



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 742-2024

PROVISION OF TRANSIT ADVERTISING BENCHES

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

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	4
B11. Industry Experience and Qualifications of Key Personnel (Section C)	5
B12. Business and Marketing Plan (Section D)	5
B13. Bench Design (Section E)	5
B14. Maintenance Plan and Procedures (Section F)	5
B15. Disclosure	5
B16. Conflict of Interest and Good Faith	5
B17. Qualification	7
B18. Opening of Proposals and Release of Information	8
B19. Irrevocable Offer	8
B20. Withdrawal of Offers	8
B21. Interviews	8
B22. Negotiations	8
B23. Evaluation of Proposals	9
B24. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Cooperative Purchase	2
D4. Definitions	2
D5. Background	3
D6. Primary Transit Network Launch	3
D7. Liason and Advertising standards	3
D8. Advertising Rights	4
D9. Contract Administrator	4
D10. Contractor's Supervisor	5
D11. Accessible Customer Service Requirements	5
D12. Unfair Labour Practices	5

Submissions

D13. Authority to Carry on Business	6
D14. Safe Work Plan	6
D15. Insurance	7
D16. Contract Security	7
D17. Subcontractor List	8
D18. Equipment List	8

Schedule of Work	
D19. Commencement	8
D20. Supply Chain Disruption Schedule Delays	9
Control of Work	
D21. The Workplace Safety and Health Act (Manitoba) – Qualifications	9
D22. Safety	9
D23. Inspection	10
D24. Deficiencies	10
D25. Orders	10
D26. Records	10
Measurement and Payment	
D27. Payment and Payment Schedule	10
Warranty	
D28. Warranty	11
Dispute Resolution	
D29. Dispute Resolution	11
Third Party Agreements	
D30. Funding and/or Contribution Agreement Obligations	12
Form H1: Performance Bond	15
Form H2: Irrevocable Standby Letter of Credit	17
Form J: Subcontractor List	19
Form K: Equipment	20
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications	1
E2. Physical Requirements	1
E3. Ownership of Benches	1
E4. Loss or Damage of Benches	2
E5. Installation and Location of Benches	2
E6. Maintenance of Benches	3
E7. Services	3

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Transit Advertising Benches

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Friday, January 3, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing 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 without making an appointment.

B3.2 The Proponent is responsible for determining:

- (a) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (b) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (c) 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 D9.1.

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 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.

B4.4 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.

B4.5 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.

B4.6 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.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Request for Proposal 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D9.

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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;

- (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their 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 B23.

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: Bid/Proposal; and
- (b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Industry Experience and Qualifications of Key Personnel (Section C) in accordance with B11;
- (b) Business and Marketing Plan (Section D) in accordance with B12;
- (c) Bench Design (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 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.5.1 Proposals will **only** be accepted electronically through MERX.

B8.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B8.7 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: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their 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;
- (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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, the Minimum Annual Revenue Guarantee and the Percentage of Bidder's Gross Billings Revenue Guarantee, payable to the City of Winnipeg for each item of the Work identified on Form B: Prices. Column C (Proponents Gross Billings Revenue Guarantee) is applicable only if Column B is exceeded by the Contract.

B10.1.1 Notwithstanding C12.2.3, the price 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.

- B10.1.2 The quantities for which payment will be made to the City are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

INDUSTRY EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL (SECTION C)

- B11.1 The Proponent should provide industry experience with respect to similar transit bench 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 benches; and
 - (e) Other relevant information.
- B11.2 The Proponent should identify all key personnel who will be directly involved in the Work including the qualifications of each key person.

B12. BUSINESS AND MARKETING PLAN (SECTION D)

- B12.1 The Bidder should provide a detailed Business and Marketing Plan describing how the Bidder will meet the terms and conditions of the Work, including, but not limited to:
- (a) Sales and Marketing;
 - (b) Operations; and
 - (c) Production.

B13. BENCH DESIGN (SECTION E)

- B13.1 The Bidder should submit a Shop Drawing of the proposed transit bench (maximum of two designs) identifying:
- (a) basic design, dimensions, materials, and finishes.
- B13.1.1 Bench will be evaluated based upon functional efficiency, aesthetics, safety and durability.

B14. MAINTENANCE PLAN AND PROCEDURES (SECTION F)

- B14.1 The Bidder should provide a detailed description and schedule of the proposed bench cleaning and maintenance plan including:
- (a) snow and graffiti removal; and
 - (b) repair and general maintenance of bench components.

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. CONFLICT OF INTEREST AND GOOD FAITH

- B16.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B16.3 In connection with its Proposal, each entity identified in B16.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

B17.1 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.

B17.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B17.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.5 and D11).

B17.4 Further to B17.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

B17.5 Further to B17.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility](#)

Training for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B17.6 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.

B17.7 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.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B18.3 The Proponent is advised 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).

B18.3.1 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.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

B21.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B22. NEGOTIATIONS

B22.1 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.

B22.2 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.

- B22.3 If, in the course of negotiations pursuant to B22.2, 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.

B23. EVALUATION OF PROPOSALS

- B23.1 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 B17: (pass/fail)

- (c) Prices (Minimum Annual Revenue Guarantee – Net Present Value) 40%
- (d) Industry Experience and Qualifications of Key Personnel (Section C) 15%
- (e) Business Marketing Plan (Section D) 15%
- (f) Bench Design (Section E) 15%
- (g) Maintenance Plan and Procedures (Section F) 15%

- B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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.

- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B23.5 Further to B23.1(c), Prices (Minimum Annual Revenue Guarantee – Net Present Value) shall be evaluated by considering:

- (a) The Guaranteed Revenue to be received by the City;
- (b) Net Present Value of Form B: Prices. Net Present Value will be determined using a discount rate of six (6) percent. The highest return to the City will receive the full 40 points with all other Proposals being pro-rated accordingly.

- B23.6 Further to B23.1(d), Industry Experience and Qualifications of Key Personnel (Section C) will be evaluated considering the information submitted in response to B11.

- B23.7 Further to B23.1(e), Business and Marketing Plan (Section D) will be evaluated considering the information submitted in response to B12.

- B23.8 Further to B23.1(f), Bench Design (Section E) will be evaluated considering the information submitted in response to B13.

- B23.9 Further to B23.1(g), Maintenance Plan and Procedures (Section F) will be evaluated considering the information submitted in response to B14.

- B23.10 This Contract will be awarded as a whole.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 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 qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B24.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution
- B24.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B24.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of Transit advertising benches for the period from March 1, 2025 until February 28, 2030, with the option of three mutually agreed upon five (5) year extensions.

D2.2 The City may negotiate the extension option with the Proponent within one hundred and eighty days (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.2.1 Changes resulting from such negotiations shall become effective on March 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2.2 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.3 The major components of the Work are as follows:

- (a) all activities associated with the supply, installation, cleaning, maintenance, sales and management of transit advertising benches;
- (b) exclusive right and privilege to sell and place approved advertising signage on transit benches at approximately seventeen hundred (1,700) bus stop locations. Contractor may install up to ten (10) additional benches each year of the Contract or as directed by the Contract Administrator;
- (c) the activities associated with the management of transit advertising benches may include but are not limited to soliciting advertisers, installing and removing approved advertisements;
- (d) the City reserves the right to display Winnipeg Transit promotional advertising on five (5) percent of all transit advertising bench inventory throughout the year, at no cost to the City;
- (e) production of Transit promotional advertising is not included and shall be the responsibility of Winnipeg Transit;
- (f) the transit advertising benches shall remain the property of the Contractor during the term of the agreement;
- (g) upon completion of the contract, the City has the first right to purchase all or some of the benches from the Contractor at fair market value; and
- (h) upon expiration or termination of the Agreement, the Contractor shall remove the benches and restore the locations, to the satisfaction of the Contractor Administrator, at the Contractor's sole expense unless alternative terms are otherwise agreed to in writing.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- D4.2 Notwithstanding C1.1, when used in this Request for Proposal:
- (a) **“Approved Bus Stop”** means all existing and future bus stop locations used by The City of Winnipeg Transit System during the term of the Contract, except those located on private property, and those which may be designated by the Contract Administrator as unsuitable or inappropriate for the placement of advertising benches for any reason;
 - (b) **“Bus Stop”** means all existing and future bus stop locations used by The City of Winnipeg Transit System during the term of the Contract, except those located on private property, and those which may be designated by the Contract Administrator as unsuitable or inappropriate for the placement of advertising benches for any reason;
 - (c) **“Proponent”** means any Person or Persons submitting a Proposal for Services; and
 - (d) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D5. BACKGROUND

- D5.1 The City can provide the following background information:
- (a) In 2023 the population of the City of Winnipeg was 820,474.
- D5.2 Winnipeg Transit operates 365 days a year, usually from 6 a.m. until past midnight; although all routes do not operate during these times;
- (a) In 2023, Winnipeg Transit ridership was 42.94 million
 - (b) In 2023, Winnipeg Transit had more than 5,000 bus stops.
 - (c) In 2023, Winnipeg Transit operated more than 80 routes.
- D5.3 In 2024, Benchmark Advertising owned and maintained approximately 1,700 advertising benches at Approved Bus Stop locations throughout the City.

D6. PRIMARY TRANSIT NETWORK LAUNCH

- D6.1 On June 29, 2025, Winnipeg Transit will be launching the Primary Transit Network. This includes a brand-new route map with new stops and current stops that will be moved or removed entirely.
- D6.2 Of the current 1,700-plus benches across the City, 713 benches will be affected by the changes to the route network.
- (a) In total, 547 benches are located on stops that will be discontinued on June 29, 2025.
 - (b) An additional 166 benches are located on stops scheduled to be moved at some point in the future.
- D6.3 There are 2,009 stops in the new Primary Transit Network remaining in place that currently do not have a bench. Of those stops, 510 are located on primary routes.
- D6.4 An additional 443 new stops are being added for June 29, 2025, 109 of which are located on primary routes.

D7. LIASON AND ADVERTISING STANDARDS

- D7.1 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 agree to maintain throughout the term of this Agreement a continual liaison and exchange of plans and information to assure its successful implementation.
- D7.2 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/canCodeOfAdStandards.aspx>), and updates to this Code as developed. Without limiting the generality of those standards.
- D7.3 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. 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.
- D7.4 Advertisements, to be accepted, shall be limited to those that communicate information concerning goods, services, public service announcements, and public events.
- D7.5 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.

- D7.6 All advertisements must comply with the laws, statutes, regulations and by-laws enforced in the Province of Manitoba.
- D7.7 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. Any advertisements that minimize and/or detract from the image of Winnipeg Transit and/or its employees will not be accepted. 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. 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 company will remove the advertisement.
- D7.8 No advertisement will be accepted which promotes or poses a specific theology or religious ethic point of view, policy or action.
- D7.9 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.
- D7.10 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.
- D7.11 Where an advertiser and the Contractor are in dispute with an advertisement's compliance with the guidelines (whether before or after ad placement) the Contractor will refer the ad 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.
- D7.12 If the City receives a complaint regarding advertising, the Contract Administrator may send the complaint to the Contractor who will refer the ad 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.

D8. ADVERTISING RIGHTS

- D8.1 During the term of the Contract, the Contractor shall have the exclusive right to display non-electronic advertising on all approved benches under the Contract;
- D8.2 The City reserves the right to install and maintain, directly or through another contract, benches which do not display commercial advertising.
- D8.3 The City reserves the right to display Winnipeg Transit promotional advertising on five (5) percent of all transit advertising bench inventory, throughout the year, at no cost to the City,
- D8.4 Production of Transit promotional advertising is not included and shall be the responsibility of Winnipeg Transit.

D9. CONTRACT ADMINISTRATOR

- D9.1 The Contract Administrator is:
Brandon Logan
Communications Officer, Winnipeg Transit
Telephone No. 204-619-8167
Email Address.: blogan@winnipeg.ca

D9.2 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.

D10. CONTRACTOR'S SUPERVISOR

D10.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

D10.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D10.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D11. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D11.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D11.2 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D11.2.1 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D12. UNFAIR LABOUR PRACTICES

D12.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.

D12.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D12.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D12.4 Failure to provide the evidence required under D12.3, may be determined to be an event of default in accordance with C18.
- D12.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D12.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D12.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D12.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D12.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

- D13.1 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.

D14. SAFE WORK PLAN

- D14.1 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.
- D14.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D14.3 Notwithstanding B17.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D15. INSURANCE

- D15.1 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;
- D15.2 Deductibles shall be borne by the Contractor.
- D15.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D15.4 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D15.5 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.
- D15.6 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.

D16. CONTRACT SECURITY

- D16.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term 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 five percent (5%) of the Contract Price for the initial term or extension term; 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 five percent (5%) of the Contract Price for the initial term or extension term; 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 five percent (5%) of the Contract Price for the initial term or extension term.
- D16.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.
- D16.1.3 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;

- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D16.1.3(b).

D16.1.4 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D16.1.5 Digital bonds passing the verification process will be treated as original and authentic.

D16.1.6 Where the contract 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 contract security.

D16.2 The Contractor shall provide the Contract Administrator identified in D9 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D17. SUBCONTRACTOR LIST

D17.1 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.

D18. EQUIPMENT LIST

D18.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) 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 Documents, if applicable.

SCHEDULE OF WORK

D19. COMMENCEMENT

D19.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D19.2 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 D13;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D14;
 - (iv) evidence of the insurance specified in D15;
 - (v) the contract security specified in D16;
 - (vi) the Subcontractor list specified in D17; and

- (vii) the equipment list specified in D18.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D19.3 The Contractor shall not commence the Work on the Site before March 1, 2025.

D20. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D20.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D20.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Work schedule, including the durations identified in D20.1 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D20.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D21.1 Further to B17.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B17.4.

D22. SAFETY

- D22.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D22.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D22.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant; and
- (f) fire hazards in or about the Work are eliminated.

D23. INSPECTION

D23.1 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

D24. DEFICIENCIES

D24.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D25. ORDERS

D25.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D26. RECORDS

D26.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D26.2 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.

D26.3 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

D27. PAYMENT AND PAYMENT SCHEDULE

D27.1 This Contract follows a revenue-sharing model with a minimum guaranteed amount provided by the Contractor to the City.

D27.2 The Contractor shall pay the City no later than forty-five (45) Calendar Days after the end of each Calendar Month the minimum guaranteed amount plus GST and MRST.

D27.3 At the end of the Contractor's fiscal year, the City shall be provided the greater of the annual guarantee or 50% of total sales.

D27.3.1 The Contractor shall provide to the City the Contractor's Revenue Statement.

- (a) The Contractor shall reconcile and pay the City the amount of Minimum Monthly Revenue Guarantee, the Minimum Annual Revenue Guarantee and the Percentage of Bidder's Gross Billings Revenue Guarantee as per B10.1 where this amount is greater than the annual guarantee.

D27.3.2 Where revenue generated under this Contract is owed to the City, the Contractor shall make payment to the City not later than forty-five (45) Calendar Days following the end of the Contractor's fiscal year.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.

D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D29.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
- D30.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D30.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of

Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D30.6 Records Retention and Audits

- D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D30.7 Other Obligations

- D30.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of

Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

- D30.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D30.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D16)

KNOW EVERYONE 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. 742-2024

Provision of Transit Advertising Benches

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
(CONTRACT SECURITY)
(See D16)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 742-2024

Provision of Transit Advertising Benches

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D18)

PROVISION OF TRANSIT ADVERTISING BENCHES

1. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
4. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

FORM K: EQUIPMENT
(See D18)

PROVISION OF TRANSIT ADVERTISING BENCHES

5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 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. PHYSICAL REQUIREMENTS

- E2.1 The City has the sole right to dictate the style, design, construction, material and method of displaying advertising for all benches supplied and installed under this Contract. Benches must correspond to Shop Drawings approved by the Contract Administrator. Any proposed revisions or new designs for benches must be submitted for approval to the Contract Administrator.
- E2.2 Benches shall be of such design and material that they do not create an undue hazard to any person.
- E2.3 Advertisements shall be placed on the front face of the back rest only.
 - (a) The Contractor must provide contact information on rear face of back rest.
- E2.4 All bench back rests shall be a maximum of seven (7) feet wide and two (2) feet high.
 - (a) An extension may be added to the top of the back rest provided the extension is no more than six (6) inches high and no more than twenty (20) inches wide.
 - (b) Visibility and safety must be considered whenever an extension is added to the top of the back rest.
 - (c) No extensions will be allowed on either side of the back rest.
 - (d) No extensions will be allowed below the back rest or seat boards.
- E2.5 The bench seat boards shall be 2" x 8" ACQ pressure treated Cedartone wood stock or similarly treated wood product.
- E2.6 The bench base shall be pre-cast concrete.
- E2.7 All fasteners shall be stainless steel.
- E2.8 Benches shall be designed so that individual parts of the benches may be replaced or repaired on-site.
- E2.9 Benches shall be suitably anchored to prevent shifting or moving.

E3. OWNERSHIP OF BENCHES

- E3.1 The current bench advertising Contractor owns the majority of the 1,700 benches across Winnipeg.
- E3.2 During the term of the Contract and subject to conditions respecting termination of the Contract, all benches installed by the Contractor shall be the property of the Contractor. The Contractor shall not sell, lease or otherwise dispose of the benches without the written approval of the Contract Administrator.
- E3.3 Upon expiration or termination of the Contract, the City has the first right to purchase some or all benches at fair market value, provided benches are refurbished by the Contractor to the satisfaction of the Contract Administrator.

E4. LOSS OR DAMAGE OF BENCHES

- E4.1 Benches shall be installed at the risk of the Contractor with respect to loss or damage, from whatever cause however, the Contractor shall have the right to pursue recovery of costs from any party considered to have caused such loss or damage.

E5. INSTALLATION AND LOCATION OF BENCHES

- E5.1 The Contractor shall supply, install and maintain approximately one thousand and seven hundred (1,700) benches for use by the public at Approved Bus Stop locations throughout the City.
- (a) Additional benches may be added through the mutual consent of the City and the Contractor.
- E5.2 The Contractor shall install no more than one (1) bench at a Bus Stop location unless warranted by passenger demand or directed by the Contract Administrator.
- E5.3 The Contract Administrator may specify additional conditions of bench location and installation and position at any time.
- E5.4 Benches shall be installed by the Contractor within seven (7) Calendar Days of request unless otherwise approved by the Contract Administrator.
- E5.5 The Contract Administrator has the right to request removal or relocation of any bench at any time and for any reason at no cost to the City.
- (a) The Contractor shall remove or relocate bench within one (1) Business Day of request unless otherwise approved by the Contract Administrator.
- (b) The Contract Administrator will notify the Contractor of upcoming Bus Stop redevelopment projects.
- E5.6 Benches shall be placed at Approved Bus Stop areas only and:
- (a) shall not be placed within four (4) feet of the curb and;
- (b) shall, in general, be placed in locations that:
- (i) give due consideration to snow clearing operations, making best efforts to select sites and position bench to minimize inconvenience or disruption to such operations;
- (c) do not interfere with:
- (i) access in and out of transit vehicles;
- (ii) access in and out of private vehicles
- (iii) pedestrian traffic movement;
- (iv) pedestrian crosswalks;
- (v) access to buildings;
- (vi) window displays;
- (vii) building signage;
- (viii) maintenance, cleaning and repair of transit shelters, amenities or other street furniture;
- (ix) access to, or, view of shelter advertising caisson/poster.
- E5.7 The placement of benches shall not be allowed at Bus Stops where “streetscaping” or Bus Stop redevelopment has occurred and transit street furniture has been installed, unless approved by the Contract Administrator.
- E5.8 The Contractor shall provide the City with a list of all installed bench locations at the end of each month or as directed by the Contract Administrator.

E6. MAINTENANCE OF BENCHES

- E6.1 The Contractor shall maintain all benches on a regular basis and ensure benches are safe, in excellent repair and are clean of dirt, snow, and graffiti. The Contractor shall repair or clean any bench within 48 hours upon request by the Contract Administrator.
- (a) Unless otherwise directed by the Contract Administrator, snow removal from benches shall commence within 48 hours of the end of snowfall and all benches shall be cleaned of all snow on, and within reasonable proximity to, the bench within seven (7) Calendar Days to the satisfaction of the Contract Administrator.
 - (b) Failure by the Contractor to repair or clean any bench when requested will result in the City performing the Work. All expenses incurred by the City to perform the Work shall be charged to the Contractor.

E7. SERVICES

- E7.1 The Contractor shall provide all services associated with the supply, installation, cleaning, maintenance, sales and management of transit advertising benches.
- E7.2 The City shall:
- (a) provide the Contractor with transit route maps;
 - (b) notify the Contactor of any new, re-located or cancelled Bus Stops;
 - (c) direct all advertising inquiries to the Contractor;
 - (d) direct all requests to install, move or remove benches to the Contractor;
 - (e) notify the Contractor of any complaints related to the benches and/or the advertising displayed on the benches.