In Storage	No
171777	BB3 Plus	4910 Botanic Ave	In Storage	No
171868	BB3 Plus	4910 Botanic Ave	In Storage	No
171905	BB3 Plus	4910 Botanic Ave	In Storage	No
171958	BB3 Plus	4910 Botanic Ave	In Storage	No
171977	BB3 Plus	4910 Botanic Ave	In Storage	No
172025	BB3 Plus	4910 Botanic Ave	In Storage	No
172041	BB3 Plus	4910 Botanic Ave	In Storage	No
172052	BB3 Plus	4910 Botanic Ave	In Storage	No
172057	BB3 Plus	4910 Botanic Ave	In Storage	No
172064	BB3 Plus	4910 Botanic Ave	In Storage	No
172097	BB3 Plus	4910 Botanic Ave	In Storage	No
172105	BB3 Plus	4910 Botanic Ave	In Storage	No
172135	BB3 Plus	4910 Botanic Ave	In Storage	No
172137	BB3 Plus	4910 Botanic Ave	In Storage	No
172162	BB3 Plus	4910 Botanic Ave	In Storage	No
172163	BB3 Plus	4910 Botanic Ave	In Storage	No
172173	BB3 Plus	Returned and in storage @ 4910 Botanic Ave	In Storage	No
172187	BB3 Plus	4910 Botanic Ave	In Storage	No
172211	BB3 Plus	4910 Botanic Ave	In Storage	No
172234	BB3 Plus	4910 Botanic Ave	In Storage	No
173150	BB3 Plus	4910 Botanic Ave	In Storage	No
173234	BB3 Plus	4910 Botanic Ave	In Storage	No
174786	BB3 Plus	4910 Botanic Ave	In Storage	No
174853	BB3 Plus	4910 Botanic Ave - Loose Door	In Storage	No
171674	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171784	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171788	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171797	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171811	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171851	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171915	BB3 Plus	4910 Botanic Ave	In Storage	Yes
171992	BB3 Plus	4910 Botanic Ave	In Storage	Yes
172046	BB3 Plus	4910 Botanic Ave	In Storage	Yes
172048	BB3 Plus	4910 Botanic Ave	In Storage	Yes
172049	BB3 Plus	4910 Botanic Ave	In Storage	Yes
173211	BB3 Plus	4910 Botanic Ave	In Storage	Yes
174274	BB3 Plus	2646 Kensington Ave	In Storage	Yes

1400014	BB4	4910 Botanic Ave (Unknown Location)	In Storage	No
1401953	BB4	4910 Botanic Ave	In Storage	No
2504330	BB5	4910 Botanic Ave	In Storage	Yes
171734	BB3	4910 Botanic Ave	Under Repair	No
172042	BB3	4910 Botanic Ave	Under Repair	No
173100	BB3	4910 Botanic Ave	Under Repair	No
173119	BB3	4910 Botanic Ave	Under Repair	No
173198	BB3	4910 Botanic Ave	Under Repair	No
174455	BB3	4910 botanic avenue-under repair	Under Repair	No
174424	BB3	Sw 5th/York - Not in location missing	Under Repair	No
171711	BB3 Plus	Under repairs & Advanced Enviromental	Under Repair	No
171737	BB3 Plus	4910 Botanic Ave	Under Repair	No
171888	BB3 Plus	4910 Botanic Ave	Under Repair	No
171911	BB3 Plus	4910 Botanic Ave	Under Repair	No
171988	BB3 Plus	4910 Botanic Ave	Under Repair	No
172195	BB3 Plus	Broad & Race, NE	Under Repair	No
174878	BB3 Plus	4910 Botanic Ave	Under Repair	No
171804	BB3 Plus	4910 Botanic Ave	Under Repair	Yes
171814	BB3 Plus	4901 Botanic Ave	Under Repair	Yes
171889	BB3 Plus	4910 Botanic Ave	Under Repair	Yes
171895	BB3 Plus	231 S Broad (Broad & Locust)	Under Repair	Yes
171990	BB3 Plus	4901 Botanic Ave	Under Repair	Yes
172189	BB3 Plus	4910 Botanic Ave	Under Repair	Yes
174854	BB3 Plus	4910 Botanic Ave	Under Repair	Yes
1401969	BB4	4910 Botanic Ave	Under Repair	Yes

APPENDIX B

Municipal Advertising Policy

APPENDIX B

CITY POLICY FOR MUNICIPAL ADVERTISING ON BIGBELLY UNITS INCLUDED IN THE BIGBELLY CONCESSION AGREEMENT

This policy addresses commercial and public service advertising on BigBelly units, defined below. Any advertising space on BigBelly units, or as authorized under any contract with the City, is a nonpublic forum.

1. General Definitions.

Advertisement: Sign, display, or other notice designed to attract public attention or patronage.

BigBelly: Any Solar Powered Litter Compactors Unit deployed Citywide included in the BigBelly Concession Agreement on which the Concessionaire has the right to place Advertisements.

City: The City of Philadelphia.

Commercial Advertisement: An Advertisement for which a private individual or entity pays a fee to display that Advertisement on BigBelly units.

Department of Streets: The Department of Streets of the City of Philadelphia.

Public Service Advertisement: An Advertisement that is issued by the City, the Commonwealth of Pennsylvania, or the Federal Government.

Streets Commissioner: The Streets Commissioner of the City of Philadelphia or his/ her designee.

2. Streets Commissioner Approval Required.

No person shall post or display any Advertisement on BigBelly units without the express written consent of the Streets Commissioner or their designee and in such a manner as prescribed by the Streets Commissioner or his/her designee.

3. Commercial Advertisements. BigBelly units may display Commercial Advertisements subject to the following guidelines.

The Department of Streets will not accept the following Commercial Advertisements for display on BigBelly units:

- i) Advertisements that do not propose a commercial transaction;
- ii) Advertisements relating to the sale or use of alcohol, tobacco products, or firearms;
- iii) Advertisements that relate to sexually-oriented businesses or products;
- iv) Advertisements that are obscene or pornographic;
- v) Advertisements relating to political campaigns or ballot measures;

- vi) Advertisements that are false, misleading, defamatory, or infringe on any copyright, trade or service mark, title, or slogan.

4. **Public Service Advertisements.**

Public Service Advertisements on City Properties are limited to the following:

- i) Community, art, cultural, educational, or health-related events, programs, or initiatives;
- ii) The use of City services;
- iii) City tourism initiatives;
- iv) Public safety;
- v) Emergency planning and preparedness;
- vi) The greater Philadelphia area and economy.

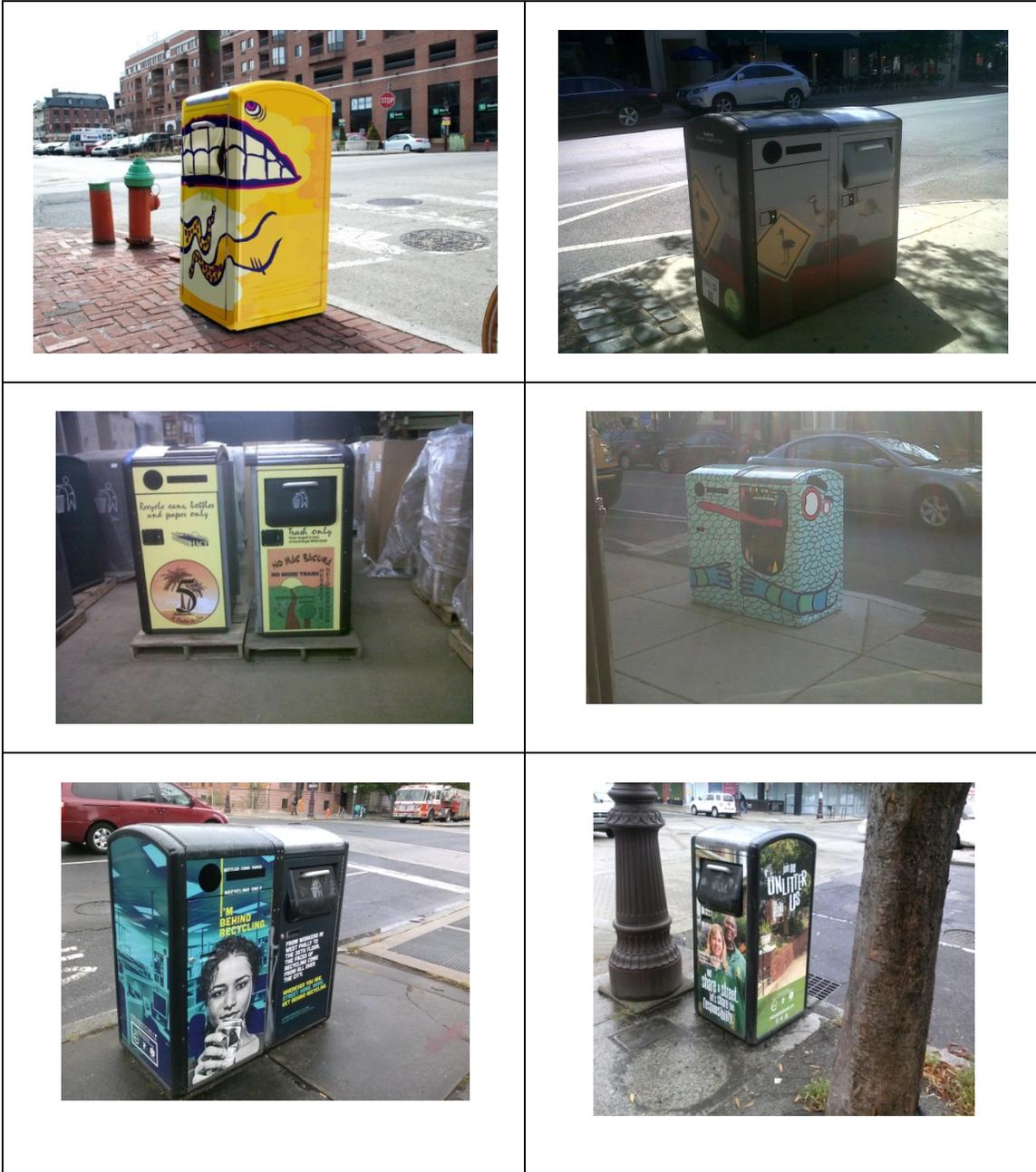
APPENDIX C

BigBelly Wraps

APPENDIX C

BIGBELLY WRAPS

Examples of Mural Arts Program, Recycling and UnLitter Program, and other Community messaging



APPENDIX D

**City Of Philadelphia, Office of Economic
Opportunity, Antidiscrimination Policy- Minority,
Woman And Disabled Owned Business
Enterprises, Forms, Instructions And Special
Contract Provisions, [Concession]**

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
[CONCESSION]**

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

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

The Office of Economic Opportunity has approved the following projected ranges of participation for this RFP which serve as a guide in determining each Respondent’s responsibility and relate to the total dollar amount of the cost of concession services:

MBE	10%	TO	15%
WBE	5%	TO	10%
		AND/OR	
DSBE	2%	TO	5%

These ranges represent the percentage of MBE and/or WBE (collectively, “M/WBE”) participation that should be attained by M/WBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through Respondent’s exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/WBEs. These ranges are derived from an analysis of factors such as the size and scope of the contract and the availability of certified M/WBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the RFP and failure to submit the required information will result in rejection of your proposal.

Respondent hereby verifies that all forms, information and documentation submitted to OEO 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. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Respondent also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this RFP, Respondent fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/WBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency³ and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No Respondent that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/WBE participant shall be considered to meet the range(s) if the M/WBE participant does not perform a commercially useful function (“CUF”). An M/WBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the RFP) which is worthy of the dollar amount of the M/WBE Subcontract and the M/WBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/WBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/WBE’s NAIC codes. Participation that is not commercially useful will not be counted.

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

4. An MBE/WBE submitting as the prime Respondent is required, like all other Respondents, to submit a proposal that is responsive to the Policy. The M/WBE Respondent will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range). In addition, the participation of an M/WBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/WBE partner’s ownership interest in the joint venture in accordance with the following criteria:

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

¹ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Respondent is strongly encouraged to search the Pennsylvania Unified Certification Program (“PaUCP”) Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

5. M/WBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, Respondents are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the cost of concession services the participation represents. In calculating the percentage amount, Respondents may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from Respondents in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

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

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled “Solicitation For Participation and Commitment Form”. Respondents should only make actual solicitations of M/WBEs whose services or materials are within the scope of this RFP. Mass mailing of a general nature to M/WBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The Respondent’s listing of a commitment with an M/WBE constitutes a representation that the Respondent has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City (“Contract Commitment”).
- If the Respondent has entered into a joint venture with an MBE and/or WBE partner, the Respondent is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled “Joint Venture Eligibility Information Form,” available at OEO, for the City’s review and approval of the joint venture arrangement.

3. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/WBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/WBE participation ranges (“Request For Reduction/Waiver”). Respondent, through the submission of documentary evidence must show that Respondent took all necessary steps and made reasonable efforts to achieve the M/WBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/WBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as

nonresponsive; the City, at its sole discretion, may allow Respondents to submit or amend their submission at any time prior to award which may result in revision to Respondent's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent.
- Any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the OEO that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's efforts to achieve participation within the ranges, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Respondent's documentary evidence will be reviewed by the OEO to determine whether Respondent exercised Best and Good Faith Efforts in response to the participation ranges. **Respondent's expressed desire to self-perform services with its own employees will not excuse Respondent from exercising Best and Good Faith Efforts to include M/WBEs in its proposal and cannot be used as a basis for requesting a reduction or waiver of the participation ranges.** OEO's review will include consideration of the following:

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

4. After review of the Respondent's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department. If the proposal is determined nonresponsive by the OEO, the Respondent will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful Respondent is required to enter into legally binding

agreement(s) (“M/WBE Subcontract(s)”) with its M/WBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the “Contract Commitment(s)”). M/WBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total value of the cost of concession services (including any increase in the cost of concession services). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful Respondent is required to pay its M/WBE participants promptly for services performed under the contract (including the supply of materials). In connection with the payment of its M/WBE participants, the successful Respondent agrees to fully comply with the City’s electronic payment verification systems.

3. No privity of contract exists between the City and any M/WBE participant identified in any contract resulting from this RFP. The City does not intend to give or confer upon any such M/WBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 03-12 or by reason of any contract resulting from the RFP except such rights or remedies that the M/WBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

1. The successful Respondent’s compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful Respondent has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract, which includes termination of the Contract, debar

successful Respondent from proposing on and/or participating in any future contracts for a maximum period of three (3) years. These remedies 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/WBE participants.

APPENDIX E

Local Business Entity or Local Impact Certification

APPENDIX E

Instructions: Applicants who seek as a positive factor in the City’s consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: _____

Local Business Entity Certification

___ I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109(3)(b) of the Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

A. Has continuously maintained a valid Commercial Activity or Business Privilege License and all other licenses and permits necessary to conduct business with the City;

B. Has continuously occupied an office within the City, where business is conducted; and

C. Satisfies at least one of the following requirements *(Check those applicable to Applicant)*:

___ (1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

___ (2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

___ (3) Applicant’s principal place of business is located in the City.

Local Impact Certification

___ I certify that in the performance of a contract resulting from this RFP, the Applicant named above will employ City residents.

___ I certify that in the performance of a contract resulting from this RFP, the Applicant will perform the work in the City.

Authorized Signature

Date

Print Name and Title

APPENDIX F

**CITY OF PHILADELPHIA TAX AND
REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS**

APPENDIX F

**CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS**

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

____ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.

APPENDIX G
WOMEN AS BOARD MEMBERS AND
EXECUTIVE STAFF

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder's Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder's company:
- 2. Current percentage of women on the executive board of the bidder's company:
- 3. Current percentage of women on the full board of the bidder's company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder's company:
- 2. Percentage goal for women on the executive board of the bidder's company:
- 3. Percentage goal of women on the full board of the bidder's company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

Revised 7.1.14