



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 130-2018

**MAINTENANCE OF TRANSIT SHELTERS INCLUDING ADVERTISING SALES AND
SERVICE**

Note to Proponents: Please be aware of revisions to B17.3

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	5
B11. Experience of Proponent and Subcontractors (Section C)	5
B12. Experience of Key Personnel Assigned to the Project (Section D)	5
B13. Business and Marketing Plan (Section E)	5
B14. Maintenance Plan and Procedures (Section F)	6
B15. Disclosure	6
B16. Qualification	6
B17. Opening of Proposals and Release of Information	7
B18. Irrevocable Offer	7
B19. Withdrawal of Offers	7
B20. Interviews	8
B21. Negotiations	8
B22. Evaluation of Proposals	8
B23. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Background	1
D3. Scope of Work	1
D4. Definitions	2
D5. Contract Administrator	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3
D7. Notices	3

Submissions

D8. Authority to Carry on Business	4
D9. Safe Work Plan	4
D10. Insurance	4
D11. Performance Security	4
D12. Subcontractor List	5

Control of Work

D13. Commencement	5
D14. Records	5

Measurement and Payment

D15. Payment of revenues	6
--------------------------	---

Warranty

D16. Warranty	8
---------------	---

Form H1: Performance Bond	9
Form H2: Irrevocable Standby Letter of Credit	11
Form J: Subcontractor List	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Shelter Design Guidelines	1
E3. Advertising panels	1
E4. Installation and Location of Ad Shelter and/or Ad panel	1
E5. Relocation of Ad Shelter or Ad Panel	2
E6. Liason and Advertising Standards	2
E7. Advertising Rights	3
E8. Maintenance, Service, Cleaning, Inspection and Repair	4
E9. Winter Maintenance	5
E10. Monitoring and Reporting	5
E11. Design and Manufacture	5
E12. Access	6
E13. Conclusion of Contract	6

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MAINTENANCE OF TRANSIT SHELTERS INCLUDING ADVERTISING SALES AND SERVICE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 10, 2018.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent may view the Site(s) without making an appointment.

B3.2 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Business and Marketing Plan (Section E), in accordance with B13; and
 - (d) Maintenance Plan and Procedures (Section F), in accordance with B14.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and four (4) copies, (copies can be in any size format) for sections identified in B8.1 and B8.2.

- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state the Minimum Monthly Revenue Guarantee (Column A), the Minimum Annual Revenue Guarantee (Column B) and the Percentage of the Proponent's Gross Billings Revenue Guarantee (Column C), payable to the city of Winnipeg for each item of the Work identified on Form B: Prices. Column C is applicable only if Column B is exceeded by the Proponent.

B10.1.1 Notwithstanding C10.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B11.1 Proposals should include industry experience with respect to similar transit shelter advertising contract(s) the Bidder has managed within the past five (5) years including:

- (a) Contract name, location and name of contact;
- (b) Term of contract(s) including dates of commencement and expiry/termination;
- (c) Contract value;
- (d) Quantity and style/type of transit shelters; and
- (e) Other relevant information.

B11.2 For each project listed in B11.1, the Proponent should submit:

- (a) Reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer.

B13. BUSINESS AND MARKETING PLAN (SECTION E)

B13.1 The Proponent should provide a detailed Business and Marketing Plan describing how the Proponent will meet the terms and conditions of the Work including, but not limited to:

- (a) Sales and Marketing;

- (b) Operations.

B14. MAINTENANCE PLAN AND PROCEDURES (SECTION F)

- B14.1 Proponent must maintain all Advertising Shelters and shelter components in safe and like new condition throughout the life of this Contract
- B14.2 The Proponent should provide a detailed Maintenance Plan and Procedures describing how the Proponent will meet the terms and conditions of the Work including, but not limited to:
 - (a) Shelter maintenance standards;
 - (b) Complaint response;
 - (c) After hours and emergency action procedures; and
 - (d) Refurbishing and/or replacement schedule.

B15. DISCLOSURE

- B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B15.2 The Persons are:
 - (a) N/A

B16. QUALIFICATION

- B16.1 The Proponent shall:
 - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B16.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B16.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B17.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 Notwithstanding C21.6, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages

as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Experience of Proponent and Subcontractors (Section C); 10%
- (e) Experience of Key Personnel Assigned to the Project (Section D); 10%
- (f) Business and Marketing Plan (Section E); and 10%
- (g) Maintenance Plan and Procedures (Section F). 30%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B22.4 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B22.5 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

- B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity.
- B22.7 Further to B22.1(f), Business and Marketing Plan will be evaluated considering the Contractor's plan to meet the terms and conditions of the Work including, but not limited to:
- (a) Sales and Marketing;
 - (b) Operations.
- B22.8 Further to B22.1(g), Maintenance Plan and Procedures will be evaluated considering the Contractor's plan to ensure that the Ad Shelters are serviced and maintained diligently and in accordance with the highest industry standards, and in all cases within the minimum standards and timeframes set forth in this agreement.
- B22.9 This Contract will be awarded as a whole.
- B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services (2017-02-17)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. BACKGROUND

D2.1 The City provides the following background information:

- (a) Winnipeg Transit service operates on approximately 93 routes 365 days a year, weekdays from 6 a.m. until approximately 1:30 am weekends from 6am until approximately 12:30 a.m.;
- (b) Annual ridership: approximately 48.5 million (2016);
- (c) Daily ridership: 172,000 Monday to Friday;
- (d) Bus fleet: 634;
- (e) Bus stops: approximately 5,176;
- (f) Transit Shelters (no advertising): approximately 700;
- (g) Number of Advertising Shelters: approximately 148 at approved bus stop locations as identified in Appendix A
 - (i) Ad shelters owned by The City of Winnipeg included in the contract:
 - (i) 8 X 15 Stop No. 40174 - westbound Regent, Regent Park & Ride;
 - (ii) 8 X 15 Stop No. 10067 - southbound Osborne, N/S Corydon;
 - (iii) 8 X 20 Stop No. 10542 - westbound Portage, N/S Donald;
 - (iv) 8 X 30 Stop No. 10541 - westbound Portage, N/S Garry.
- (h) Ad Shelters:
 - (a) Enseicom 5'x11' aluminum shelters;
 - (b) Shelters are approximately 10 – 15 years old;
- (i) Contractor is responsible for payment of Annual Municipal and School Property Taxes assessed for all Ad Shelters, which was approximately \$28,000 in 2017.
- (j) Total number of shelter advertising faces: approximately 300.
- (k) CMA: 778,489 (2016).
- (l) Current Transit Advertising Contractors include:
 - (a) Transit Vehicle Advertising – Pattison Outdoor Advertising;
 - (b) Shelter Advertising – Outfront Media;
 - (c) Bench Advertising – Benchmark Advertising Ltd.

D3. SCOPE OF WORK

D3.1 This is a revenue generating Contract to the City of Winnipeg. The Work to be done under the Contract shall consist of the provision of Maintenance of Transit Shelters including Advertising Sales and Service for the period from July 1, 2018 until June 30, 2023, with the option of two (2) mutually agreed upon five (5) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

- D3.1.2 Changes resulting from such negotiations shall become effective on July 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The major components of the Work are as follows:
- (a) All activities associated with the cleaning, maintenance, sales and marketing of approximately 150 existing transit advertising shelters equipped with two sided, illuminated advertising panels, approximate size 48" wide x 72" high;
 - (b) All transit advertising shelters and components shall remain the property of the selected Contractor and kept in safe and like new condition during the entire term of the agreement. The Contractor shall completely replace, at its own expense, any parts or components of the Ad Shelters that are broken, deteriorated, damaged, vandalized or defaced, regardless of the nature or cause of such conditions. The Contractor will completely replace, at its own expense, an Ad Shelter that cannot be reasonably maintained within the minimum standards of the agreement. All complete Ad Shelter replacements and replacement parts shall adhere to the same construction and material specifications outlined in E11 Design and Manufacture.
 - (c) Exclusive right and privilege to sell and place printed advertising posters on existing transit advertising shelters equipped with two sided illuminated advertising panels, approximate size 48" wide x 72" high;
 - (d) The activities associated with the management of transit advertising shelters may include but are not limited to soliciting advertisers, installing and removing approved advertisements;
 - (e) The City reserves the right to display Winnipeg Transit Promotional Advertising on ten (10) percent of all transit advertising shelter inventory throughout the year at no cost to the City;
 - (f) Production of Transit Promotional Advertising is not included and shall be the responsibility of Winnipeg Transit;
 - (g) Upon completion or expiration or termination of the agreement, ownership of all transit advertising shelters and components shall automatically transfer to the City, at no cost to the City.
- D3.3 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D3.4 Notwithstanding C7, the City shall have no obligation under the Contract to provide any quantity of locations for advertising shelters in excess of its actual operational requirements.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **"Advertising Panel"** or **"Ad Panel"** means a fabricated box with a two sided, illuminated area containing a printed, non-digital, Advertising Poster(s);
 - (b) **"Advertising Poster"** means a printed, non-digital advertising poster approximately 48" wide x 72" high
 - (c) **"Advertising Shelter" or "Ad Shelter"** means an aluminum and glass structure providing protection from the elements for transit patrons that is equipped with an Ad Panel;
 - (d) **"CMA"** means Census Metropolitan Area, an area consisting of one or more neighbouring municipalities situated around a major urban core;
 - (e) **"Cleaning"** means routine cleaning of Ad Shelter including all shelter components and concrete pad by sweeping, brushing, wiping, steam cleaning or power washing, including removal of dirt, litter, snow, grit, debris, gum, graffiti, stickers, garbage and/or any other

unsightly or unsanitary condition. Environmentally safe cleaning products shall be used in and around the shelters.

- (f) **"City Shelter"** or **"Non Ad Shelter"** means an aluminum and glass structure without an Ad Panel that is owned and maintained by the City of Winnipeg;
- (g) **"Maintain"** or **"Maintenance"** means the work of keeping all Ad Shelters and components or parts in safe and like new condition including, but not limited to, painting, repair, refurbishing and/or replacement;
- (h) **"Production"** means any printed material used for the purposes of Transit Promotional Advertising;
- (i) **"Proponent"** means any Person or Persons submitting a Proposal for Goods and Services;
- (j) **"Repair"** means the work of restoring all advertising shelters to their original condition;
- (k) **"Transit Patron"** means any customer or potential customer of Winnipeg Transit;
- (l) **"Transit Promotional Advertising"** means advertising placement that promotes any Winnipeg Transit products, programs and/or services.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Morley Calahan
Promotions & Contracts Supervisor
Telephone No. 204-986-5741
Email Address: mcalahan@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5.3 Bids Submissions must be submitted to the address in B8.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in

the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

CONTROL OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11; and
 - (vi) the Subcontractor list specified in D12.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D13.4 The Contractor shall not commence the Work on the Site before ^.

D13.5 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. PAYMENT OF REVENUES

D15.1 Further to C10, payment shall be in Canadian funds and in accordance with the following payment schedule:

D15.2 The Contractor agrees to pay the City the amounts specified on Form B(R1): Prices in Schedule "B", for the rights and privileges granted to it for each and every calendar month during the Contract.

D15.3 For each month, the Contractor shall pay the City at least the Minimum Monthly Revenue Guarantee irrespective of the gross billings for any given month and shall be required to make up any deficiency at its sole cost and expense in order that the City receives payment in the amount of the Minimum Monthly Revenue Guarantee.

D15.4 Payments shall be made in monthly installments, within Forty-five (45) Calendar Days from the last day of each month for the term of the contract. The first Minimum Monthly Revenue Guarantee payment shall be due on or before August 15, 2018.

D15.5 Each monthly payment shall be accompanied by a statement of the gross billings made by the Contractor during the period for which such payment is made, verified by the signature of a responsible officer of the Contractor.

D15.6 The Contractor agrees to keep proper books of account showing such gross billings and the City shall have the right at all reasonable times to examine the books of account of the Contractor through any representative named by it, and shall be given all facilities reasonably necessary to check the correctness of such statements of gross billing.

D15.7 By August 15 of the second year of the Contract (August 15, 2019) and for each year thereafter, up to and including the year following the expiration, termination or assignment of this Agreement, the Contractor will submit to the City a statement of the total gross billings made by it in the previous Contract Year, with an Audit Report commenting on its accuracy prepared by an independent public accountant approved by the City. If the amount payable to the City when calculated on the basis of the percentage of gross billings, exceeds the Minimum Annual Revenue Guarantee, the Contractor will promptly pay to the City any amount remaining due at the time the statement is rendered.

D15.8 The Minimum Annual Revenue Guarantee payable in respect of each Contract Year during the currency of the agreement shall be payable without regard to the results of any other Contract Year of the agreement.

D15.9 Any billing made by the Contractor after the termination of the agreement in respect of advertising placed during the term of the agreement shall be included in Gross Billings for the last Contract Year of the term of the Agreement.

D15.10 It is expressly agreed that the City, by accepting any statement of gross billings submitted by the Contractor (whether audited or otherwise) or any payment based thereon, shall not be deemed to have waived any of its rights hereunder, and the City shall be entitled at any time to have any records or books of account in the possession or control of the Contractor relating to its Income and Expenses specially examined or audited by an accountant either employed by the City or designated by the Chief Administrative Officer and if the amount of the Gross Billings of the Contractor in any period covered by such examination or audit be found thereby to be greater by three percent (3%) or more than that shown by the statement or statements delivered by the Contractor covering such period, the expense of such special examination or audit shall be borne by the Contractor, but otherwise such expense shall be borne by the City. Forthwith, after receipt of such report by the City and in accordance therewith, the City shall repay the

Contractor any overpayment which may have been made by the Contractor and the Contractor shall on demand pay to the City any deficiency, as the case may be. The City's rights under this sub-clause are in addition to any other remedies it may have at law or in accordance with the terms of the Contract.

- D15.11 Under no circumstance shall the City be liable to the Contractor for any claim, loss, damage or injury arising out of the non-operation of any of its transit services. In the event that non-service continues for longer than thirty (30) days, consideration may be given to adjustments to the applicable Minimum Annual Revenue Guarantee to acknowledge the long term business loss that may be experienced due to the period of non-service.
- D15.12 The Contractor may, from time to time, offer bonus advertising space to its clients at no cost or leave advertisements in place without having commitments or contracts with the advertiser. No revenue or value will be placed on such arrangements for the purpose of calculating the gross billing. In addition, the Contractor may, from time to time, offer reduced seasonal prices to advertisers in order to generate additional business.
- D15.13 The term "total gross billings" as used in this agreement means the gross billings made by the Contractor to its advertisers less:
- (a) Commissions deducted by or paid or payable to advertising agencies with respect to advertising placed with the Contractor through such agencies, but in no case shall any commission be deducted in respect to advertising obtained by the Contractor, or by a person or corporation in which the Contractor is in any way financially interested, direct from advertisers, except the prompt payment discount, not to exceed 2%, wherever applicable.
 - (b) Bad debts, in accordance with and subject to the following provisions, namely: i. The Contractor shall have the right to write off as bad debts from its gross billings any billings made to advertisers, payment whereof is then three months or more in arrears: ii. a statement of all such billings written off shall be furnished to the City at the time of and together with payment of the installment in respect of the monthly billings, giving the names and addresses of the advertiser and the respective amounts written off; provided, however, that if collection of any or all such unpaid billings shall be made by the Contractor at any subsequent date, the Contractor shall forthwith pay to the City an amount in accordance with the terms of this contract covering payment on account of billings.
 - (c) Net production costs for production included sales Contracts.
 - (d) Credits given to clients during the normal course of business.
 - (e) Any Provincial or Federal sales tax including the Goods and Services Tax collected by the Contractor and remitted directly to any governmental authority.
 - (f) Other standard industry deductions in specific situations subject to prior written approval by the Contract Administrator or his designate.
- D15.14 The term "Contract Year" as used in this agreement means the period of July 1 to and including the last day in June of the following year.
- D15.15 The Contractor shall deliver payments clearly identified with the RFP No. 130-2018 by certified cheque or bank draft, payable to The City of Winnipeg to:

Winnipeg Transit
Accounts Receivable
421 Osborne Street
Winnipeg, Manitoba
R3L 2A2

WARRANTY

D16. WARRANTY

D16.1 Notwithstanding C11, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 130-2018

MAINTENANCE OF TRANSIT SHELTERS INCLUDING ADVERTISING SALES AND SERVICE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 130-2018

MAINTENANCE OF TRANSIT SHELTERS INCLUDING ADVERTISING SALES AND SERVICE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Appendix</u>	<u>Appendix Title</u>
A	Bus Stop Locations
B	Design Guidelines – Safe & Accessible Bus Stops

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SHELTER DESIGN GUIDELINES

E2.1 Unless otherwise approved by the City and Winnipeg Transit, any replacement Advertising Shelters installed will meet the specification included in Appendix B Design Guidelines – Safe & Accessible Bus Stops.

E2.2 The City has the sole right to approve the design of any Advertising Shelter installed under the terms of this Agreement acting reasonably. The Contractor shall provide at its own expense to the City for approval complete plans and specifications (including detailed plans, elevations and shop drawings) for Advertising Shelters to be supplied.

E2.3 Shelters must provide access for persons with physical disabilities.

E2.4 All glass surfaces of the Advertising Shelter must be adequately marked to prevent pedestrian mishap.

E2.5 Where applicable, the Contractor shall, at its own expense, provide foundation pads for each shelter location. The Contractor shall pay all charges for service and supply of electricity and for all costs concerned with maintenance of the utility in the Advertising Shelter.

E2.6 The Contractor acknowledges and represents that the advertising Transit Shelters shall provide reasonable protection to transit users from the elements such as wind, rain and snow. The Contractor further represents that replacement Advertising Transit Shelters shall also reflect a design that is attractive and enduring in the way that it achieves a positive visual contribution to the streetscape as determined by the City, acting reasonably.

E3. ADVERTISING PANELS

E3.1 Advertising panels shall:

- (a) Be located so as to maintain clear vision between the waiting patrons and approaching Transit Operators and general roadway traffic;
- (b) Be illuminated with a fluorescent light source (or approved equivalent) immediately before sun set and remain illuminated until immediately after sun rise, or longer, if the Contractor so wishes.

E4. INSTALLATION AND LOCATION OF AD SHELTER AND/OR AD PANEL

E4.1 The Contractor shall at all times adhere to the City's current standards for shelter location with respect to drainage, safety, foundations and accessibility for persons with disabilities.

- E4.2 The City reserves the right to specify the locations and installation dates of any new Ad Shelter and/or Advertising Panels, acting reasonably. The City shall be responsible for determining that new location(s) meets all City safety requirements.
- E4.3 The Contractor shall covenant to take all necessary steps to ensure that interruptions are minimal to pedestrian and/or vehicular traffic during shelter construction or ad panel installation/removal.
- E4.4 The City may allow placement of advertising benches at locations containing the Contractor's shelters. Said benches, where authorized by the City, shall be placed in such a manner as not to obstruct the clear view of the advertising panel of any shelter to oncoming traffic.
- E4.5 The Contractor may request an exchange of shelter location with the City. Such request and approvals shall be in writing to the Contract Administrator. The Contractor will receive no compensation whatsoever from the City for relocation and disruption cost and the Contractor must restore the site to its original condition at its own expense.
- E4.6 The Contractor shall clean up all dirt, debris, and any other rubbish from an Ad Shelter or Ad Shelter component installation in a timely fashion and to the satisfaction of the City, acting reasonably.
- E4.7 Following installation of an Ad Shelter, the Contractor shall repair any resulting damage caused to adjacent property, public, or private, such as sidewalks, roadways, grassed areas, trees, shrubs and any structures, in a timely fashion and to the satisfaction of the City, acting reasonably.

E5. RELOCATION OF AD SHELTER OR AD PANEL

- E5.1 If an Advertising Shelter or Ad panel must be removed from its location for safety reasons, the Contractor shall relocate and install the Ad Shelter or Ad Panel at a location that is acceptable to both parties. The Contractor shall be responsible for all costs associated with the relocation including the cost of any site preparation necessary to install the Ad Shelter or Ad Panel. The Contractor shall also be responsible for all remedial work necessary in returning the old Ad Shelter site to its original condition.

E6. LIASON AND ADVERTISING STANDARDS

- E6.1 It is the intent of the City and the Contractor to achieve an advertising program which is effective, aesthetically pleasing and which will inure to the benefit of both parties. Recognizing that a close and harmonious relationship is essential to these goals, the parties shall agree to maintain throughout the term of this Agreement a continual liaison and exchange of plans and information.
- E6.2 All advertisements must comply with all Federal and Provincial laws, statutes, regulations and by-laws and the Canadian Charter of Rights and Freedoms.
- E6.3 In determining the acceptability of any advertisements within the provisions of this contract, the City will be guided by the general principles embodied in the Canadian Code of Advertising standards <http://www.adstandards.com/en/Standards/theCode.aspx>, and updates to this Code as developed. Without limiting the generality of those standards:
- (a) The City will not accept advertising which is likely in light of prevailing community standards to be considered of questionable taste or offensive in its style, content or method of presentation.
 - (b) Although the City is guided by the Canadian Code of Advertising Standards, the City is the sole and final arbiter in all matters relating to Winnipeg Transit advertising acceptance. The City may refuse, or order removal of any advertising material at any time in its absolute discretion.

- E6.4 Advertisements, to be accepted, shall be limited to those that communicate information concerning goods, services, public service announcements, and public events.
- E6.5 Advertisements, otherwise acceptable under this policy, which convey information about a meeting, gathering or event, must contain, but are limited to the name of the sponsoring group, the name of the persons participating in the event, and the location, date and time of the event.
- E6.6 The City will not accept advertising which in its discretion is determined not to be in the best interest of public transit and/or Winnipeg Transit. The objective of Winnipeg Transit is to increase ridership, and any advertising which is deemed to be contrary to that objective will not be accepted. This includes, but not limited to:
- (a) Any advertisements that minimize and/or detract from the image of Winnipeg Transit and/or its employees will not be accepted.
- E6.7 Any advertising with reference to public transit and/or Winnipeg Transit must be presented by the advertiser to the Contractor for approval prior to production of advertising materials:
- (a) If an advertisement is not reviewed prior to placement in the system, the Contractor will immediately remove the advertisement. If upon later review, it is judged to not be compliant with the above guidelines, or at the discretion of the Contract Administrator, the Contractor will remove the advertisement.
- E6.8 Political advertising is subject to any laws governing the election and the Canadian Code of Advertising Standards at all times including election advertising during election times.
- E6.9 The Contractor is charged with the responsibility of interpreting and implementing the advertising guidelines. Potential advertisers should deal directly with the Contractor handling the sale of Winnipeg Transit advertising space.
- E6.10 Where an advertiser and the Contractor are in dispute with an advertisement's compliance with the guidelines (whether before or after advertising placement) the Contractor will refer the advertisement to Advertising Standards of Canada for immediate adjudication of the Canadian Code of Advertising Standards and to the Contract Administrator for adjudication of internal City advertising guidelines. Notwithstanding the foregoing, the City at its discretion will be the final arbiter on all matters relating to Winnipeg Transit advertising.
- E6.11 If the City receives a complaint regarding advertising, the Contract Administrator may send the complaint to the Contractor who will refer the advertisement to Advertising Standards of Canada for immediate adjudication of the Canadian Code of Advertising Standards. Notwithstanding the foregoing, the City at its discretion will be the final arbiter on all matters relating to Winnipeg Transit advertising.

E7. ADVERTISING RIGHTS

- E7.1 During the term of the Contract, the Contractor shall have the exclusive right to display non-electronic advertising on all approved Ad Panels under the Contract;
- E7.2 The City reserves the right to install and maintain, directly or through another Contract, Advertising Shelters which do not contain Ad Panels(s).
- E7.3 The City reserves the right to display Winnipeg Transit Promotional Advertising on ten (10) percent of all Transit Advertising Shelter inventory (approximately 300 Ad Posters) throughout the year and at no cost to the City.
- E7.4 Production of Transit Promotional Advertising is not included and shall be the responsibility of Winnipeg Transit.

E8. MAINTENANCE, SERVICE, CLEANING, INSPECTION AND REPAIR

- E8.1 The Contractor shall be responsible for cleaning and maintenance of Ad Shelters and components and City Owned Transit Shelters with Ad Panels. The Contractor shall supply all personnel, tools, equipment, materials and incidentals necessary to complete the work.
- E8.2 Advertising Shelters and shelter related components are to be maintained by the Contractor in a clean, safe, attractive condition and kept in good repair at all times throughout the term of the Contract to the satisfaction of the City/Contract Administrator, acting reasonably.
- (a) The Contractor shall work with the City to develop a customized cleaning schedule and reporting method to ensure all Shelters are cleaned on a regular basis and to identify high traffic locations that may require more frequent cleaning. The schedule will be subject to review by the Contract Administrator at any time.
 - (b) The Contractor shall respond to observations or complaints for clean up or removal of safety hazards such as broken glass within two (2) hours of receipt of observation or complaint and shall during that period secure and make safe any such location.
- E8.3 All Advertising Shelters and shelter related components are to be inspected weekly by the Contractor as follows:
- (a) During daylight hours for the presence of graffiti, structural or glass damage, and that the Advertising Shelter and shelter related components are in safe and good working condition.
 - (b) Contractor shall inspect and test all illuminated ad panels periodically to verify lighting unit is functioning properly.
- E8.4 The Contractor will correct any deficiencies and/or unsafe condition, whether identified during its own inspection or at which time the condition is first observed, or as a result of notification by the City or by the general public.
- (a) Repair and replacement of broken parts to a shelter are to be the sole responsibility of the Contractor.
 - (b) When damage to a shelter creates a dangerous condition, the Contractor is to provide a two (2) hour emergency service to alleviate the dangerous condition (i.e. clean up and remove broken glass and correct any other hazardous or unsafe condition).
 - (i) The City shall contact the Contractor in an emergency. Follow-up or general repairs are to be completed within 48 hours of notification. Failure of the Contractor to respond to an emergency condition or complete repairs in the time specified will result in the City's performance of the Work with any expenses incurred by the City being charged back to the Contractor.
 - (ii) Any broken shelter glass or damaged shelter components shall be removed and disposed of and new glass installed in a timely manner.
 - (iii) The Contractor shall not use any City waste receptacles or recycling containers for disposal.
- E8.5 In the event of substantial corrosion, or other state of substantial disrepair or damage to an Advertising Shelter or shelter related components including pad, the Contractor shall remedy the condition. If the condition cannot be remedied, the Contractor shall replace the Advertising Shelter or shelter related components, including pad.
- E8.6 The Contractor shall ensure that all of its vehicles used for the maintenance of Advertising Shelters are equipped with the necessary traffic control devices.
- E8.7 Failure of the Contractor to respond to Maintenance, Service, Cleaning, Inspection and Repair in the time specified will result in the City's performance of the Work, with any expenses incurred by the City being charged back to the Contractor.
- E8.8 Other items:

- (a) No Smoking stickers to be supplied by the City are to be installed by the Contractor in an inside panel of the shelter.

E9. WINTER MAINTENANCE

- E9.1 The Contractor agrees to monitor all Advertising Shelters and shelter related components, including pad for unsafe winter conditions. This includes, but not limited to snow accumulation and icing over of hard surfaces.
 - (a) The Contractor shall take such actions as are necessary to immediately rectify any unsafe winter conditions noted by or reported to the Contractor, including, but not limited to snow removal, sanding or salting.
- E9.2 The Contractor agrees to clear all Advertising Shelter interiors of accumulated snow or ice within 24 hours of the end of snowfall.
- E9.3 The City may, in its absolute discretion, allow such longer periods of as it may determine are required for the clearing of snow from Advertising Shelter interiors.
- E9.4 Failure of the Contractor to respond to Winter Maintenance in the time specified will result in the City's performance of the Work, with any expenses incurred by the City being charged back to the Contractor.

E10. MONITORING AND REPORTING

- E10.1 A monthly damage and vandalism report is to be submitted by the Contractor to the Contract Administrator along with an update on general conditions of all Advertising Shelters.
- E10.2 A weekly shelter cleaning and maintenance report is to be submitted by the Contractor to the Contract Administrator which gives an update on the status of the weekly cleaning and general maintenance of all Advertising Shelters.
 - (a) The report submitted should include date and time that each Advertising Shelter was attended to, as well as a summary of duties or maintenance performed.

E11. DESIGN AND MANUFACTURE

- E11.1 A Basic Shelter is a Transit Passenger Shelter having outside dimensions of approximately 1.8m by a varying length of 2.45m to 3.65m and a height to roof of no less than 2.15m and more than 2.25m. All basic shelters will be fully enclosed on all four sides except for one doorway approximately 1.20m wide. All basic shelters will be equipped with a bench on the near side of the shelter. No basic shelter will be equipped with more than one advertising panel which shall contain no more than two advertising faces and said advertising panel shall be placed only on the far side of the shelter.
- E11.2 Narrow Shelter is a Transit Passenger Shelter having outside dimensions of approximately 1.20m by a varying length of 2.45m to 3.65m and a height to roof of no less than 2.15m and more than 2.25m. All narrow shelters will be equipped with a bench on the near side of the shelter. No narrow shelter will be equipped with more than one advertising panel which shall contain no more than two advertising faces and said advertising panel shall be placed only on the far side of the shelter.
- E11.3 On all Basic and Narrow Shelters there will be no obstructions to visibility on the front and near sides except structural members.
- E11.4 Drainage of Advertising Shelters shall be as follows:
 - (a) No shelter shall be constructed or so installed as to cause water to pond inside the shelter or on the adjacent sidewalk or paved shoulder.
- E11.5 Lighting of all Advertising Shelters shall be:

- (a) By means of fluorescent lighting fixture(s), or approved equivalent, placed inside the Advertising Panel.

E11.6 Advertising Poster(s) shall be:

- (a) Installed in the Advertising Panel and will be back-lit by means of fluorescent lighting fixture(s) or the approved equivalent.

E11.7 Materials and components shall be as follows:

- (a) The Contractor will provide plans showing appropriate dimensions, gauges, dimensions and engineering details:
 - (i) Windows or transparent panels below the roof line will be tempered glass not less than 10mm thick;
 - (ii) All exposed aluminium surfaces except decorative panels will have a hard anodized finish or approved equivalent;
 - (iii) All exposed steel surfaces and all exposed decorative aluminium panels will have a baked enamel finish or approved equivalent;
 - (iv) If applicable, all benches or seats shall have wearing surfaces that are non-splintering and sufficiently smooth that clothing will not catch, tear or run.
 - (v) All glass panels that extend from the roof line to within 0.5m or less of ground level shall be fitted with a safety strip approximately 20mm wide and approximately 1.2m above ground level to deter pedestrians from walking into the glass.
- (b) All equipment, material and supplies used in the manufacture and installation of shelter related components must be brand new equipment or material except as otherwise specifically stated in the Contract.

E12. ACCESS

- E12.1** The Contractor shall provide the City with free access at all times to the shelters and advertising faces or frames for the purposes of installing, repairing, maintaining, renewing, inspecting, and/or removal of said shelters and advertising faces or frames and performing any other service, operation, or function which may be useful or expedient in furnishing and operating Advertising Shelters.

E13. CONCLUSION OF CONTRACT

- E13.1** Twelve (12) months prior to the conclusion of this Contract, all Advertising Shelters will be jointly inspected by the City and the Contractor.
- E13.1.1** The Contractor shall agree to complete any necessary maintenance and repairs to the shelters to ensure the shelters are in substantially the same condition as they were at the beginning of this agreement, except for normal wear and tear.