

AIRPORT ADVERTISING PROGRAM



CITY OF PHILADELPHIA

REQUEST FOR PROPOSALS

RFP NO. RFP NO. C-101-12

**DEVELOPMENT and OPERATION of
AIRPORT ADVERTISING PROGRAM(S)
at
PHILADELPHIA INTERNATIONAL AIRPORT**

**MARK E. GALE, A.A.E
CHIEF EXECUTIVE OFFICER
PHILADELPHIA INTERNATIONAL AIRPORT**

**HUGH ORTMAN
PROCUREMENT COMMISSIONER**

**PROCUREMENT DEPARTMENT
1st FLOOR, MUNICIPAL SERVICES BUILDING
1401 JOHN F. KENNEDY BLVD.
PHILADELPHIA, PA 19102-1685**

**PROPOSALS WILL BE RECEIVED UNTIL 10:30 AM PREVAILING LOCAL TIME
ON FRIDAY, OCTOBER 28, 2011
IN ROOM 170A, MUNICIPAL SERVICES BLDG.,
1401 J.F.K. BLVD., PHILA., PA 19102**

**A MANDATORY PRE-PROPOSAL MEETING IS SCHEDULED AT 10:00 AM
ON THURSDAY, SEPTEMBER 8, 2011 AT THE
DIVISION OF AVIATION ADMINISTRATIVE OFFICES
EXECUTIVE CONFERENCE ROOM
PHILADELPHIA INTERNATIONAL AIRPORT
TERMINAL D, THIRD FLOOR
PHILADELPHIA, PA 19153**

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ATTACHMENT G: Gross Revenues for Last 5 Years

ATTACHMENT H: Existing Advertising Inventory Locations

**ATTACHMENT I: Pictures of Existing Advertising / Network Program
Mediums**

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SECTION 1: GENERAL INFORMATION AND REQUIREMENTS

1.1 Solicitation

1.1.1 Notice of Contract Opportunity: The City of Philadelphia (the “City”), owner and operator of Philadelphia International Airport (“PHL”) is soliciting proposals from experienced firms, with the intention of choosing the most qualified firm(s) offering the best proposal(s) in terms of demonstrated experience, quality of equipment, scope of program, ACDBE Participation, financial proposal and overall expertise in the:

Non-exclusive Development and Operation of an Airport Advertising Concession Program and/or Network Programming and Advertising Services (herein after the “Program(s)” or the “Airport Advertising Program(s)”) at PHL.

1.1.2 The Division of Aviation (“Airport”) and the Deputy Director of Aviation, Property Management and Business Development, or his designee will be responsible for oversight of the Program(s) resulting from this solicitation.

1.1.3 Any questions regarding this Request for Proposals including all Attachments and any written addenda issued by the City are collectively referred to herein as (the “RFP”) may be submitted in writing to Mr. Marshall Evans, Airport Properties Manager, Division of Aviation, Philadelphia International Airport, Terminal D, Philadelphia, PA 19153-3275, via FAX at 215-937-6496 or email at marshall.evans@phl.org. The deadline for submitting questions is September 16, 2011 at 3:30 PM. Oral communications from City personnel or other persons shall not be binding on the City and shall in no way modify the provisions of this RFP.

1.2 Contents of this RFP

1.2.1 Official responses of the City to inquiries regarding this RFP shall be issued by the City in writing as addenda, and only such written responses shall be binding on the City as modifications to this RFP.

1.2.2 This RFP outlines the City’s objectives, describes the general characteristics of the contract opportunity, and outlines the principal elements of the proposed business arrangement.

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1.2.3 The RFP for this solicitation consists of the following, and any official written addenda issued by the City, which will be posted on www.phila.gov/bids:

- The RFP
- Attachment A - Airport Layout Plan
- Attachment B - Passenger Traffic Analysis
- Attachment C - Equipment Plan (to be provided by the Proposer)
- Attachment D - Insurance Requirements
- Attachment E - ACDBE Requirements
- Attachment F - Tax Status and Clearance Statement
- Attachment G - Gross Revenues for Last Five (5) Years
- Attachment H - Existing Advertising Inventory Locations
- Attachment I - Pictures of Existing Advertising/Network Program Mediums

1.3 Submission Date

1.3.1 Notice is hereby given that the City's Procurement Commissioner will receive sealed proposals on or before Friday, October 28, 2011 at 10:30 AM Eastern Daylight Time, at the City of Philadelphia, Procurement Department, Room 170A, 1st Floor, Municipal Services Building, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. **Proposers who fail to submit proposals prior to the above submission date and time will not be considered for this contract opportunity.**

1.4 Mandatory Pre-Proposal Meeting

1.4.1 A mandatory pre-proposal meeting will be held for all interested parties on Thursday, September 8, 2011 at 10:00 AM Eastern Daylight Time at the Division of Aviation Administrative Offices Executive Conference Room on the third floor of Terminal D at Philadelphia International Airport. The purpose of this meeting will be to review the requirements contained in the RFP and entertain general questions that Proposers (hereinafter defined) may have concerning any of the aspects of services to be provided. Attendance at this pre-proposal meeting is mandatory and only those who attend will be eligible for an award from this RFP. An optional tour of the facilities will also be available after the mandatory pre-proposal meeting.

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1.4.2 Questions must be submitted by 5 PM on September 16, 2011 via mail, email or FAX to:

Mr. Marshall Evans,
Airport Properties Manager
Division of Aviation
Philadelphia International Airport, Terminal D
Philadelphia, Pa. 19153-3275
Telephone: (215) 937-5422
FAX: (215) 937-6496
marshall.evans@phl.org

1.4.3 Please clearly state the RFP number C-101-12 on your fax cover sheet, email or by mail.

1.4.4 All questions at the pre-proposal meeting must be in writing. All questions that materially impact upon the proposal process will be answered, in writing, in a formal addendum issued by September 23, 2011 by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

1.5 Duration:

The term of a concession agreement contemplated by this RFP shall be for a seven (7) year term.

1.6 Responses To This RFP:

1.6.1 Responses to this RFP must be submitted in the form of Proposals in accordance with the instructions and requirements in this RFP. Respondents to this RFP are hereafter referred to as "Proposers".

1.6.2 By submitting a Proposal in response to this RFP, the Proposer expressly acknowledges and agrees to accept and be bound by all terms and conditions set forth in this RFP.

1.6.3 The Proposer shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP.

1.6.4 Any Proposal or other materials submitted, or ideas elicited, in response to this RFP, in any form, shall be the sole and absolute property of the City, and the City shall have title thereto and unrestricted use thereof. As such, Proposals submitted to the City in response to this RFP will not be returned to any Proposer.

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1.7 Duration of Proposals:

In consideration of the City's evaluation of the Proposals, each Proposer agrees that its Proposal shall be a firm offer to the City to install, operate and maintain advertising and/or network programming and related equipment at the Airport in accordance with this RFP. The Proposal shall remain open for review and consideration by the City for a period of at least one hundred and twenty (120) days beginning with the Proposal Submission Due Date set forth in Section 1.5 of this RFP or as may be revised by addenda issued by the City.

1.8 Proposer's Security

1.8.1 Proposer's Proposal(s) shall be accompanied by refundable security in the form of Certified Check or Money Order ("Proposer's Security") made payable to the order of "The City of Philadelphia" in the amount of Fifty Thousand Dollars (\$50,000.00). Failure to submit the required Proposer's Security with the Proposal(s) will result in the Proposer's disqualification from consideration. Proposer's Security will be refunded, without interest, to the unsuccessful Proposer(s) after execution of a final contract or at the conclusion of this RFP process.

1.8.2 Any Proposer who has not been released from its Proposal(s) by the City or who refuses to execute a contract, deliver performance or other bonds, insurance, etc. in conformity with the City's requirements, may forfeit some or all of such Proposer's Security for \$50,000.00 as liquidated damages.

1.9 General Disclaimer:

1.9.1 This RFP is not binding on the City. The City assumes no contractual or other obligations as a result of the issuance of this RFP. No other party, including any Proposer to this RFP, or any future Proposer to any RFP that may be issued by the City, is intended to be granted any rights hereunder. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City.

1.9.2 This RFP does not commit the City to enter into an agreement. The City assumes no contractual or other obligations as a result of the preparation or submission of a Proposal by anyone responding to this RFP or the evaluation of Proposals by the City or the selection of a Proposer for further negotiations. The City is not liable for any costs associated with the development, preparation, or presentation of any Proposal or material submitted in response to this RFP.

1.9.3 Neither the City, nor any of its respective agents, employees or representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information contained in the RFP or any other information (whether communicated in written or oral form) transmitted or made available to prospective Proposers. The City expressly

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disclaims any and all liability relating to, or resulting from the use of this RFP or such other information by a prospective Proposer. Any prospective Proposer must satisfy itself with respect to verification of information contained in the RFP.

1.10 Confidentiality:

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

1.10.2 Proposers acknowledge and agree, by submission of any Proposal(s) to this RFP, that the City, as a municipal corporation, is subject to federal, state and local public disclosure laws and, as such, may be legally obligated to disclose to the public documents, including Proposals, 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 Proposer's request for confidential treatment or nondisclosure of proprietary or other information in its Proposal.

1.10.3 The Proposers agree that the City may make such disclosure or reproduce such information as is deemed necessary by City, in its sole and absolute discretion, to comply with applicable law, including without limitation the Philadelphia Home Rule Charter, the Pennsylvania Right to Know Act and the federal Freedom of Information Act. Proposer expressly waives any cause of action, whether in law or in equity, that it may have against the City respecting such disclosure.

1.11 Publicity: All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any agreement entered into as the result of this RFP shall require the prior written approval of the Airport's Chief Executive Officer or his designee.

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SECTION 2 – BACKGROUND AND MINIMUM REQUIREMENTS

2.1 Objective:

2.1.1 The City's objective, ("Objective") is to enter into one or possibly two concession agreements as a result of this RFP with established and responsible business entity(ies) or person(s), (the "Selected Proposer(s)") who demonstrate expertise in the development, installation, management and operation of a first class Airport Advertising Program. The Program(s) will include cutting edge airport advertising concepts and mediums. In addition, the Program(s) will include a network programming and advertising services concept. To accomplish this Objective, the Airport will consider proposals that include all or part of the services contemplated. For example, proposals will be accepted for the Airport Advertising Program, the Network Programming and Advertising Services concept, or both. Preference may, but not necessarily, be given to a Proposer that incorporates both Program(s) into a single proposal. The overall goal of the RFP is to provide all Airport users with an aesthetically pleasing environment which reflects state of the art advertising concepts and utilizes space in a way that optimizes advertising effectiveness and revenue generation.

2.2. Background Information:

2.2.1 The Proposer shall carefully examine the terms of this RFP and shall investigate and inspect the airport facilities at PHL, including without limitation the Airport Layout Plan and Passenger Traffic Analysis information contained in this RFP. The Proposer shall judge for itself all of the circumstances and conditions affecting its Proposal. The City will endeavor to present accurate information, but Proposers are advised to independently investigate and verify the accuracy of any information received.

2.2.2 Airport Layout

The terminal buildings contain a total of approximately 3.1 million square feet of space, including seven terminal units (A-West, A-East, B,C,D,E and F), (the "Terminal Buildings"). An airport layout plan is attached as **Attachment A**. Airport layout information is also available at www.phl.org/terminal_map.html. Proposer acknowledges that, from time to time and at the sole and absolute discretion of the City, the internal layout of the terminals described below may change.

Terminal A-West, an 800,000 square foot International Terminal, has four levels, contains twelve (12) widebody gates and one (1) narrowbody gate, a ticketing lobby, baggage handling facilities, concession space and a Federal Inspection Services ("FIS") facility. The International Terminal lies within Tinicum Township, Delaware County.

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The portion of Terminal A-West known as the FIS, contains an approximately 74,000 square feet U.S. Customs & Border Protection (“CBP”) baggage claim area on the third (3rd) level. The remaining portion of Terminal A-West consists of approximately 726,000 square feet on two levels. The US Airways Envoy Lounge occupies the fourth (4th) level.

Terminals A-East, B, C, D and E each have a concourse/gate area, baggage claim area and terminal building. Ticketing and baggage claim operations occupy the ground-level. Food/beverage and retail corridors are located between Terminals B and C, and Terminals D and E.

Terminal F has three sections for 38 commuter gates capable of accommodating Regional Jet (RJ) aircraft. The ticketing area, baggage handling facilities, and concession space are at ground level. The facility includes second level structures connecting to Terminal E and the parking facilities. Terminal F is currently being expanded. This project is estimated at over \$125 million and includes relocating the Baggage Claim, expanding the Security Checkpoint, installing a Checked Baggage Inspection System (CBIS), expanding the Baggage Claim and Concourse, renovations to the Ticketing area, and developing additional space for concessions.

2.2.3 Passenger Traffic Information: Historic passenger enplanement information in the form of passenger traffic analysis for the airport is attached as **Attachment B**. Passenger traffic information may also be viewed at www.phl.org/activity_reports.html. Passenger enplanement information may be different during the term of the concession agreement. In accordance with Section 1.11.3, the City makes no representation or warranty and assumes no responsibility or liability with regard to the number of passenger enplanements or any changes in the number of enplanements.

2.2.4 Certain general background information is provided in this RFP (including without limitation Attachments A and B) to assist Proposers in preparing their Proposals. This material is provided for informational purposes only. In accordance with Section 1.11.3, the City cannot and does not make any representation or warranty with regard to the information contained in this RFP.

2.3 Minimum Qualifications

2.3.1 Proposers Restrictions:

A. No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions.

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B. No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any person, firm, or corporation that is in arrears or is in default of any debt to the City (including without limitation tax delinquencies), any contract obligation, or any surety obligations to the City, or has failed to comply with any existing or previous contract with the City, or has failed to execute a contract that the person, firm, or corporation negotiated with the City.

C. No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any Proposer that is involved in litigation against the City, including but not limited to negotiations to settle a claim against the City.

D. No Proposal will be accepted or selected from, nor will the City enter into any contract negotiations with, any Proposer that has been prohibited by the City from entering into any City contracts.

E. If an incomplete Proposal is received from any individual, firm, partnership, corporation, or association, said incomplete Proposal will not be considered.

F. All Proposals submitted by Proposers who have engaged in any form of collusion in the preparation or submission of Proposals in response to this RFP shall be rejected.

2.3.2 Eligibility: To be eligible for the City's review, each Proposer and the Proposal submitted must satisfy the minimum qualifications identified in this Section, which recognize and address the described Objectives, set forth in Section 2.1 and reflect a quality Airport Advertising Program for PHL. The Selected Proposer(s) will be solely responsible to the City for all skills, resources, and activities required to accomplish the City's Objective, including all financing, planning, design, construction, procurement, marketing, promotion, maintenance, operations, management and staffing of the Program(s).

2.3.3 Compliance with Submittal Requirements: Proposer must submit Proposal(s) in accordance with the submittal requirements in this RFP.

2.3.4 Selection Criteria: The following selection criteria will be used by the Selection Committee (hereinafter defined) to determine the Selected Proposer(s) with which to begin the negotiation process.

2.3.4.1 Experience: Proposer shall describe any and all recent airport operating experience. Past experience may be considered in the selection of a Proposer for the Program(s).

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2.3.4.2 Financial Responsibility and Concession Fee: Proposer must demonstrate that it has the financial capacity to execute the Program and satisfy the City's financial requirement for payment of an annual concession fee ("Concession Fee") to the City. The annual Concession Fee ("Financial Consideration") will consist of the greater of a Minimum Annual Guarantee ("MAG") and/or a percentage of Annual Gross Revenues. Each Proposal submitted in response to this RFP must contain the terms and conditions for payment of the MAG and/or a percentage of Annual Gross Revenues to the City. Proposer must provide information on its capital investment.

2.3.4.3 Content and Development Plan: Proposer is encouraged to be creative when devising their content/development for the Airport Advertising Program(s). Please include your proposed development plan for the Airport Advertising Program(s) which includes the following with your Proposal(s):

- A. Details as to the content of the Program(s) and provide samples of the types of proposed advertising.
- B. A schematic floor plan of advertising concession space proposed for all Terminal buildings in sufficient detail to identify by size and use. Proposed network programming unit locations throughout the Airport should also be shown.
- C. One or more sketches of the proposed concession or photographs of existing facilities that represent the type of development Proposer would place in all Terminal buildings.
- D. A specification sheet for each type of equipment proposed to be installed as part of the Proposal ("Equipment Plan")
- E. A phasing plan including a schedule for installation under the Equipment Plan which will be integrated with the Transition Plan referenced in Section 2.3.4.7 below.
- F. The total capital investment referenced in 5.1.1, of all improvements proposed for the advertising space and allocation of costs.
- G. The structure, content and all pertinent information related to the Network Programming and Advertising Services plan.

2.3.4.4 Development Schedule: Proposer(s) must provide a schedule that includes a plan for the development, design and installation of the Program(s), and the Proposer's plan for meeting the proposed schedule.

2.3.4.5 Equipment Plan: Proposer(s) must provide an Equipment Plan, a detailed description of all equipment including number, type, design, color and quantity of advertising and network programming display equipment to be used under the concession agreement, in **Attachment C**.

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2.3.4.6 Operations, Staffing, Marketing and Management Plan: Proposer(s) must provide plans for the operation, staffing, marketing, and management, including maintenance of the Program(s). The staffing plan must include the number of personnel assigned to work on the Program(s) and their job description.

2.3.4.7 Transition Plan: Proposer(s) must provide a detailed plan to ensure a seamless transition at the commencement of the concession agreement, which includes, but is not limited to, installation of proposed fixtures and any other coordination issues with the current provider ("Transition Plan").

2.3.5 Insurance Requirement: The Proposer shall procure and maintain, at its sole cost and expense, during the entire period of the contract (including any renewal periods), the types of insurance required in **Attachment D**.

2.3.6 Reporting Requirements: The Proposer will be required to provide the Airport with monthly and annual financial reports, ACDBE Reports, hereinafter defined, as required ("Concession Reports"). The monthly Concession Reports, provided by the Proposer to the City shall include staff levels; an accounting of gross revenues; and a schedule of all advertising equipment listing its current ad content, term, and rate.

2.3.7 Nondiscrimination

A. The Proposer must be determined by the City to be compliant with all nondiscrimination requirements of the US Department of Transportation, the Commonwealth of Pennsylvania and the City of Philadelphia. Accordingly, the Proposer must be compliant with 49 CFR Parts 21, 23 and 26, Act 57 of 1998, 62 Pa.C.S. § 3701, the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100), Chapter 17-400 of the Philadelphia Code and the Mayor's Executive Order No. 4-86, as each may be amended from time to time.

B. The Proposer shall agree to ensure fair and equal employment of all persons, including the meaningful and substantial employment of disadvantaged persons in all aspects of the concession agreement with the City, including but not limited to the employment of such persons in maintenance related activities as well as management level and non-management level positions. Proposers shall agree to incorporate this obligation into their subcontracts and to require all their contractors (and approved subcontractors), consistent with this obligation, to adhere to fair and equal employment practices, including the hiring and employment of disadvantaged persons.

C. Outreach Plan: In furtherance of these non discrimination obligations, Proposers shall submit with their Proposals, although the City reserves the right to request this as well as any clarifying information at any time prior to the execution of a concession agreement, a plan containing a

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description of any outreach activities (i.e., job fairs, training seminars, media outreach) or other methods consistent with an obligation of fair and equal employment under this Section. Such plan may also contain projected employment hours of disadvantaged persons and copies of contract/subcontract agreements incorporating this fair employment policy.

2.3.8 Completion of Airport Concession Disadvantaged Business Enterprise (“ACDBE”) Participation Schedules and Certifications:

A. Pursuant to 49 CFR Part 23, as amended, each Proposer must certify that it shall not discriminate against any business owner on the basis of the owner’s race, color, national origin or sex in connection with the selection of Proposer or performance of any concession agreement entered into as the result of Proposer’s selection by City, or management contract, or subcontract, purchase or lease agreement covered by 49 CFR Part 23.

B. Each Proposer must complete the following documents in **Attachment E**, either: (i) the Schedule for ACDBE Participation; or (ii) the Request for Good Faith Efforts Review documents in **Attachment E**, including the Schedule for Partial Participation by ACDBEs and the Certification of the Unavailability of ACDBEs.

C. Proposal instructions for ACDBE Participation and completion of the required ACDBE Participation forms are included in **Attachment E** to this RFP entitled “INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS RELATING TO PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN CITY AIRPORT CONCESSIONS CONTRACTS,” and made a part of this RFP. Proposers are advised to carefully review these special instructions. Compliance with this Section and **Attachment E** are a material part of this RFP.

2.3.9 Philadelphia Tax Status and Clearance Statement and Business Privilege License Requirements

A. It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor 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.

B. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Proposer is required to complete and return with its Proposal. The City of Philadelphia Tax Status and Clearance Statement Form (included with this RFP as **Attachment F**).

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C. If the Proposer 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 within a week of being notified of their non-compliance, Applicants will not be eligible to enter into contract negotiations with the City, as contemplated by this RFP.

D. The Selected Proposer(s) 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 Proposer(s) shall be required to replace the non-compliant subcontractor with a compliant subcontractor. Proposers are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

E. If a Proposer 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 become compliant at 215-686-6600 or revenue@phila.gov. Proposers who do not have a City of Philadelphia Business Privilege Tax Account Number and Business Privilege License Number will be required to obtain both if selected to enter into the concession agreement.

F. Applications for a Business Privilege Tax Account Number or a Business Privilege License 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 Your Business." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to The City of Philadelphia Business Privilege Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Business Privilege License.

2.3.10 Ethics: All Proposers must disclose any potential conflict under or violation of Sections 10-100 and 10-102 of the Philadelphia Home Rule Charter relating to the prohibition of City employees soliciting or benefiting from or having a financial interest in, either directly or indirectly, any City contract.

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SECTION 3 – SCOPE OF SERVICES

3.1 General:

The Selected Proposer(s) will be solely responsible to the City for all skills, resources, and activities required to accomplish the City's Objective, including all financing, planning, design, construction, procurement, marketing, promotion, maintenance, operations, management and staffing of the Program(s).

3.1.1 The Selected Proposer(s) must develop and implement a comprehensive and coordinated plan to develop and manage the Program(s). In addition, the Selected Proposer(s) must ensure the development of the Program(s) on an aggressive schedule in conjunction with ongoing construction schedules and coordinate the implementation of the Program(s) with the existing airport advertising and network programming concessionaire(s).

3.1.2 The Selected Proposer(s) must also make every effort to obtain meaningful and substantial participation of disadvantaged business enterprises in all aspects and phases of the Program(s), including but not limited to employment, marketing/promotion, operations, maintenance, and management, as required in Section 2.3.8 and **Attachment E**.

3.2 Airport Advertising Program(s):

The City seeks to enter into a concession agreement with Selected Proposer(s) to develop, install, manage and operate comprehensive, innovative and creative Airport Advertising Program(s) at PHL.

3.2.1 Proposers are encouraged to submit proposals that include, but are not limited to, modern advertising concepts such as website advertising, and utilization of state of the art advertising display mediums such as digital signs, electronic posters, dioramas, wall, window and jetbridge wraps, exhibits, kiosks, outdoor and indoor banners, electronic media and network programming services.

3.2.1.1 Services required from Selected Proposer(s) shall include, but shall not be limited to:

Airport Advertising Program

- A. Develop, install and professionally manage the Airport Advertising Program;
- B. Create an attractive environment for all Airport users;
- C. Employ "cutting edge" advertising concepts;

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- D. Utilize space to optimize advertising effectiveness and revenue generation;
- E. Design, procure and install all equipment including installation of any and all required utilities;
- F. Professional care and maintenance of all equipment;
- G. Solicit, negotiate and execute contracts with potential advertisers; and
- H. Establish a local sales office to effectively deal with local/ regional advertising;

Network Programming Concept:

- A. Providing network programming and advertising services with the ability to provide a wide range of programming including: news, business, financial reports, weather and live sporting events;
- B. Ability to broadcast 24 hours a day, seven days a week;
- C. Ability to interface with PHL and airline paging systems to enable passengers to hear pages and boarding announcements;
- D. Provide sufficient staffing levels necessary to address any and all issues arising out of the operation of the network programming and advertising services equipment or content; and
- E. Provide, install and maintain, at its sole cost, all service equipment as necessary to provide network programming and advertising services.

3.2.1.3 Rights With Respect to Future Concession Locations: If at any time after the effective date of a concession agreement the City identifies any space for future development, which space is not shown on **Attachment A** to this RFP, the City may, but is not required to offer such space to the Selected Proposer for development. Additionally, the City reserves the right, but not the obligation, in its sole and absolute discretion, to add locations in future terminal buildings which become available due to airport expansion to any concession agreement entered into with the Selected Proposer.

3.3 Participation of Disadvantaged Business Enterprises

3.3.1 This RFP is issued under the regulations of the U.S. Department of Transportation ("U.S. DOT"), 49 C.F.R. Parts 23 and 26, as amended. It is the policy of the City of Philadelphia and U.S. DOT that certified Airport

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Concession Disadvantaged Business Enterprises ("ACDBE(s)"), as defined in 49 CFR Part 23, as amended), shall have a fair opportunity to participate in the performance of airport concessions contracts, which relate to Federal funds received by Philadelphia International Airport since 1988 and which funds were authorized under Title 49 of the United States Code.

3.3.2 Proposers must use their best efforts, as evidenced by completion of the mandatory forms in **Attachment E**, to include services in their Proposals, which represent meaningful participation by ACDBEs. Said ACDBE Participation must comply with the requirements of 49 CFR Parts 23 and 26, Section 2.3.8 of this RFP and **Attachment E** of this RFP.

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SECTION 4- INSTRUCTIONS TO PROPOSERS AND GENERAL CONTRACT REQUIREMENTS

4.1 General:

4.1.1 Proposals must be prepared on the forms provided in Section 5 of this RFP. Proposers are warned against making erasures or alterations of any kind in their Proposals. Proposals that contain omissions, erasures, alterations, conditions, or additions may be rejected, in the City's sole and absolute discretion.

4.1.2 Failure to answer all questions completely and furnish all information required in this RFP may result in disqualification of the Proposer. The City reserves the right to thoroughly investigate the financial status and experience of the Proposer.

4.1.3 Eight (8) original Proposals must be submitted in sealed envelope(s), and/or sealed box(es) addressed to the Procurement Commissioner, at the location specified in Section 1.3 of this RFP, with the words "AIRPORT ADVERTISING PROGRAM at PHILADELPHIA INTERNATIONAL AIRPORT" plainly written on the face of the sealed envelope(s), and/or sealed box(es). The name and address of the Proposer, the RFP number and the submission date must also appear on the face of the envelope(s), and/or box(es).

4.2 Signatures:

All Proposals must include the following information and be signed (at the end of Section 5) as follows:

4.2.1 Individuals: If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address;

4.2.2 Partnerships: If the Proposal is made by a partnership, the Proposal must:

A. Be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;

B. Include the name and mailing address of the partnership; and

C. Include a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

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4.2.3 Corporations: If a corporation makes the Proposal, the Proposal must:

- A. Be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
- B. Include the name and mailing address of the corporation; and
- C. Include a copy of the corporation's bylaws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.

4.2.4 Joint Ventures: If the Proposal is made by a joint venture, the Proposal must:

- A. Be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;
- B. Include the name and mailing address of the joint venture; and
- C. Include a copy of the joint venture agreement or other documentation signed by each member of the joint venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

4.3 Delivery of Proposal:

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER TO DELIVER THE PROPOSAL AND ALL OTHER REQUIRED ITEMS PRIOR TO 10:30 AM EASTERN DAYLIGHT TIME ON FRIDAY, OCTOBER 28, 2011. LATER DELIVERY FOR ANY REASON MAY DISQUALIFY THE PROPOSER.

4.4 General Citywide and Certain Airport Contract Requirements

4.4.1 Any Proposer selected to enter into a concession agreement as the result of this RFP ("Concession Agreement") shall expect the agreement to contain terms acceptable to the City for the implementation of the Airport Advertising Program at PHL as required by this RFP and, including without limitation, terms which are substantially similar to the City-wide provisions set forth in this Section 4 and **Attachment D**. The terms and conditions provided or described in this Section 4 and **Attachment D** are generally required by the City in contracts for services of the type sought by this RFP. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final agreement resulting from this RFP if, in the sole and absolute judgment of the City, it is in the best interest of the City to do so, without notice to other Proposers and without affording other Proposers any opportunity to revise their

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Proposals based on such different or additional terms. Any reference in the provisions below in this Section 4 to the “Agreement” or the “Contract” refer to the Concession Agreement which may result from this RFP. Any reference in the provision below in Section 4 to the “Concessionaire” refers to the successful proposer who has entered into the Concession Agreement.

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

4.4.3 Business Interests In Northern Ireland:

A. In accordance with Section 17-104 of The Philadelphia Code, the Concessionaire by execution of this Agreement certifies and represents that (i) the 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 Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

B. In the performance of this Agreement, the Concessionaire agrees that it will not utilize any suppliers, subcontractors or sub-consultants 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, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. The Concessionaire further agrees to include the provisions of this subparagraph, with

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appropriate adjustments for the identity of the parties, in all subcontracts and supply contracts that are entered into in connection with the performance of this Agreement.

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

4.4.4 Termination for Convenience: The City shall have the right to terminate this Concession Agreement at any time during the term of the Concession Agreement, for any reason, including, without limitation, its own convenience. If the Concession Agreement is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination.

4.4.5 Non-Discrimination:

A. Concessionaire must comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975, (42 U.S.C. §§6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

Further, the Agreement is entered into under US DOT federal regulations 49 CFR Parts 21 and 23 and the terms of the Philadelphia Home Rule Charter, as each may be amended from time to time, and in performing the Agreement, Concessionaire shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Agreement, at law or in equity, terminate the Agreement forthwith. Concessionaire agrees, in performing this Contract, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to

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time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

B. In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, 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, without limiting the generality of the Default and Remedies sections of this Agreement, is a substantial breach of the Agreement entitling the City to all rights and remedies provided in the Agreement or otherwise available at law or equity.

C. Concessionaire agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the 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, without limiting the applicability of the Default and Remedies sections of this Agreement, termination for default, a substantial breach of the Agreement entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

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

4.4.7 Limited English Proficiency: Concessionaire understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to services provided under this Agreement on the basis of that

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limitation. As a condition of accepting and executing this Agreement, Proposer shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Concessionaire shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

4.4.8 Ethics Requirements:

A. To preserve the integrity of City employees and maintain public confidence in the selection process for competitively bid contracts, the City shall vigorously enforce the various ethics laws as they relate to City employees in the selection of Proposers, negotiation and execution of City contracts, including but not limited to the the Pennsylvania Ethics Act, 65 Pa. Stat Section 401 et seq; Chapter 20-600 of the Philadelphia Code and Article X of the Philadelphia Home Rule Charter.

B. The Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 002-04 issued by the Mayor of Philadelphia on August 12, 2004. Similarly, the Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City officer, director, or employee which if received by any City official, officer, or employee would violate Executive Order No. 002-04.

C. Any person who offers or gives anything of value to any City official, officer,, or employee, the receipt of which violates Executive Order No. 002-04 or any of the various ethics laws applicable to City contracts, is subject to sanctions. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the

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nature of the particular violation. The terms and duration of the sanctions will be pursuant to any rules the Procurement Commissioner promulgates with respect to contracts subject to competitive bidding, or as the Director of Finance promulgates with respect to all other contracts.

D. If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of this Section 4.4.8, the Concessionaire will commit an Event of Default under the Concession Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

4.4.9 Tax Requirements:

A. This Concession Agreement is entered into in the City of Philadelphia, and the Concessionaire's delivery of goods into the City, or performance of services in the City, is "doing business" in the City and subjects the Concessionaire to the City's tax requirements, including without limitation one or more of the following taxes: (i) Business Privilege Taxes; (ii) Net Profits Tax; and (iii) City Wage Tax. At all times during the contract Term, Concessionaire shall timely pay and be in compliance with the City's tax requirements.

B. In addition to the City's tax requirements, the Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "Assessments") that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under the Concession Agreement. The Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Concessionaire's failure to timely pay all Assessments. The City is not obligated at any time during the Term to pay any Assessments related to the Concession, the Concession Agreement, or the Concessionaire's activities under the Concession Agreement.

C. The Concessionaire's failure to comply with the requirements of the Concession Agreement regarding payment of Assessments, or Concessionaire's failure to otherwise pay an Assessment as required by applicable law, is an Event of Default of the Concession Agreement.

4.4.10 Philadelphia 21st Century Minimum Wage Standard: Concessionaires that are subject to Philadelphia Code Chapter 17-1300, as specified therein, shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. Concessionaire shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Concessionaire shall notify each affected employee what wages are required to be paid. The Office of Labor Standards

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may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

4.4.11 Business, Corporate and Slavery Era Insurance Disclosure:

In accordance with Section 17-104 of The Philadelphia Code, Concessionaire, after execution of the Concession Agreement, will be required to complete an affidavit certifying and representing that Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire) has searched any and all records of the Concessionaire or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. Concessionaire expressly understands and agrees that any false certification or representation in connection with the affidavit and/or any failure to comply with the provisions of these requirements shall constitute a substantial breach of the Agreement entitling the City to all rights and remedies provided in the Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

4.4.12 Confidential and Proprietary Information of The City: The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person or entity. The Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of any City confidential or proprietary information by the Concessionaire or its employees, or by any person acquiring that information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this provision survive the Concession Agreement ending date.

4.4.13 Sales and Use Tax; Federal Excise Tax: The City is not subject to federal, state or local sales or use tax, or federal excise tax. Concessionaire hereby assigns to City all it's rights, title and interest in any sales or use tax which may be refunded as a result or the purchase of any materials in connection with the Agreement, and the Concessionaire , unless directed by the City, shall not file a claim for any sales or use tax refund subject to the assignment. The Concessionaire authorizes the City, or its agent, in its own name or in the name of the Concessionaire, to file a claim for a refund of any sales or use tax subject to this assignment. To the extent it may be applicable to the work under this Agreement, the contractor covenants and agrees that it shall not bill the City for or otherwise pass-through to the City for payment any Federal Excise Tax paid in connection with the work under this Agreement; in consideration of the Concessionaire's foregoing covenant, the City hereby consents to any filing by

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the Contractor for a refund of any Federal Excise Tax paid in connection with the work under this Agreement. The Concessionaire agrees to include the above referenced Paragraph in any Subcontracts with Subcontractors.

4.4.14 Indemnification: As more specifically required in the Concession Agreement entered into as the result of this RFP, the Concessionaire shall indemnify, defend (with attorneys approved in writing in advance by the City) and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Concessionaire's act or omission or negligence or fault or the act or omission or negligence or fault of the Concessionaire's agents, Subcontractors, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such Subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of the Concession Agreement entered into by City as the result of this

4.4.15 Performance Bond: The Concessionaire will be required to provide the City with a performance bond for the Agreement term as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement. Failure to secure such bonding, if required, for the term may be considered a breach of the contract and will entitle the City to all rights and remedies under the law. In lieu of the performance bond, the City may elect, in its sole discretion, to accept a "Letter of Credit" as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement.

4.4.16 Contract Preparation Fee: Furthermore and pursuant with Section 17-702 of the Philadelphia Code, charges by the Law Department, in connection with the preparation of the contract, or any amendment thereto, are as follows:

<u>Contract Value</u>	<u>Preparation Fee</u>
\$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

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Over \$1,000,000

\$1,000

4.4.17 City's Right to Inspect: Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "Books of Records") within the City of Philadelphia relating to the Concessionaires management and operation of the Program. The concessionaire shall maintain its Books and Records in accordance with the generally accepted accounting principles consistently applied. The City may inspect and audit all of the Concessionaires Books and Records and Concessionaires affairs at all reasonable times at the Division of Aviations, or any other place the City may require.

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SECTION 5- SUBMITTAL REQUIREMENTS: PROPOSAL FORMAT AND CONTENT

[PLACE THIS SECTION AT THE FRONT OF YOUR PROPOSAL PACKAGE]

5.1 Proposal Form:

INSTRUCTIONS: The information and materials requested in this Section 5 must be completed in accordance with the terms and conditions of this RFP. Eight (8) original Proposals must be submitted to the address listed in Section 1.3.

5.1.1 Financial Consideration

The Financial Consideration to be paid to the City will be the greater of:
\$ _____: Minimum Annual Guarantee (“MAG”); or
_____ percent (%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Proposed Capital Investment:

\$ _____

Submitted by:

[Please type or print]

Name: _____

Company: _____

Address: _____

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Telephone: _____

Facsimile: _____

E-mail: _____

The Proposer hereby submits to The City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop and operate airport advertising program(s) at PHL as described herein in the attached RFP including any written addendum.

5.2 Qualifications Statement: Company Profile and Business Experience

The Proposer gives the following assurances, representations and covenants that the Proposer is fully qualified to develop Airport Advertising Program(s) at PHL. The undersigned Proposer further affirms that the following information is true, accurate and complete in all respects.

5.2.1 Company Profile

- A. Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees and number of years in airport advertising and the network programming services business.
- B. Indicate any parent or subsidiary relationships with other businesses.
- C. Corporate office organizational structure.

If you are a partnership or a joint venture, in Section 5.3 below give the date of agreement, county and state where the agreement was filed, and name and address of each partner and complete all other information requested in Section 5.3. If you are a corporation, in Section 5.3 give the date and state of organization and the names and addresses of the officers and complete all other information requested in Section 5.3.

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F. The Proposer submits herewith the following list of five (5) persons or businesses who have knowledge of the Proposer's ability to successfully perform under an agreement for which this Proposal is submitted. At the discretion of the City, these persons may be contacted for references in order to assist in the evaluation of your Proposal.

REFERENCE NO. 1

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

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Facsimilie: _____

E-Mail: _____

Nature of Association: _____

REFERENCE NO. 3

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

REFERENCE NO. 4

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

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REFERENCE NO. 5

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Facsimilie: _____

E-Mail: _____

Nature of Association: _____

5.2.3 Financial Information

A. The undersigned Proposer herewith submits an audited financial statement for the three (3) most recently completed fiscal years. Each such statement bears the certification of the independent Certified Public Accountant (CPA) who originally audited and certified such statements. The CPA's certification must certify and attest to the accuracy of such statements and that the statements represent the results of the application of generally accepted accounting principles.

B. In the absence of audited financial statements, the Proposer should submit the best available information, which will permit the City to assess the Proposer's financial capability and current fiscal operating position.

C. List the surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of the contract. Complete the following:

The Proposer has never () has () [check one] had a bond or surety canceled or forfeited. If the Proposer has had a bond or surety canceled,

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state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

D. The Proposer has never () has () [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner’s Plan (Chapter 13). If the response is in the affirmative, provide the following information:

- (1) Date petition filed
- (2) Case No. and jurisdiction
- (3) Amount of liabilities and debts
- (4) Date of discharge or successful completion of reorganization or wage earner’s plan

E. The Proposer submits herewith the following list of at least three (3) persons or firms with whom the Proposer has conducted significant financial transactions during the past two (2) years and who may be contacted by the City. If firms are used, give the name of the department and/or person whom we may contact. Proposers must attach a letter of reference from each of the persons or firms listed below.

REFERENCE NO. 1

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

Department: _____

Address: _____

REFERENCE NO. 2

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

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Department: _____

Address: _____

REFERENCE NO. 3

Name: _____ Phone: _____

Firm: _____ Facsimilie: _____

Title: _____ E-Mail: _____

Department: _____

Address: _____

F. The Proposer's bank references are:

	Name	Address
1.	_____	_____
2.	_____	_____
3.	_____	_____

The undersigned herewith submits a letter from _____

_____ indicating that the Proposer has an
(name of financial institution)

available working line of credit of no less than One Million Dollars (\$1,000,000.), or other evidence of Proposer's capital sufficient to permit it to meet the obligations contemplated by its Proposal.

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5.2.4 Felony Convictions

A. Attached hereto on a separate sheet, the Proposer submits information concerning any felony convictions (for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each corporate officer and major shareholder if Proposer is a corporation).

FELONY CONVICTIONS

Name	Date	Offense	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. The Proposer agrees that the City’s evaluation of the Proposer’s responsibility under this Proposal will include an evaluation of the information furnished above for the purpose of determining whether the Airport Advertising Program as proposed by the Proposer would be developed, managed and operated in a law-abiding manner and in a manner not subjecting the City or members of the traveling public to risk of harm or criminal, deceitful, or otherwise unethical practices.

C. The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania and The City of Philadelphia, or will obtain proper authorization including an appropriate business privilege license to do so before executing an agreement and furnishing the required performance bond or letter of credit.

5.2.5 General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer’s business, finances, services or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer.

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5.3 Business Organization Statement

5.3.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

- Corporation
- Partnership
- Individual
- Joint Venture

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5.3.2 Corporation Statement

If a corporation, answer the following:

Date of Incorporation: _____

Location of Incorporation: _____

Is the corporation authorized to do business in Pennsylvania? Yes () No ()

If so, as of what date? _____

The corporation is held: Publicly () Privately ()

Furnish the name, title, and address of each director and officer of the corporation.

DIRECTORS

	Name	Address	Principal Business Affiliation Other than Proposer's Directorship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

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SHAREHOLDERS

	Name Owned	Address	Number of Shares
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

OFFICERS

	Name	Position
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

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5.3.3 Partnership Statement

If a partnership, answer the following:

Date of organization: _____
General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

_____ Date _____ Book _____ Page _____ County _____ State

Has the partnership done business in the Commonwealth of Pennsylvania?

Yes () No ()

When? _____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%
6.	_____	_____	_____%

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5.3.4 Joint Venture Statement

If a joint venture, answer the following:

Date of organization: _____

Joint Venture Agreement recorded? Yes () No ()

Date Book Page County State

Has the joint venture done business in the Commonwealth of Pennsylvania?

Yes () No ()

When? _____

Name, address of each joint venturer and percent of ownership of each:

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%

AIRPORT ADVERTISING PROGRAM

5.4 Proposal for Development and Operation of Airport Advertising Program(s) at PHL

5.4.1 Content and Development Plan: Proposer is encouraged to be creative when devising their content/development for the Airport Advertising Program(s). Please include your proposed development plan for the Airport Advertising Program(s) which includes the following with your Proposal:

- A. Details as to the content of the Program(s) and provide samples of the types of proposed advertising.
- B. A schematic floor plan of advertising concession space proposed for all Terminal Buildings in sufficient detail to identify by size and use. Proposed network programming unit locations throughout the Airport should also be shown.
- C. One or more sketches of the proposed concession or photographs of existing facilities that represent the type of development Proposer would place in all Terminal buildings..
- D. A specification sheet for each type of equipment proposed to be installed as part of the Proposal (“Equipment Plan”)
- E. A phasing plan including a schedule for installation under the Equipment Plan which will be integrated with the Transition Plan referenced in Section 2.3.4.7.
- F. The total capital investment referenced in 5.1.1, of all improvements proposed for the advertising space and allocation of costs.
- G. The structure, content and all pertinent information related to the network programming and advertising services plan.

5.4.2 Proposed Management Plan

Please attach your proposed management plan for the management of the Program(s), which addresses, at the least, all of the items set forth below in the order listed.

- A. A description of the proposed management structure and schedule of personnel, including resumes of the management personnel that would be assigned to PHL, along with their experience and qualifications.
- B. A description of the proposed scope of operation, including a detailed Equipment Plan (see Section 2.3.4.3.D & Section 2.3.4.3.E).
- C. A description of the marketing program the Proposer intends to use, including an estimated annual budget.

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D. A description of the Proposer's service philosophy and how it will be implemented at PHL.

5.4.3 Proposed Equal Employment (Nondiscrimination) and ACDBE Plans

Please attach your proposed Equal Employment (Nondiscrimination) Outreach Plan and ACDBE Plan as required by this RFP including **Attachment E**.

5.5 Warranties By Proposer:

Proposer warrants and represents that all of the following is true and correct:

5.5.1 The Proposer warrants and represents that Proposer's Qualifications Statement set forth in Section 5.2 herein has been completed to the best of the Proposer's ability, and the Proposer affirms that all information contained herein is true, correct and complete.

5.5.2 By submission of its Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, including without limitation the Qualifications Statement, and Proposer authorizes the release to The City of any and all information sought in such inquiry or investigation.

5.5.3 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against the City; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer's Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer's general business.

5.5.4 The Proposer is organized and existing in good standing under the laws of the state of its creation and is certified to do business in the Commonwealth of Pennsylvania and The City of Philadelphia.

5.5.5 The undersigned is an officer of the Proposer with the requisite power and authority to bind the Proposer to the terms and conditions of this RFP and the submitted Proposal. The Proposer agrees that the RFP for which this Proposal is submitted shall consist of the following documents, referred to collectively as the RFP: The RFP and **Attachments A, B, C D, E, F, G, H and I** and all addenda issued prior to the deadline for receipt of Proposals.

AIRPORT ADVERTISING PROGRAM

5.5.6 No City employee or other Proposer responding to this RFP has any interest in Proposer or any Proposal submitted by it in response to this RFP.

5.5.7 Proposer not been prohibited by the City from participating in any City contracts.

5.5.8 Proposer has not been delinquent in its performance of any City contract.

5.5.9 Proposer is financially capable and has all the technical, professional and other expertise required to provide the goods and services required by this RFP.

5.5.10 Receipt of the following addenda is acknowledged, if applicable:

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposal issued by the City of Philadelphia, Procurement Department, for the Installation, Development and Operation of Airport Advertising Program(s) at Philadelphia International Airport.

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DATE: _____
(Corporate Seal if Applicable)

PROPOSER:

Name of Proposer

By: _____
(signature)

Name: _____

Title: _____

Attest: _____
(signature)

Name: _____

Title: _____

[Add signature lines as
necessary below.]

Mailing Address:

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SECTION 6- PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

6.1 Proposal Evaluation

6.1.1 Proposals submitted by Proposers and which the City determines, in its sole and absolute discretion, are responsive to this RFP will be reviewed by a selection committee consisting of representatives selected by the Procurement Commissioner and PHL's Chief Executive Officer ("Selection Committee").

6.1.2 The City reserves the right to request Proposers make one or more presentations to the Selection Committee, in City offices, addressing their ability to achieve the Objectives of this RFP, and reserves the further right to conduct on-site investigations of the Proposer's facilities.

6.1.3 Payment of Financial Consideration set forth in Section 5.1.1. to the City is a material factor, but not the sole or necessarily the determining factor in Proposer selection. The City may, at its sole and absolute discretion, enter into a contract resulting from this RFP with a person or entity other than the Proposer offering the highest financial consideration. The City will enter into a contract with the Proposer whose Proposal the City determines, in its sole and absolute discretion, to be in the best interest of the City.

6.1.4 Evaluation factors to be considered include, but are not necessarily limited to, those set forth in Sections 2 and 3 of this RFP, and may also include any other factors which the City considers relevant to the evaluation of the Proposal. Accordingly, in evaluating the Proposals, the City will consider the demonstrated experience, Equipment Plan, scope of program, ACDBE Participation and Financial Consideration of each Proposer in developing and operating Airport Advertising Program(s) of the type contemplated in Section 3 at PHL. No particular order of importance or other priority is intended by the order of the factors listed in Sections 2 and 3 of this RFP.

6.2 Qualification of Proposers

6.2.1 The City will carefully consider the Proposer's qualifications, experience, proposed Financial Consideration, financial responsibility, Equipment Plan, operations, staffing, marketing and management plan, Transition Plan, and ACDBE Participation plan in evaluating each Proposal. In the City's evaluation, the Proposal as a whole may bear more weight than the individual parts.

6.2.2 Following the City's review of the Proposals, the City may select one or more Proposers with which to negotiate. The City shall notify Proposer(s) of its selection for negotiations. The date of the Proposer's receipt of the notification of selection for negotiation is confirmed, is referred to herein as the "Selection Notification Date."

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6.2.3 Within ten (10) calendar days of the Selection Notification Date or such longer period as the City may authorize in writing, the Proposer(s) shall meet with the City's designated representative(s) at the places and at such times designated by the City, to negotiate, in good faith, the terms and conditions of an agreement in accordance with the terms of this RFP.

6.2.4 If within thirty (30) calendar days of the Selection Notification Date or such later date as the City may authorize verbally or in writing, the City and the Selected Proposer have not agreed to the terms of an agreement, the City may reject the Proposal submitted by the Selected Proposer and if, in the City's sole and absolute judgement, the Proposer did not negotiate in good faith, the Proposal Security shall become the property of the City as liquidated damages, and not as a penalty. Otherwise, the Proposal Security will be returned to the Proposer.

6.2.5 As set forth in the Reservation of Rights in Section 6.5 of this RFP, upon rejection of the Proposal of a Selected Proposer, the City, at its option, may either: (a) proceed to negotiate an agreement with any other Proposer(s), or (b) reject all remaining Proposals submitted in response to this RFP with or without issuing another RFP.

6.3 Selection of Proposer and Negotiation

6.3.1 Selection of a Proposer by City does not mean the Concession Agreement will be successfully negotiated and executed between the City and the Selected Proposer.

6.3.2 The selection of a Proposer means that the City has decided to enter into negotiations for the Concession Agreement and as set forth in the Reservation of Rights in Section 6.5 of this RFP does not preclude the City from simultaneously negotiating with another Proposer.

6.3.3 The determination of the Selected Proposer shall be made by the City, in its sole and absolute discretion, which decision shall be final. The City may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary.

6.3.4 The City may request submission of additional information to assist it in evaluating any Proposal, and all Proposers responding to this RFP shall cooperate fully with such request.

6.4 Disqualification Of Proposers

6.4.1 Collusion: If the City has reason, in its sole and absolute judgment, to

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believe that collusion exists among any Proposers responding to this RFP, none of the participants in such collusion will be considered.

6.4.2 No Proposal shall be received from, or agreement entered into with, any City employee or official who may have any direct or indirect interest financial and otherwise in such submitted Proposal or agreement.

6.4.3 In the event that only one Proposal is received by the City in response to this RFP, the City reserves the right to reject the Proposal and to begin the RFP process anew.

6.5 Reservation of Rights:

6.5.1 The City reserves the right to reject as informal or non-responsive any Proposal that, in the City's sole judgement, is incomplete, is not in conformity with applicable law, is not responsive to this RFP or contains erasures, alterations, ambiguities or items of work not called for by this RFP.

6.5.2 Without limiting the generality of any other provision of this RFP, the City reserves the right, at any time prior to execution of an agreement with the Selected Proposer, to exercise all or any one or any combination of the following rights and options, which rights and options the City may exercise to the extent that City, in its sole and absolute discretion, deems to be in the City's best interests:

- A. To reject the Proposal of any Proposer that submits an incomplete or inadequate proposal;
- B. To reject any Proposal submitted from Proposers who fail to meet the minimum qualification criteria or who fail to satisfy the submission requirements;
- C. To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;
- D. To accept or reject any and all Proposals;
- E. To re-issue this RFP without change or modification;
- F. To supplement, amend, substitute or otherwise modify this RFP or to re-issue this RFP. In any RFP for similar services that may be issued subsequent to this RFP, to require terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- G. To cancel this RFP with or without issuing another RFP;

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H. To request additional or clarifying information or more detailed information from any firm or person at any time, including information inadvertently omitted in a proposal;

I. To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by the City;

J. To negotiate any or all of the terms of a Proposer's Proposal, or more than one Proposer's Proposal;

K. To negotiate for acceptable terms in an otherwise unacceptable Proposal, such negotiations may result in changes to material terms of this RFP; in such event, the City shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals, unless the City, in its sole and absolute discretion, determines that doing so and permitting such is in the City's best interest;

L. To terminate any negotiations at any time and initiate negotiations with another firm and/or conduct simultaneous, competitive negotiations with multiple firms or to negotiate with several Proposers seriatim;

M. Through negotiations, to enlarge or reduce the scope of services or to change other items that are material to the RFP. In that event, the City shall not be obligated to inform other Proposers of the changes;

N. To enter into a contract, in whole or in part, or enter into multiple agreements, or pursue initiatives on its own;

O. To reject the Proposal of any Proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable of satisfying the requirements in the RFP, or that is otherwise not a responsible Proposer;

P. To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;

Q. To waive any informality, technicality, defect, non-responsiveness, or deviation from the requirements of this RFP;

R. To not proceed with the process described in this RFP, or to change any time schedules set forth herein, including without limitation the deadline for submitting Proposals in response to this RFP;

S. To permit, reject, or require, in the City's absolute discretion, amendments (including information inadvertently omitted),

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modifications, alterations and/or corrections to Proposals by some or all of the Proposers following their submission of Proposals;

T. To conduct such investigations as the City considers appropriate with respect to the financial, technical or qualifications of each Proposer responding to this RFP and any information contained in its Proposal; including without limitation on-site investigations of the facilities of any one or more Proposers, or the facilities where any Proposer performs its services, or any projects performed by any Proposer;

U. To decide not to enter into an agreement pursuant to this RFP;

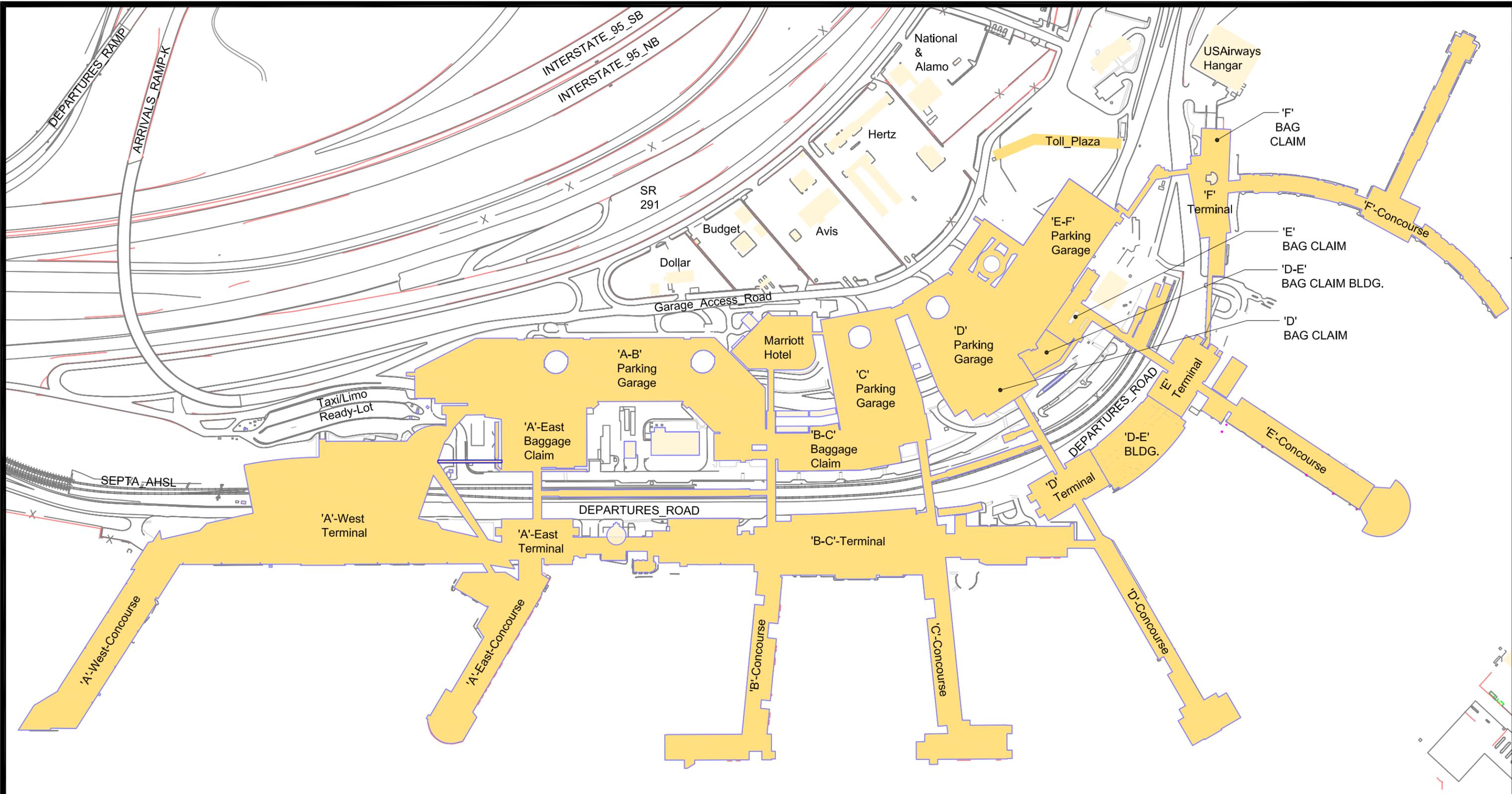
V. To require any one or more Proposers to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Proposer's sole cost and expense, addressing the Proposer's Proposal and its ability to achieve the objectives of this RFP;

W. To do any of the foregoing without notice to Proposers or others, except such notice as the City, in its sole and absolute discretion, elects to post on www.phila.gov/bids.

6.5.3 Interpretation; Order of Precedence: In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

6.5.4 Headings: The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

ATTACHMENT A



REVISIONS:			
NO.:	DATE:	DESCRIPTION:	BY:

TITLE: AIRPORT LAYOUT PLAN ATTACHMENT 'A'		
DATE: 2011/06/23	SCALE:	DRAWING NO.:

ATTACHMENT B

City of Philadelphia Aviation Division Passenger Traffic Analysis
--

Total Passengers

<u>Calendar Year</u>	<u>Total Passenger Traffic</u>
2005	31,495,385
2006	31,768,272
2007	32,211,439
2008	31,834,725
2009	30,669,564
2010	30,775,961

Enplanements

								Total
<u>Calendar</u>								
<u>Year</u>	<u>A-East</u>	<u>A-West</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>Enplanements</u>
2005	1,243,395	1,707,479	3,009,750	2,972,786	2,024,072	2,408,490	2,303,608	15,669,580
2006	1,184,929	1,846,105	2,576,463	2,416,074	2,351,191	1,943,667	3,450,695	15,769,124
2007	1,343,159	1,798,545	2,629,233	2,699,958	2,475,085	2,080,143	3,012,060	16,038,183
2008	1,919,530	1,919,710	2,162,044	3,668,969	2,286,163	1,496,129	2,385,971	15,838,516
2009	1,772,678	1,954,652	2,016,342	3,529,646	2,038,893	1,474,865	2,488,926	15,276,002
2010	1,446,959	1,879,245	2,466,493	3,255,918	1,982,064	1,871,582	2,445,914	15,348,175
	8,910,650	11,105,736	14,860,325	18,543,351	13,157,468	11,274,876	16,087,174	93,939,580

Deplanements

<u>Calendar</u>								
<u>Year</u>	<u>A-East</u>	<u>A-West</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>Deplanements</u>
2005	1,243,087	1,664,164	3,172,599	2,984,969	2,056,575	2,441,333	2,263,078	15,825,805
2006	1,157,459	1,848,335	2,706,495	2,411,150	2,452,481	2,037,822	3,385,406	15,999,148
2007	1,384,259	1,772,476	2,676,285	2,698,011	2,547,212	2,148,178	2,946,835	16,173,256
2008	1,955,557	1,858,086	2,150,616	3,692,973	2,391,165	1,578,509	2,369,303	15,996,209
2009	1,824,560	1,887,827	1,985,106	3,519,093	2,134,712	1,576,390	2,465,874	15,393,562
2010	1,522,475	1,837,717	2,444,469	3,224,981	2,008,565	1,981,355	2,408,224	15,427,786
	9,087,397	10,868,605	15,135,570	18,531,177	13,590,710	11,763,587	15,838,720	94,815,766

ATTACHMENT C

EQUIPMENT PLAN

(Intentionally left blank: To be Proposed by Proposer)

ATTACHMENT D

Airport Advertising Program RFP

Insurance.

A. Unless otherwise approved by the City's Risk Management Division in writing, Concessionaire shall, at its sole cost and expense, procure and maintain in full force and effect, during the term and any extension or renewal thereof, the types and minimum limits of insurance specified under the Agreement, or such greater amounts as the City shall, from time to time require:

(1) Workers' Compensation and Employers' Liability.

(a) Workers' Compensation: Statutory Limits

(b) Employers' Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

(c) Other states' insurance including Pennsylvania.

(2) General Liability Insurance.

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

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(3) Automobile Liability Insurance.

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

(b) Coverage: Owned, non-owned, and hired vehicles.

(4) Umbrella Liability Insurance with limits totaling \$5,000,000 per occurrence when combined with insurance required under (1) Employer's Liability, (2) General Liability and (3) Automobile Liability

above.

(5) Property Insurance.

All risk property insurance covering all all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control in the amount equal to the full replacement value of the property with no penalty for coinsurance, including coverage during any construction or renovation period.

(6) Professional Liability Insurance.

(a) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.

(b) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Agreement shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

B. With respect to the insurance listed above the following shall apply:

- (1) With the exception of the professional liability insurance, all of the foregoing policies shall be provided on an "occurrence" basis and not a "claims-made" basis.
- (2) The City of Philadelphia, its officers, employee and agents, shall be named as additional insureds on all liability insurance policies required hereunder except Worker Compensation and Employers' Liability, Property and Professional Liability Insurance. The City of Philadelphia shall also be named as loss payee on the Property Insurance. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them.
- (3) Certificates of insurance evidencing the required coverages shall be submitted by Concessionaire to the Division of Aviation (Philadelphia International Airport, Terminal "E", Philadelphia, Pennsylvania, 19153, Attention: Airport Properties Manager), and the City's Risk Manager (1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania 19102-1595), at least ten (10) days before commencement of the Term or the Renewal Term. Concessionaire's failure to furnish certificates of insurance as required herein shall be considered as a default with a cure period of five (5) days after receipt of written notice thereof. Thereafter, and without further notice to Concessionaire, City may exercise any and all remedies set forth in this Agreement and at law or equity.

- (4) Concessionaire shall furnish copies of the original policies of all insurance required under the Agreement at any time within ten (10) days after written request by City.
- (5) All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or not-renewed. At least ten (10) days prior to the expiration of each policy . Concessionaire shall deliver to City a certificate of insurance or certificates of insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.
- (6) From time to time during the Term of the Agreement and in any event not more frequently than every year, the City may adjust the amounts, types and deductibles of insurance required to reflect changed circumstances affecting the insurance requirement.
- (7) If Concessionaire fails to cause such insurance to be maintained, City shall not be limited in the proof of any damages which City may claim against Concessionaire or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but City shall also be entitled to recover as damages, expenses of suit and costs, including without limitation, reasonable cancellation fees, suffered or incurred during any period when Concessionaire shall have failed or neglected to provide insurance as required herein.
- (8) The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in the Agreement by Concessionaire to City or to limit Concessionaire's liability under this Agreement to the limits of the policies of insurance required to be maintained by Concessionaire hereunder.

C. Concessionaire shall not do or suffer to be done, any matter or thing whereby, or in consequence whereof, the policy or policies of insurance shall become voided or suspended, or which increase the risk or hazard of fire in or on the Airport unless, in the latter case only, such increased risk or hazard is adequately insured in City's sole discretion and the use creating such increased risk or hazard is permitted hereunder.

D. Concessionaire shall not permit separate insurance to be carried which relates to the Airport and is concurrent in form or contributing, in the event of loss, with that required to be maintained under this Agreement, or increase or permit to increase the amounts of any then existing insurance relating to the Airport by securing an additional policy or additional policies, without including the applicable parties required in this Section as insured parties or additional insured. Concessionaire immediately shall notify City whenever such separate insurance is obtained and deliver to the City

certificates evidencing such policies and, upon request, certified copies or duplicate originals of the same (as required in this Section and in accordance with the procedures set forth herein).

ATTACHMENT E

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS RELATING TO PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN CITY AIRPORT CONCESSIONS CONTRACTS

1. **Policy.** This invitation and proposal is issued under the Regulations of the U.S. Department of Transportation ("U.S. DOT"), 49 C.F.R. Parts 23 and 26, as amended. It is the policy of the City of Philadelphia and U.S. DOT that airport concession disadvantaged business enterprises ("ACDBE(s)", as defined in 49 CFR Part 23, as amended, shall have a fair opportunity to participate in the performance of airport concessions contracts. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 26, which concerns participation by airport concessionaire disadvantaged business enterprises (ACDBEs) in the concession activities of airports receiving Federal financial assistance from the Federal Aviation Administration, which funds were authorized and issued under Title 49 of the United States Code since 1988. All forms, information and documentation submitted are subject to the penalties of 18 U.S.C.S. 1001 relating to false statements and 18 Pa.CS.A 4904 relating to unsworn falsification to authorities.

2. **49 CFR Part 23 Nondiscrimination and Assurances.** This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The successful proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

3. **ACDBE Participation.** There is a 12% ACDBE Goal established for this Request for Proposal ("RFP"). Proposers are required to use good faith efforts to include ACDBE participation in this proposal. Proposers are required to submit the following with their proposal:

- a. A Schedule For Participation demonstrating any ACDBE participation commitments that Proposer has achieved; or
- b. A Request For Good Faith Efforts Review, demonstrating that Proposer has made good faith efforts to include ACDBEs in its proposal.

The Schedule For Participation or, when necessary, a Request For Good Faith Efforts Review, become part of the Proposer's proposal and is an element of responsiveness to the proposal. **The failure to submit either a Schedule For Participation or a Request For Good Faith Efforts Review shall result in rejection of the proposal.** The City reserves the right to permit the proposer to submit a Request For Good Faith Efforts Review at any time prior to award of a contract in order to evaluate whether the proposer made good faith efforts.

4. **Counting ACDBE Participation.** The Schedule For Participation must contain the name and address of each ACDBE, a detailed description of the work (including a supply effort) to be performed by each named ACDBE and the percentage and dollar amount of participation. An entity wishing to participate as a joint venture ACDBE shall, in addition to the Schedule For Participation, complete and submit all required joint venture information forms available at the City of Philadelphia DBE Program Office. Listing of an ACDBE on the Schedule For Participation or a Schedule For Partial Participation accompanying a Request For Good Faith Efforts Review, constitutes a representation by the Proposer that the ACDBE is certified under the Pennsylvania Uniform Certification Program (PaUCP), as indicated below, and capable of completing the subcontract with its own work force and that the Proposer has made a binding commitment, in writing, with such firm prior to submission of the proposal. A copy of the binding commitment must be submitted with the Proposal. The written commitment must describe the work to be formed by the ACDBE, which must be a commercially useful function as required by 49 CFR Parts 23 and 26. Such a listing is also a representation that if the Proposer is selected, the Selected Proposer will subcontract with the listed ACDBE(s) for the work described and dollar/percentage amount(s) set forth in the proposal submission and produce a copy of the executed subcontract within thirty (30) days of the execution of a concession agreement between City and the Proposer or submit a request for Good Faith Efforts Review if the Proposer is unable to execute a subcontract with the ACDBE.

ATTACHMENT E

a. Any ACDBE listed on the Schedule For Participation or the Schedule For Partial Participation accompanying a Request For Good Efforts Review **must be certified by the PaUCP before the time of proposal submission**. Proposers may list on the Schedule For Participation **only** firms that are currently certified as an ACDBE for the work described in their written commitment. PaUCP maintains a directory of certified ACDBEs classified according to NAIC codes. This Directory is accessible online at www.paucp.com. Proposer shall not receive credit towards ACDBE participation or good faith efforts by using other certification directories (e.g., OEO Directory of Certified Firms, Pennsylvania Department of General Services BMWBO Directory).

b. Pursuant to 49 CFR Part 23.55, if a firm is determined to be an eligible ACDBE, the dollar value of the contract awarded to the ACDBE is counted toward ACDBE participation as follows:

i. **Commercially Useful Function:** Only expenditures to the ACDBE that relate to a commercially useful function performed by the ACDBE under the ACDBE's contract with the Proposer are counted toward ACDBE participation. An ACDBE is considered to perform a commercially useful function in accordance with 49 CFR Part 23.55 when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved.

ii. **Joint Ventures:** Only that portion of the total dollar value of a contract with a joint venture equal to the percentage of ACDBE ownership and control in the joint venture is counted toward ACDBE participation. The ACDBE joint venture partner must be responsible for a clearly defined portion of the work and must share in the risks and profits of the joint venture commensurate with its ownership interest in the joint venture as required by 49 CFR Part 23 and the FAA's Joint Venture Guidance (July 2008).

iii. **Management Contract:** The total dollar value an ACDBE earns under a management contract may be counted toward ACDBE participation.

iv. **Subconcessionaire or Subcontractor:** When an ACDBE performs under a subconcessionaire agreement or a subcontract with a non-ACDBE, only that portion of the monies earned by the ACDBE under its subagreement may be counted toward ACDBE participation.

v. **Bona Fide Services:** The entire amount of fees or commissions charged by an ACDBE for Bona Fide services may be counted toward ACDBE participation, as long as the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.

vi. **Goods:**

(1) **Manufacturers and Regular Dealers:** One hundred percent (100%) of the expenditures for goods required under the contract and obtained from an ACDBE manufacturer, as defined in 49 CFR 26.55(e)(1)(ii), or purchased or leased from an ACDBE regular dealer, as defined in 49 CFR 26.55(e)(2)(ii).

(2) **Other goods suppliers:** For an ACDBE that is neither a manufacturer or a regular dealer, count toward ACDBE participation the entire amount of fees or commissions for assistance in the procurement of goods for the concession and the entire amount of fees or transportation charges for the delivery of goods to the concession, as long as such fees, commissions or charges are reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the goods themselves.

c. **Build-Out Costs Are Not Counted:** Pursuant to 49 CFR 23.55 (k), costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the "build-out") are not counted toward ACDBE participation.

5. Good Faith Efforts Review and Proposer Appeal.

ATTACHMENT E

a. If the Proposer does not make any ACDBE participation commitments, it must file a Request For Good Faith Efforts Review as indicated above, documenting its good faith efforts to include ACDBE participation commitments in the proposal. Good faith efforts are those efforts undertaken by Proposer that, by their scope, intensity and appropriateness, can reasonably be expected to achieve ACDBE participation. Factors to be considered shall include, but not be limited to, soliciting interest of ACDBEs at pre-proposal meetings; negotiating in good faith with interested ACDBEs; providing interested ACDBEs with adequate information about the plans, specifications, and requirements of the contract in an expeditious manner; and, selecting portions of work or material needs consistent with the available ACDBE subcontractors and suppliers.

b. If the City determines that the Proposer failed to make good faith efforts the Proposer will be notified and may file a written appeal for administrative reconsideration to the City within forty-eight (48) hours of the date of notification; Proposer is not permitted to submit new or additional documentation of good faith efforts in connection with its appeal. Reconsideration will be made by a City official who did not participate in the original determination that Proposer failed to make good faith efforts. The result of the reconsideration process is final and is not administratively appealable to the U.S. Department of Transportation.

6. Post Award Obligation. All contractors and subcontractors are hereby advised that their compliance with the requirements for participation by ACDBEs is material to the contract. Failure to carry out the requirements herein constitutes a substantial breach of contract and, after notification to the U.S. DOT, may result in termination of the contract, suspension, being barred from proposing on and/or participating in City and U.S. DOT funded contracts for up to three (3) years, and/or any other remedy available in law or equity.

a. The successful Proposer is required to make good faith efforts to replace an ACDBE subcontractor that is unable to perform successfully with another ACDBE. All such substitutions require the prior written approval of the City. Similarly, in the event the successful Proposer's contract is increased by change order (sometimes referred to as a modification) and/or amendment, the successful Proposer is required to make good faith efforts to include ACDBE participation on such change order or amendment.

b. The successful Proposer is required to make prompt payment to each subcontractor for satisfactory performance of its contract. Any delay or postponement of payment may occur only for good cause following written approval of the Procurement Department and the Division of Aviation. This provision applies to both ACDBE and non-ACDBE subcontractors. In the event that successful Proposer is found to be in noncompliance with this directive, the City may exercise appropriate legal remedies which may include suspension and debarment of Proposer. Any issue or dispute, which may affect the prompt payment of subcontractors, should be brought to the attention of the Airport contract manager, as well as to the attention of the City of Philadelphia DBE Program Liaison Officer in situations involving ACDBE subcontractors, before a state of noncompliance is reached.

7. Post Award Compliance Monitoring. The City reserves the right to conduct post-award compliance reviews to ensure that contractors are in compliance with the contract requirements for ACDBE participation. The successful Proposer agrees to cooperate with the City in its compliance monitoring efforts and to submit, within the time limits prescribed by the City, all documentation that may be requested by the City, including, but not limited to, copies of subcontracts with the ACDBEs listed in the proposal, purchase orders, monthly ACDBE reports, canceled checks, etc. Unreasonable failure or refusal to furnish information or to cooperate in any compliance review shall constitute a substantial breach of contract.

ATTACHMENT E

SCHEDULE FOR PARTICIPATION BY AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBEs)

Proposal Number: _____

Name of Proposer _____

ACDBE	Detailed Description of Work or Supply Effort or Joint Venture responsibilities	ACDBE Participation						
		Dollar Amount \$ <small>(or ownership % for joint ventures)</small>	Type of Contract					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 100%;">Name</td></tr> <tr><td>Address</td></tr> <tr><td> </td></tr> <tr> <td style="width: 60%;">Contact Person</td> <td style="width: 40%;">Phone</td> </tr> </table>	Name	Address		Contact Person	Phone			
Name								
Address								
Contact Person	Phone							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 100%;">Name</td></tr> <tr><td>Address</td></tr> <tr><td> </td></tr> <tr> <td style="width: 60%;">Contact Person</td> <td style="width: 40%;">Phone</td> </tr> </table>	Name	Address		Contact Person	Phone			
Name								
Address								
Contact Person	Phone							

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
2. A binding commitment must have been achieved with the ACDBE for the detailed work and dollar amount of participation as reflected by the ACDBE's quotation listed on this Schedule for Participation.
3. ACDBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards ACDBE participation.

ATTACHMENT E

REQUEST FOR GOOD FAITH EFFORTS REVIEW

Name of Proposer:_____

Proposal Number:_____

Date: _____

I, _____, have not been able to achieve participation from any Airport Concession Disadvantaged Business Enterprises (ACDBEs). I represent, under penalty of law and as evidenced by the attached documentation, that I have made good faith efforts prior to proposal opening to achieve ACDBE participation in accordance with the criteria set forth in 49 C.F.R. Section 26.53, but have been unable to achieve such participation for the following reasons*:

*You may attach supplemental pages and documentation if necessary.

ATTACHMENT E

REQUEST FOR GOOD FAITH EFFORTS REVIEW
 SCHEDULE FOR Partial PARTICIPATION
 BY
 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

ACDBE	Detailed Description of Work or Supply Effort or Joint Venture responsibilities	ACDBE Participation	
		Dollar Amount \$ (or ownership % for joint ventures)	Type of <u>Contract</u>
Proposal Number Name Address Contact Person Phone			
Name Address Contact Person Phone			

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
2. A binding commitment must have been achieved with the ACDBE for the detailed work and dollar amount of participation as reflected by the ACDBE's quotation (and the percentage of ownership for ACDBE joint venture owners) listed on this Schedule for Participation.
3. ACDBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards ACDBE participation.

ATTACHMENT E

Name of Proposer: _____

Proposal Number: _____

A. CONTRACTOR'S ADVERTISEMENTS FOR PARTICIPATION

Have you advertised in general circulation media, trade association publications and minority or female focused media concerning subcontracting opportunities in general? If so attach copies of all such advertisements published by you within the past six months. If copies are not available, explain why and state the text of the advertisement(s) and the publications where they were printed.

B. NOTIFICATION TO ACDBEs

(1) Did you contact in writing any certified Airport Concession Disadvantaged Business Enterprise(s) to solicit their participation in this contract? If so, attach dated copies of all such solicitations.

(2) Identify by name, address, date and telephone number each certified Airport Concession Disadvantaged Business Enterprise that you contacted orally, and name the person with whom you spoke. If your company maintains a telephone log, please attach relevant entries.

ATTACHMENT E

Name of Proposer: _____ Proposal Number: _____

C. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES UNAVAILABLE TO PARTICIPATE IN CONTRACT

Of those Airport Concession Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which were interested in the contract but which were unavailable to work on this contract or were unable to prepare a quote. State the reasons for the unavailability of each ACDBE. The attached certification of unavailability form should be completed by the ACDBE and submitted for each unavailable firm whenever possible.

D. INFORMATION AND ASSISTANCE PROVIDED TO AIRPORT CONCESSION DISADVANTAGED BUSINESSES

Of those Airport Concession Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which you provided with plans, specifications and requirements of the contract. Detail all assistance you provide to interested certified ACDBEs and all efforts at negotiation to specific sub-proposals below.

I HEREBY VERIFY THAT THE FOREGOING STATEMENTS ARE TRUE. THIS VERIFICATION IS MADE SUBJECT TO THE PENALTIES SET FORTH IN 18 Pa.C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES, AND 18 U.S.C.S. 1001, RELATING TO FALSE STATEMENTS. I UNDERSTAND THAT THIS REQUEST FOR GOOD FAITH EFFORTS REVIEW WILL BE CONSIDERED AND APPROVED OR DISAPPROVED SOLELY ON THE BASIS OF THE INFORMATION HEREIN PROVIDED.

Name (Signature)

Title:

ATTACHMENT E

Name of Proposer: _____
Proposal Number: _____

**CERTIFICATION OF UNAVAILABILITY
OF AIRPORT CONCESSION DISADVANTAGED BUSINESS
ENTERPRISES**

I, _____
do hereby certify that I am a certified Airport Concession Disadvantaged Enterprise
("ACDBE") under the PaUCP and I was offered an opportunity to participate in the above
referenced proposal

for _____
(Describe Work or Supply Effort Solicited)

by _____
(Name of Prime Proposer's Representative Making Solicitation)

on _____
(Give Date of Solicitation)

but was unavailable to participate/unable to prepare a quote (strike inappropriate term) for
the following reasons:

Name of ACDBE

Signature of Principal of ACDBE

Title

Date

ATTACHMENT F

City of Philadelphia Tax 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. The City of Philadelphia, acting through its Department of Revenue and the Department of Licenses and Inspections, will utilize the information contained in the completed form to review the tax and Philadelphia Code compliance records of the person and/or entity identified below as part of the proposal evaluation process and will report their findings to the Contracting Department and the City's authorized investigatory agents. By signing the certification statement below as Applicant or an authorized representative of Applicant, you represent that Applicant is current and in compliance with, or has made or intends to make satisfactory arrangements with the City to come into compliance with the tax and regulatory provisions of The Philadelphia Code.

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employers Identification Number or Social Security Number:	
Philadelphia Business Tax Account Number (if none, state "none") 1	
Business Privilege License Number (if none, state "none") 2	

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, of other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

Authorized Signature Date

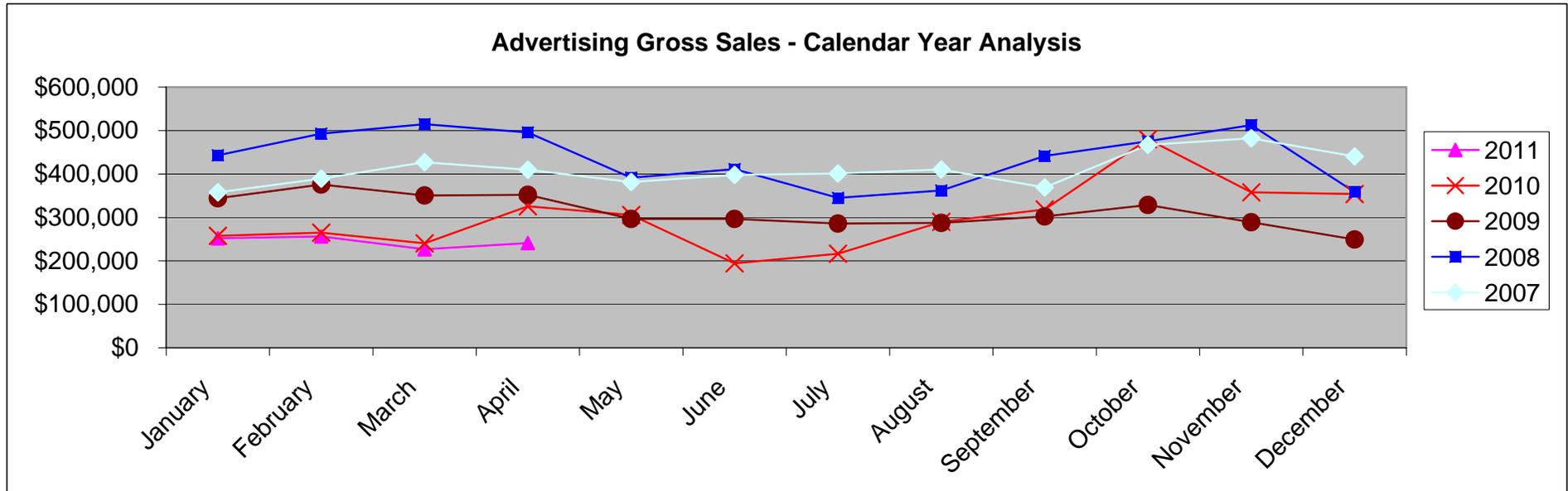
Print Name and Title ¹ To apply for a City of Philadelphia Business Tax Account Number, please go to <http://business.phila.gov/Pages/Home.aspx> and look for how to register your business.

² To apply for a Business Privilege License, please go to <http://business.phila.gov/Pages/Home.aspx> and click on "Obtain a Business Privilege License" or "Register Your Business."

ATTACHMENT G

**City of Philadelphia Aviation Division
Philadelphia International Airport
ClearChannel Airports
Advertising Gross Sales
Calendar Year Analysis**

<u>Month</u>	<u>Calendar 2011</u>	<u>Calendar 2010</u>	<u>Calendar 2009</u>	<u>Calendar 2008</u>	<u>Calendar 2007</u>
January	\$251,980.57	\$257,657.99	\$344,307.82	\$442,998.52	\$357,780.06
February	\$256,225.97	\$265,067.13	\$375,639.47	\$492,970.57	\$389,271.61
March	\$226,559.98	\$240,279.85	\$350,466.97	\$514,725.51	\$427,069.41
April	\$240,859.92	\$325,742.23	\$352,141.97	\$495,603.71	\$409,796.21
May		\$305,708.23	\$296,527.67	\$391,372.46	\$381,633.30
June		\$194,249.08	\$296,545.28	\$411,354.93	\$397,816.48
July		\$216,336.90	\$285,795.28	\$345,214.93	\$401,340.48
August		\$289,789.99	\$287,386.28	\$362,127.93	\$410,412.88
September		\$318,391.07	\$302,353.88	\$441,479.93	\$368,932.88
October		\$480,250.39	\$328,744.10	\$475,153.93	\$466,949.88
November		\$357,927.78	\$288,948.29	\$512,652.82	\$482,155.17
December		\$353,790.82	\$249,056.11	\$358,454.82	\$440,266.27
	<u>\$975,626.44</u>	<u>\$3,605,191.46</u>	<u>\$3,757,913.12</u>	<u>\$5,244,110.06</u>	<u>\$4,933,424.63</u>



ATTACHMENT H

Existing Advertising Inventory by Terminal

<i>Advertising Medium</i>	<i>No. of Units</i>	Terminal								
		A-West	A-East	B	B-C	C	D	D-E	E	F
Banner	14	6	3	1		1	3			
2 Sided Banner	5			2		2			1	
Garage Banner	2	2								
Bag Carousel Wrap	38		6		14			18		
Column Façade Wrap	6			3		3				
Column Wrap	17		3	1	8	1	4			
Diorama	121	30	16	5	9	8	10	11	2	30
2 Sided Diorama	18		6					12		
3 Sided Revolving Diorama	21				21					
Floor Exhibit	12	1	1	3		3	2		2	
FreeCharge Station	8			1	2	1	1		2	1
Static FIDS	4								4	
LCD Screen (CNN monitors)	34	2	2	8	5	8	4		3	2
Mini Spectacular	4					2	2			
Monster Wall	1							1		
MUFIDS	59	9	11	8	7	6	3	10	1	4
Soffit Wrap	7			1		1			4	1
Pedestal Diorama	55		4	13		13	10		15	
Spectacular	9		1	1	4	2		1		
Vertical Poster	8		1		6		1			
Wall Wrap	20	5	6	1		1	6			1
Window Clings Bridges	3			1			1		1	
Number of Advertising Mediums Available per Terminal		55	60	49	76	52	47	53	35	39
Total Number of Advertising Mediums Available	466									

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal A-West

Advertising Medium	Location
	<i>2nd Level, Concourse West End Pier</i>
LCD Screen	Gate A24 Gate A25
MUFIDS	Near Gate A23
Diorama	Between Gates A21 & A23
" "	" "
" "	" "
" "	Near Gate A22
" "	Between Gates A19 & A21
" "	Between Gates A20 & A22
" "	Between Gates A19 & A21
" "	Between Gates A20 & A22
" "	Between Gates A19 & A21
Floor Exhibit	Across from Food Court, Near Duty Free shop
	<i>2nd Level, Concourse East End</i>
MUFIDS	Between Food Court & Gate A17
Diorama	Between Food Court & Gate A17
" "	" "
Wall Wrap	Near Sector 5 Security Checkpoint
" "	" "
Diorama	Across from Gate A17 (west of restrooms)
" "	" "
MUFIDS	Across from Gate A17
Banner	Between Gates A16 & A17
" "	" "
" "	" "
Diorama	Wall at Sector 5 Security Checkpoint
" "	" "
" "	" "
" "	" "
" "	" "
	<i>2nd Level, Concourse East End</i>
Banner	Between Gates A15 & A16
" "	Near Gate A15
" "	Near Gate A15
MUFIDS	Across from Gate A14
Diorama	Across Gate A14 (east of restrooms)
" "	" "
Diorama	Wall at Sector 7 Security Checkpoint
" "	" "
" "	" "
" "	" "
" "	" "
Diorama	Wall near Travelex - Gate A14
Diorama	Ramp to A-East Sec.Checkpt.
" "	" "
" "	" "
" "	" "
Wall Wrap	Beside stairwell doors to Customs
" "	Wall next to Sector 7 Security Checkpt
Wall Wrap	Soffit - ramp to A-West next to art exhibit

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal A-West

Page 2

Advertising Medium Style	Location
	<i>A-West Ticketing</i>
MUFIDS	Bottom of escalator on the east side
" "	Bottom of escalator on the west side
" "	Center of ticketing Lobby
	<i>3rd Level,</i>
MUFIDS	in the recheck area
" "	in the football area
	<i>Exterior Parking Garage</i>
Garage Banner	West End of Garage facing Arrivals Rd
Garage Banner	North Side of Garage facing I-95 (west corner)

Banner	6
Garage Banner	2
Diorama	30
Floor Exhibit	1
LCD Screen (CNN)	2
Wall Wrap	5
MUFIDS	9
Total	55

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal A-East

Advertising Medium	Location
	A-East Bridge
MUFIDS	A Bridge at the checkpt non secure side
Vertical Poster	Top of Stairs to Ticketing
Banner	Near Security Checkpoint
" "	Near Escalators to Train
" "	Near A-East Garage Entrance
Pedestal Diorama	Between Escalator to Train & Garage
" "	" "
" "	Between AA Club & Stairs to Ticketing
" "	" "
MUFIDS (Single Ad Screen)	1 single screen non-secure side A-East checkpoint que
	Concourse A-East
MUFIDS	Inside Security Checkpoint A-East
LCD Screen	Gate A11
" "	Between Gate A6 and Gate A8
Diorama	1st Part of Ramp Leading to Concourse
" "	" "
" "	" "
" "	" "
" "	2nd Part of Ramp Leading to Concourse
" "	" "
Spectacular	2nd Part of Ramp Leading to Concourse
MUFIDS	Between Gate A3 and Gate A5
Diorama	Overhead Tile Wall across from Gate A7
" "	" "
MUFIDS	In front of Gate A2
MUFIDS	Between Gate A4 and Gate A6
Diorama	Near Gate A6
" "	Near Gate A13
Column Wrap	Between Gate A6 and Gate A8 in the Rotunda
" "	Near Gate A13 in the Rotunda
	A/B Connector
Wall Wrap	Tile Wall across from Art Exhibits
" "	South Tile Wall near Ace Cash Express
" "	" "
" "	" "
Wall Wrap	NorthTile Wall near Ace Cash Express
" "	Tile Wall across East Side Inform Ctr
Column Wrap	Column east of the Moving Sidewalk
Floor Exhibit	Wall across and west of Gate A-1
MUFIDS	Across from Gate A1
	A-East Ticketing
MUFIDS	A-East ticketing underneath the escalator

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal A-East

Page 2

Advertising Medium	Location
	A-East Baggage Claim
MUFIDS	Bottom of escalator from A-W Int'l arrivals area
MUFIDS	in front of carousel 4
MUFIDS	Near carousel 2 across from info counter
Diorama	Behind Carousel 3
" "	Between Carousel 3 & 2
" "	" "
" "	Between Carousel 2 & 1
" "	" "
" "	Behind Carousel 1
2-Sided Diorama	On Top of Carousel 3
" "	" "
" "	On Top of Carousel 2
" "	" "
" "	On Top of Carousel 3
" "	" "
Bag Carousel Wraps	Carousel 1
" "	" "
" "	Carousel 2
" "	" "
" "	Carousel 3
" "	" "

Bag Carousel Wrap	6
Banner	3
Column Wrap	3
Diorama	16
Floor Exhibit	1
LCD Screen (CNN)	2
MUFIDS	11
Pedestal Diorama	4
Spectacular	1
Vertical Poster	1
Wall Wrap	6
2 Sided Diorama	6
Total	60

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal B

Advertising Medium	Location
	<i>B Bridge</i>
Pedestal Diorama	Btwn Escalators to Train & Bag Claim
" "	" "
" "	" "
MUFIDS (Single Ad Screen)	1 single screen non-secure side B checkpoint que
2-Sided Banner	Near Escalator to Bag Claim
MUFIDS	(Marriott) north end
MUFIDS	Across from Elevator to Train (south)
Pedestal Diorama	Near Escalator to Train
" "	" "
Pedestal Diorama	Btwn Escalator to Bag Claim & Sec Chkpt
" "	" "
" "	" "
" "	" "
2-Sided Banner	Near Escalator to Train
Spectacular	Just inside Security Chkpt B exit lane
Banner	Near Security Checkpoint B
MUFIDS	Before Security Checkpoint B
Window Cling	Window on Bridge near Sec. Ckpt
	<i>Concourse B</i>
LCD Screen	Gate B1
" "	Gate B3
" "	Gate B5
" "	Bottom of Ramp to Hammerhead
" "	Gate B9
" "	Gate B11
" "	Gate B10
" "	Gate B6
Floor Exhibit	Tile wall next to CNBC /across restroom
Pedestal Diorama	Gate B1
" "	Gate B6
" "	Gate B8
Diorama	Ramp Bwtn Gate B8 and Hammerhead
" "	" "
" "	" "
" "	" "
" "	" "
Soffit Wrap	Bottom of Ramp to B Hammerhead
Wall Wrap	Tile Wall btwn Newstand & Gate B11
Floor Exhibit	In front of Tile Wall next to Gate B11

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal B

Page 2

Advertising Medium	Location
	Concourse B (continued)
Freecharge Station	In front of Gate B3 across from Cibo
Floor Exhibit	In front of Gate B6
Column Façade Wrap	Ramp to B hammerhead - Gate B9
" "	" "
" "	" "
Column Wrap	Ramp next to Elevator to Lower Level
MUFIDS	Large bank across from information desk
" "	Gate B2
" "	Between Gate B6 & B8
" "	Between Gate B13 & B15

Banner	1
2 Sided Banner	2
Column Façade Wrap	3
Column Wrap	1
Diorama	5
Floor Exhibit	3
FreeCharge Station	1
LCD Screen (CNN)	8
MUFIDS	8
Pedestal Diorama	13
Spectacular	1
Soffit Wrap	1
Wall Wrap	1
Window Cling Bridge	1
Total	49

ATTACHMENT H

Existing Advertising Inventory by Terminal

B-C Connector

Advertising Medium	Location
	<i>B-C Connector, 2nd Floor</i>
Column Wrap	Columns just after Security Checkpoint B
" "	" "
" "	" "
Vertical Poster	Begin walking sidewalk - next shoe shine
" "	End walking sidewalk - behind Vino Volo
Vertical Poster	Columns in the BC Food Court
" "	" "
" "	" "
" "	" "
FreeCharge Station	BC corridor in front of Blackberry Store
" "	BC corridor in front of Lids
MUFIDS	Overhead monitors in the BC Food Court
" "	" "
Column Wrap	Columns just after Security Checkpoint C
" "	" "
" "	" "
" "	" "
	<i>B-C Ticketing</i>
MUFIDS	B-C ticketing
" "	" "
	<i>B-C Baggage Claim</i>
LCD Screen	Carousel G
" "	Carousel F
" "	Carousel D
" "	Carousel C
" "	Carousel A
Bag Carousel Wraps	Carousel A
" "	Carousel B
" "	Carousel C
" "	Carousel D
" "	Carousel E
" "	Carousel F
" "	Carousel G
MUFIDS	Near Carousel G and exit to arrivals road
" "	So. Commercial Rd. near Ground Transport counter
" "	B side elevator to Marriott
Diorama	Outside B Side Ladies Restroom
Spectacular	Between Arrivals Rd Exit & Garages - B side
Diorama	Near Elevators to B Garage
" "	Next to Oversize Baggage Carousel
" "	" "
" "	" "

ATTACHMENT H

Existing Advertising Inventory by Terminal

B-C Connector

Page 2

Advertising Medium	Location
	<i>BC Baggage Claim (continued)</i>
3-sided Revolving Diorama	Carousel A
" "	" "
" "	" "
3-sided Revolving Diorama	Carousel B
" "	" "
" "	" "
Spectacular	Across from Carousels A & B
3-sided Revolving Diorama	Carousel C
" "	" "
" "	" "
" "	Carousel D
" "	" "
" "	" "
" "	Carousel E
" "	" "
" "	" "
Spectacular	Across from Carousels C & D
3-sided Revolving Diorama	Carousel F
" "	" "
" "	" "
Spectacular	Across from Carousels F & G
3-sided Revolving Diorama	Carousel G
" "	" "
" "	" "
Diorama	So. Commercial Rd Exit - across Carousel G
" "	" "
" "	Side of US Airways BSO
" "	" "

Column Wrap	8
Bag Carousel Wrap	14
Diorama	9
3 Sided Revolving Diorama	21
FreeCharge Station	2
LCD Screen (CNN)	5
MUFIDS	7
Spectacular	4
Vertical Poster	6
Total	76

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal C

Advertising Medium	Location
	C Bridge
MUFIDS (Single Ad Screen)	1 single screen non-secure side B checkpoint que
Mini-Spectacular	Entrance to C Garage
" "	" "
Pedestal Diorama	Between Escalators to Train & Bag Claim
" "	" "
" "	" "
" "	" "
" "	" "
2-Sided Banner	Near Escalator to Bag Claim
Pedestal Diorama	Btwn Escalator to Train & Sec Checkpt
" "	" "
2-Sided Banner	Near Escalator to Train
Pedestal Diorama	Between Escalator to Train & Sec Checkpt
" "	" "
MUFIDS	Before Security Checkpoint C
Spectacular	Just inside Security Checkpoint C exit lane
" "	" "
Banner	Near Security Checkpoint C
Window Cling	Window on Bridge near Sec. Checkpt
	Concourse C
LCD Screen	Gate C29
" "	Gate C27
" "	Gate C23
" "	Between Gate C19 & C21
" "	Gate C31
" "	Gate C26
" "	Gate C22
" "	Gate C18
Pedestal Diorama	Gate C20
Wall Wrap	Tile Wall btwn DOA ops door & CNBC
Diorama	Gate C20
" "	Gate C17
Pedestal Diorama	Gate C22
" "	Gate C21
Diorama	Ramp Between Gate C26 and Hammerhead
" "	" "
" "	" "
" "	" "
" "	" "
Diorama	Bottom of Ramp - outside Chickies' and Pete's

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal C

Page 2

Advertising Medium	Location
	Concourse C (continued)
Soffit Wrap	Bottom of Ramp to C Hammerhead
Floor Exhibit	Near Gate C18
" "	Near Gate C24
" "	Near Gate C31
Column Façade Wrp	Ramp to C hammerhead - outside Chickies' and Pete's
" "	" "
" "	" "
Column Wrap	Ramp to C hammerhead - outside Chickies' and Pete's
MUFIDS	Bottom of ramp outside Gate C30
" "	Gate C24
" "	Large bank across from information desk
" "	Gate C18

Banner	1
2 Sided Banner	2
Column Façade Wrap	3
Column Wrap	1
Diorama	8
Floor Exhibit	3
FreeCharge Station	1
LCD Screen (CNN)	8
MUFIDS	6
Mini Spectacular	2
Pedestal Diorama	13
Spectacular	2
Soffit Wrap	1
Wall Wrap	1
Total	52

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal D

Advertising Medium	Location
	<i>D Bridge</i>
Mini-Spectacular	Near Elevators to D Garage
" "	" "
Pedestal Diorama	Btwn Escalators to Bag Claim & Garage
" "	" "
" "	" "
Pedestal Diorama	Btwn Escalators to Train & Bag Claim
" "	" "
Pedestal Diorama	Between Escalators to Train & Sec Checkpoint D
" "	" "
" "	" "
Banner	Near Escalator to Train
Banner	Near entrance to D Garage
" "	Near Security Checkpoint D
Window Cling	Window on Bridge near Sec. Checkpoint
	<i>Concourse D</i>
LCD Screen	Gate D2 not D1
" "	Gate D3
" "	Gate D16
" "	Between Gates D6 & D8
Freecharge Station	In D1 hold room
Diorama	Gate D2
" "	Gate D4
MUFIDS	Btwn Gates D2 & D4 (1 adv screen)
Diorama	Btwn Gates D4 & D6
" "	" "
Wall Wrap	Btwn Gates D3 & D5
Diorama	Gate D5
" "	" "
" "	" "
" "	" "
MUFIDS	Between Gate D6 & D8 (1 adv screen)
Diorama	Gate D8
" "	" "
MUFIDS	Gate D10 (1 adv screen)
Floor Exhibit	Near Gate D10
" "	Near Gate D3
Column Wrap	In D Hammerhead after mini food court
" "	" "
" "	" "
" "	" "

ATTACHMENT H

Existing Advertising Inventory by Terminal

Terminal D

Page 2

Advertising	Medium	Location
Vertical Poster		Next to United Red Carpet Club
Wall Wrap		Tile wall west of United Red Carpet Club
" "	" "	Tile wall east of United Red Carpet Club
" "	" "	Tile wall across moving sidewalk C side
" "	" "	Tile wall across moving sidewalk D side
" "	" "	N. side tile wall above moving sidewalk

Banner	3
Column Wrap	4
Diorama	10
Floor Exhibit	2
FreeCharge Station	1
LCD Screen (CNN)	4
MUFIDS	3
Mini Spectacular	2
Pedestal Diorama	10
Vertical Poster	1
Wall Wrap	6
Window Cling Bridge	1
Total	47

ATTACHMENT H

Existing Advertising Inventory by Terminal

D-E Connector

Advertising Medium	Location
	D-E Connector
MUFIDS	1 adv screen non-secure side D exit door
" "	1 adv screen secure side D exit door (left)
" "	1 adv screen mid corridor across from checkpoint
Monster Wall	Large Wall -Middle of D-E Connector
MUFIDS	1 adv screen non-secure side E exit door
" "	1 adv screen secure side E exit door
	D-E Bag Claim
Spectacular	Btwn exits across from United carousel 2
2-Sided Diorama	On Top of Carousel 1 (Continental)
" "	"
" "	On Top of Carousel 2 (United)
" "	"
" "	On Top of Carousel 3 (United)
" "	"
Diorama	West wall behind to Southwest's carousel
" "	"
" "	West wall behind to Southwest's carousel
" "	"
MUFIDS	Across from D Ground Transportation Desk
Diorama	West side wall
" "	"
Spectacular	Next to Southwest BSO
Diorama	Next to Southwest BSO
" "	" "
" "	" "
2 Sided Diorama	Carousel 7
" "	"
" "	Carousel 8
" "	"
" "	Carousel 9
" "	"
MUFIDS	Across from E Ground Transportation Desk
" "	In front of carousel 7 along arrival road
Diorama	East side wall
" "	" "
MUFIDS	D non-secure side of DE checkpoint
" "	E non-secure side of DE checkpoint
Bag Carousel Wraps	Carousel 1
" "	"
" "	Carousel 2
" "	"
" "	Carousel 3
" "	"
" "	Carousel 4
" "	"
" "	Carousel 5
" "	"
" "	Carousel 6
" "	"
" "	Carousel 7
" "	"
" "	Carousel 8
" "	"
" "	Carousel 9
" "	"

Bag Carousel Wrap	18
Diorama	11
2 Sided Diorama	12
Monster Wall	1
MUFIDS	10
Spectacular	1
Total	53

ATTACHMENT H

Existing Advertising Inventory Locations

Terminal F

Advertising Medium	Location
	<i>Mezzanine Level, 2nd Floor</i>
Diorama	2nd level near US Express offices
" "	" "
" "	" "
" "	" "
MUFIDS	Second Floor next to US Express Offices
	<i>Ticketing Lobby, 1st Floor</i>
MUFIDS	East of the security checkpoint
" "	West of the security checkpoint
Soffit Wrap	North side Soffit near the Sec. checkpoint
Diorama	Next to FIDS near stairs
	<i>Baggage Claim, 1st Floor</i>
Diorama	East wall behind the baggage carousels
" "	" "
" "	" "
" "	" "
	<i>Concourse One, 1st Floor</i>
Diorama	Between Gates F2 & F4
" "	" "
" "	" "
" "	Between Gates F6 & F8
" "	" "
" "	" "
" "	" "
Freecharge Station	Gate F5
	<i>HUB & Food Court, 1st Floor</i>
Wall Wrap	Soffit above the FIDS at Gate F10
MUFIDS	At the HUB left middle bottom
	<i>Concourse Two, 1st Floor</i>
Diorama	Next to Gate F25 across from Gate F24
" "	" "
" "	" "
" "	" "
" "	" "
	<i>Concourse Three, 1st Floor</i>
Diorama	" "
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "

Diorama	30
Freecharge Station	1
LCD Screen	2
MUFIDS	4
Soffit Wrap	1
Wall Wrap	1
Total	39

ATTACHMENT I

Pictures of Existing Advertising Mediums

Garage Banner



Monster Wall



ATTACHMENT I

MUFIDS (Multi-User Flight Information Screens)



Pedestal Diorama



ATTACHMENT I



Wall Wraps



ATTACHMENT I



Free Charge Stations and Column Wrap (above)

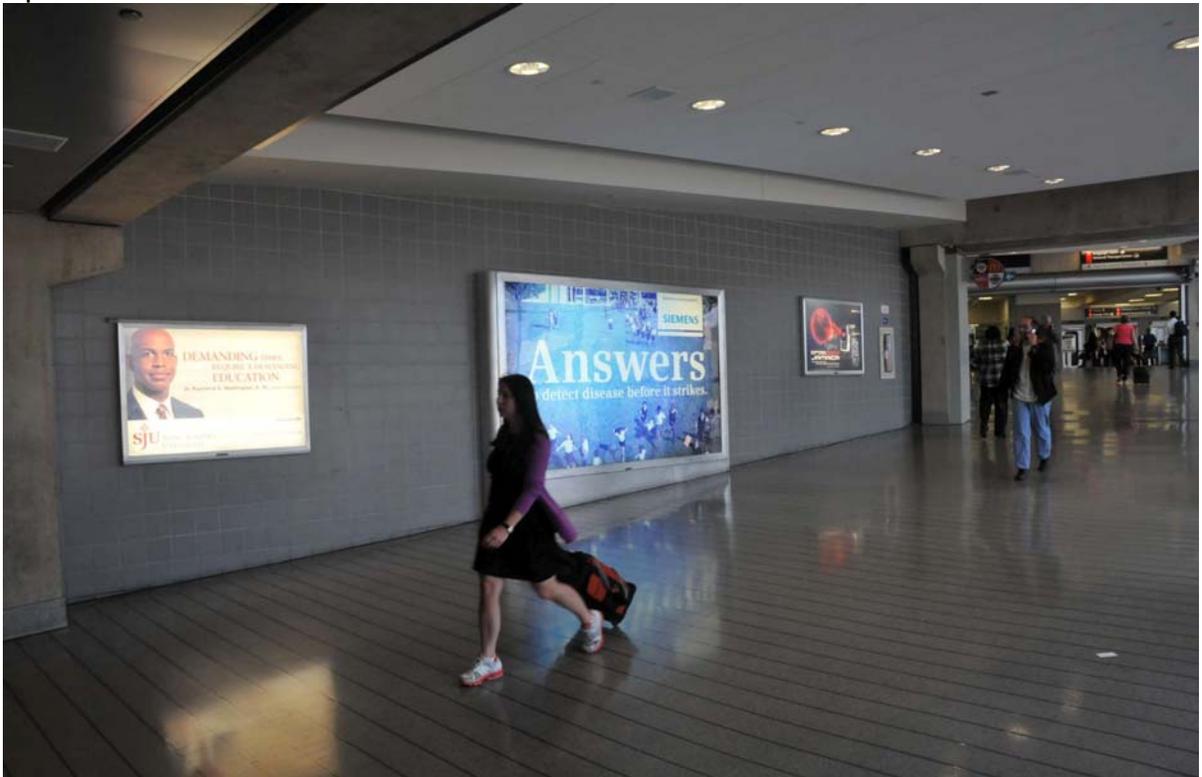


ATTACHMENT I

Hotel Courtesy Kiosk



Spectacular



ATTACHMENT I



Floor Exhibit Kiosks



ATTACHMENT I

Soffit Wrap



Vertical Poster



ATTACHMENT I

Pictures of Existing Network Programming Mediums



Network Programming

