



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, OCTOBER 21, 2002

If your company name and address are not correctly shown below, please enter or correct it before submitting your Proposal.

Company Name

Address

BUYER: TONY ROZIERE /mf
TELEPHONE NO. (204) 986-4623

You are invited to submit a proposal for:

SUPPLY, INSTALLATION AND MAINTENANCE OF TRANSIT ADVERTISING SHELTERS

in accordance with the Instructions to Offerers attached.

This Request for Proposal includes:

- Quotation Package - 19 pages
- Appendix A – Shelter Specifications -7 pages
- Appendix B - Design Guidelines - 9 pages

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

- No. 1
- No. 2
- No. 3
- No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) days following the Submission Deadline.

Signature: _____

RETURN TO:

**THE CITY OF WINNIPEG 607-2002
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Form B: Prices

Base Proposal (Required)

All Offerers shall provide a base proposal which requires the replacement of a minimum of 30 Advertising Shelters per year for the first five (5) years of the Contract.

Year	Number of Shelters to be Installed	Guaranteed Revenues to the City	% of Gross Billings Payable to the City after Guaranteed Payments
1	30		
2	30		
3	30		
4	30		
5	30		
6			
7			
8			
9			
10			

Alternative Offers

Offerers may submit alternative offer(s) in addition to the Base Proposal above.

In providing alternative proposal(s), offerers shall provide sufficient information to allow the City to adequately assess the offer based on:

- potential revenues,
- number and schedule of New Advertising Shelter installations.

Offerers may replicate Form B: Prices to provide information.

INSTRUCTIONS TO OFFERERS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for the supply, installation maintenance and cleaning of new Transit Advertising Shelters for use by Transit Patrons.
- 1.2 Winnipeg Transit has an inventory of 197 Advertising Shelters that were installed after 1982. Due to the age of the Advertising Shelters, the City is interested in proposals providing for the replacement of all existing Advertising Shelters with new Advertising Shelters within the first five (5) years of this Contract.
- 1.3 During the term of the Contract, the Contractor shall be responsible for the maintenance and cleaning of all Advertising Shelters. This includes all new Advertising Shelters to be installed by the Contractor and all the remaining Advertising Shelters scheduled for replacement.
- 1.4 The City will grant exclusive advertising rights for all Transit Advertising Shelters for the term of the Contract.
- 1.5 The City is especially interested in receiving proposals offering to supply, install, maintain and clean more than 197 Advertising Shelters.

2. DEFINITIONS

2.1 When used in this Request for Proposal:

- (a) **"Advertising Shelter"** means the existing shelters owned by the City that contain space for advertising;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Buyer"** means the person authorized to represent the City in respect of the Request for Proposal;
- (d) **"Calendar Day"** means the period from one midnight to the following midnight;
- (e) **"City Shelter"** means the existing shelters without advertising owned by the City;
- (f) **"Clean" or "Cleaning"** means the work of keeping all advertising shelters clear of all dirt and debris including, removing and disposing of garbage, washing all areas of the shelter, sweeping shelter floors and removing all graffiti;
- (g) **"Contract"** means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (h) **"Contract Administrator"** means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (i) **"Contractor"** means the person undertaking the performance of the Work under the terms of the Contract;
- (j) **"Far Side"** means the side of the shelter furthest from oncoming traffic;
- (k) **"Maintain" or "Maintenance"** means the work of keeping all Advertising Shelters and components in good working order including but not limited to, painting, Cleaning and Repairs;
- (l) **"may"** indicates an allowable action or feature which will not be evaluated;
- (m) **"must" or "shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (n) **"Near Side"** means the side of the shelter closest to on-coming traffic;
- (o) **"non-electronic"** advertising means rear illuminated or non-rear illuminated advertising posters approximately 48" w x 70" h, without electronic, or digital messages or other images of any kind in or on advertising shelter;
- (p) **"Offerer"** means any person submitting a Proposal for the Work. If a Proposal is submitted jointly by two or more persons, the word "Offerer" shall mean each and all persons, and the undertakings, covenants and obligations of such joint Offerers in the Proposal and the Contract, when awarded, shall be both joint and several;
- (q) **"Proposal"** means the offer contained in the Proposal Submission;
- (r) **"Repair"** means the work of restoring all Advertising Shelters to their original condition;

- (s) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (t) **"Site"** means the lands and other places on, under, in or through which the Work is to be performed;
- (u) **"Transit Patron"** means any customer or potential customer of Winnipeg Transit;
- (v) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (w) **"Work"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (x) **"Working Day"** means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(c), the Buyer is:

TONY ROZIERE

3. SCOPE OF WORK

3.1 The Work to be done shall consist of:

- (a) The supply, installation, maintenance and cleaning of new Advertising Shelters installed by the Contractor and the maintenance and cleaning of existing Advertising Shelters;
- (b) Sale and placement of non-electronic advertising on all new Advertising Shelters;
- (c) Sale and placement of non-electronic advertising on all existing Advertising Shelters; and
- (d) The Contractor shall replace a minimum of 30 existing Advertising Shelters per year for the first 5 years of this Contract.

3.2 The City reserves the right to display advertising materials on 10% of the advertising panels for the promotion of the Transit System, and in such promotions, Winnipeg Transit may enter into cooperative advertising agreement(s) with other parties.

3.3 The Contractor shall install, remove and maintain the advertising notices specified in 3.2.

3.4 The Contractor must receive written permission from the Contract Administrator to install a new Advertising Shelter at a site that currently does not have an advertising Shelter.

3.5 Further to 3.4, if new sites are approved by the City, then within ten (10) working days of installing the new Advertising Shelter(s), the Contractor shall remove an equivalent number of advertising panels from existing Advertising Shelters. The Contractor shall replace the advertising panels with glass as specified in Appendix A Specifications. Any costs associated with such Work shall be the responsibility of the Contractor.

3.6 Further to 3.4 and 3.5, should the Contractor wish to install Advertising Shelters at new sites and still retain the existing Advertising Shelters so that the total number of Advertising Shelters exceeds the Contracted amount, the Contractor must receive written permission from the Contract Administrator.

4. BACKGROUND

4.1 The following is provided for the information of Offerers:

- (a) The City owns and operates a Public Transportation System called Winnipeg Transit;
- (b) In 2001, the population of the City of Winnipeg was approximately 660,000;
- (c) In 2001, Winnipeg Transit carried approximately 38.5 million passengers;
- (d) In 2001, Winnipeg Transit had approximately 54.5 million boardings (includes transferring passengers);
- (e) The current Advertising Shelter contract began in 1982;
- (f) The City currently has Transit related advertising contracts with:

- (i) Viacom Outdoor Canada Inc. for Transit Shelters;
- (ii) Viacom Outdoor Canada Inc. for Transit Buses; and
- (iii) Benchmark Advertising Ltd. for Transit Benches.

- (g) There are approximately 757 bus shelters throughout the City of Winnipeg comprised of the following:
- i) 560 non-advertising Shelters; and
 - ii) 197 Advertising Shelters with approximately 394 advertising face/panels supplied under the current Advertising Shelter contract.

4.2 In general, the City of Winnipeg is interested in securing Proposals which provide:

- (a) The greatest number of new Advertising Shelters for Transit passengers;
- (b) Greatest revenues and savings to the City; and
- (c) The least inconvenience to pedestrians, motorists and Transit users.

5. INVESTIGATING THE WORK

5.1 The Offerer shall familiarize himself/herself with the location, extent and purpose of the Work and shall determine for himself/herself the actual conditions and requirements of the Work.

5.2 Arrangements to view any Site at which Work is proposed to be performed may be made by contacting:

TONY ROZIERE

6. DURATION OF CONTRACT

6.1 The Contract shall be for the period of April 1, 2003 to March 31, 2013.

6.2 Notwithstanding the foregoing, the City may terminate the Contract upon ninety (90) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.

6.3 Further to 6.2, should the City terminate the Contract prior to its expiration for reasons other than the forfeiture of the Contract by the Contractor, the City shall purchase all the shelters and appurtenances in place on City Streets, whereupon the Contractor shall surrender to the City all rights to place advertising on said Advertising Shelters. The purchase price shall be seventy-five (75) per cent of the depreciated value of the Advertising Shelters.

7. ASSIGNMENT

7.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

8. SUBCONTRACTING

8.1 The Contractor shall not subcontract any portion of the Work to any person not identified as a Subcontractor in the Proposal without the prior written approval of the Contract Administrator.

8.2 If the Offerer proposes to subcontract any portion of the Work, he/she must submit a complete list of the proposed Subcontractors with the Proposal.

8.3 Where no Subcontractors are identified, it will be interpreted that the Offerer proposes to perform the Work with his/her own forces.

8.4 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.

9. INSURANCE

- 9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period; and
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- 9.2 Deductibles shall be borne by the Contractor.
- 9.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

10. WORKERS COMPENSATION

- 10.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

11. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 11.1 Information provided to an Offerer by the City or acquired by an Offerer 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. To the extent permitted, the City shall treat all proposals as confidential.
- 11.2 The Offerer shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.
- 11.3 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 11.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 11.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

12. INDEMNITY

- 12.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;

- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
- (e) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

12.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

12.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

12.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

13. SECURITY CLEARANCE

13.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

13.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

13.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

13.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

13.5 The City may, at its sole discretion, require a records search at any time during the term of the Contract. Any person who fails to obtain security clearance as a result of a repeated records search shall not be permitted to continue to perform Work under the Contract.

14. EVENTS OF DEFAULT

14.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
- (c) in the judgment of the Contract Administrator, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or

- (g) fails to make prompt payment to his/her Subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
- (h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision for the Work; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

14.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

14.3 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City.

14.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

15. DISCREPANCIES

15.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.

15.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.

15.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

16. ADDENDA

16.1 The Buyer 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.

16.2 The Buyer will issue each addendum to all Offerers by:

- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Offerer as shown in the records of the Materials Management Division; and/or
- (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.city.winnipeg.mb.ca/matmgt/bidopp.stm>.

16.3 The Offerer is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Proposal cover page. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

16.3.1 The Offerer is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Proposal.

17. PROPOSALS

17.1 Proposals must be in writing and must include as a minimum:

- (a) the Request for Proposal cover page completed with:
 - (i) the name and address of the Offerer;

- (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
- (iii) the signature of a person or persons who have the authority to sign for the Offerer;
- (b) a clear description of the equipment offered, service and support staff and Subcontractors proposed;
- (c) a schedule of prices for all equipment, software and services necessary to meet the mandatory requirements of the specifications;
- (d) the Offerer must submit a proposal (complete with Form B: Prices) for the City based on:
 - (i) the right to sell and place advertising on all Advertising Shelters; and
 - (ii) replacement of a minimum of 30 Advertising Shelters per year for the first five (5) years of the Contract. However, they may also submit alternatives for the replacement of more Advertising Shelters complete with installation schedule(s) and revenues to the City.
- (e) minimum annual guaranteed fixed payment for each year of the contract term, for each option offered;
- (f) if the proposal includes a percentage (%) of gross billings payable to the City above the minimum annual guaranteed fixed payment, this shall be stated for each alternative offered;
- (g) a list of currently operating installations complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for equipment being used in similar applications;
- (h) descriptive literature and/or information demonstrating conformance to the specifications;
- (i) a business plan which outlines "start up" plans, operational plans, financial plans and accurately represents the work;
- (j) resumes of key personnel; and
- (k) three industry references. Reference checks will not be restricted to only those submitted by the Offerer, and may include organizations, companies or individuals known to have done business with the Offerer.

18. SUBMISSION OF PROPOSALS

- 18.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the RFP Number and the Offerer's name and address. The Offerer is requested to submit three (3) copies of the Proposal.
- 18.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.
- 18.3 Proposals received after the Submission Deadline will not be considered.
- 18.4 Proposals will not be opened or acknowledged publicly. The City will acknowledge receipt of each Proposal by written notice to the address of the Offerer as indicated in the Proposal.

19. WITHDRAWAL OF PROPOSALS

- 19.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.
- 19.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as the City considers appropriate in the circumstances.

20. INTERVIEWS

- 20.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

21. NEGOTIATIONS

- 21.1 The City reserves the right to negotiate details of the Contract with Offerers.

- 21.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Offerer.
- 21.3 If, in the course of negotiations pursuant to 21.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

22. PAYMENT OF REVENUES

- 22.1 The Contractor agrees to pay to the City for the rights and privileges granted to it for each and every calendar year during the Contract as specified in Form B: Prices.
- 22.2 The Contractor shall pay to the City each month of the contract year the greater of: (A) the number of months expired in the contract year multiplied by one twelfth (1/12) of the minimum net annual guarantee, or (B) the percentage of gross annual billings multiplied by sales for the contract period up to and including the current month as specified in Form B: Prices. Payments for a specific month shall be made within 45 days of that month end. All previous amounts paid during the contract year are to be deducted from the monthly payment.
- 22.3 The consideration of 22.1 set out payable in respect of each calendar year during the currency of the agreement shall be payable without regard to the results of any other calendar year during such period and any billings made after the termination of the agreement in respect of advertising placed during its term shall be included in the last calendar year of the term of such contract.
- 22.4 Each monthly and annual 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, and 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.
- 22.5 By June 30th of the second year of the agreement and each year thereafter, up to and including the year following the 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 year, with an Audit Report commenting on its accuracy prepared by an independent public accountant approved by the City and will pay to the City any amount due at the time the statement is rendered.
- 22.6 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 Contract Administrator 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 this contract.
- 22.7 Under no circumstances 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.
- 22.8 The Contractor may from time to time, offer bonus advertising space to its clients at no cost or leave advertisements in place on the shelters 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.
- 22.9 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: 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; 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 of 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) any Provincial or Federal sales tax including the Goods and Services Tax collected by the Contractor and remitted directly to any governmental authority; and
- (e) other standard industry deductions in specific situations subject to prior written approval by the Contract Administrator or his designate.

23. PERFORMANCE SECURITY

- 23.1 The Contractor shall provide and maintain Performance Security until two (2) months from the total performance of the Contract. Performance Security shall be in the form of:
- (a) Performance bonds in the forms attached to this Proposal (Form H; Performance Bond); the first (“initial Performance Security”) for three (3) years in the amount of Two Hundred Thousand Dollars (\$200,000.00) and subsequent performance bonds “Renewal Performance Security” each such Renewal Performance Security to be no less than one (1) year in duration and in the amount of Two Hundred Thousand Dollars (\$200,000.00). The failure of the Contractor to provide Renewal Performance Security as required shall not be considered a default under the Performance Security; or
 - (b) An irrevocable Standby Letter of Credit issued by a bank or other financial institution located in the Province of Manitoba, in such form as shall be determined to be acceptable by the Solicitor, in the amount of Two Hundred Thousand Dollars (\$200,000.00); 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 Two Hundred Thousand Dollars (\$200,000.00).
- 23.2 If the Contractor provides a Performance Bond as Performance Security, the Contractor shall provide evidence of Performance Security six (6) months prior to the expiry of the Performance Security in effect at the time.
- 23.3 The City will not pay any interest on Certified Cheques furnished as a Performance Security.
- 23.4 The successful Bidder shall provide the initial Performance Security following notification of the award of the Contract by way of Letter of Intent and prior to the commencement of any Work but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents.

24. EVALUATION OF PROPOSALS

- 24.1 Award of this Contract will be based on the following evaluation criteria:
- | | |
|--|------------|
| (a) conformance with mandatory requirements | pass/fail; |
| (b) qualifications of the Offerer | pass/fail; |
| (c) industry experience of key personnel and references | 5%; |
| (d) business plan | 5%; |
| (e) design of advertising shelters | 15%; |
| (f) other factors which may present advantages to the City | 10%; |
| (g) net present value of the total contract | 65%. |

Conformance With Mandatory Requirements

- 24.2 Further to 24.1(a), the City 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 City may reject all or any part of any Proposal or waive technical requirements if the interests of the City so require.

Qualifications of the Offerer

- 24.3 Further to 24.1(b), the City may reject any Proposal submitted by an Offerer who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.

- 24.4 The Offerer shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:
 - (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
 - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
 - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerer's equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerer's equipment and facilities are adequate to perform the Work.

Industry Experience of Key Personnel and References

- 24.5 Further to 24.1(c), industry experience of key personnel will be evaluated considering the Offerer's Proposal or in other information required to be submitted. A standard format of questions will be asked of all references for which points will be allotted for the following general criteria: positive recommendation based on quality of material, installation, maintenance and cleaning and other performance related questions. Points will be deducted for issues such as complaints, unsafe or sub-standard installation practises, poor installation, repair, maintenance or cleaning performance. References shall not be limited to those provided.

Business Plan

- 24.6 Further to 24.1(d), business plan will be evaluated considering the Offerer's Proposal or in other information required to be submitted. The business plan will be evaluated for completeness and reasonableness of the plan.

Design of Advertising Shelters

- 24.7 Further to 24.1(e), design of advertising shelters will be evaluated considering the Offerer's Proposal or in other information required to be submitted. Should identify new design features and technologies (e.g. bar coding).

Other Factors Which may Present Advantages to the City

- 24.8 Further to 24.1(f), other factors, which may present advantages to the City, will be evaluated considering the Offerer's Proposal or in other information required to be submitted.

Net Present Value of the Total Contract

- 24.9 Further to 24.1(g), net present value of the total contract will be evaluated considering:

- (a) the advertising revenue to be received;
- (b) the value attributed to new advertising shelters will be based on a \$5,000 capital cost;
- (c) the value attributed to each Advertising Shelter for cleaning and maintenance will be \$1,000 per year.

Net Present Value will be determined using a discount rate of six percent (6%) per year. The highest return to the City will receive the most points with all other Proposals being pro-rated accordingly.

25. AWARD OF CONTRACT

- 25.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- 25.2 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City.
- 25.3 The City will give notice of the award of Contract by way of a Letter of Intent or will give notice that no award will be made.
- 25.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.
- 25.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.

26. ADVERTISING SHELTER OWNERSHIP

- 26.1 The City acknowledges that during the term of this Contract that the Advertising Shelters and components shall remain the property of the Contractor. The Contractor agrees, except as otherwise provided herein, that upon the completion of this Contract all Advertising Shelters and components that have been installed during this Contract shall automatically transfer to the City, at no cost to the City.
- 26.2 Currently the City assesses property taxes on the Advertising Shelters.

27. ALTERNATIVE OFFERS

- 27.1 Each Offerer is required to submit a base proposal as stipulated in 17. PROPOSALS which will be evaluated by the City.
- 27.2 In addition to the Proposal Submission as stipulated in 17.0, Offerers may also submit Proposals that include other innovative forms of non-electronic advertising and/or larger quantities of Advertising Shelters and/or different installation schedules for Advertising Shelters. The City will first determine, in its sole discretion, whether any alternative Proposals submitted should be evaluated further. That determination will be based on whether the innovative forms of non-electronic advertising are compatible with the City's vision for advertising on bus shelters, the physical limitations such as number of shelters/configuration and the City's other legal and contractual obligations. Any alternative Proposals selected for further evaluation, will be evaluated in accordance with 24. EVALUATION OF PROPOSALS.

FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY

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

___ Two Hundred Thousand Dollars (\$200,000.00)

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 dated the

_____ day of _____, 20____, for:

RFP NO. 607-2002

SUPPLY, INSTALLATION AND MAINTENANCE OF TRANSIT ADVERTISING SHELTERS

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 first three (3) years of the Contract;

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)

) _____
) (Name of Principal)
)
)
) Per: _____ (Seal)
)
) Per: _____
)
)
) _____
) (Name of Surety)
)
) By: _____ (Seal)
) (Attorney-in-Fact)

FORM H1: RENEWAL PERFORMANCE BOND

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

___ Two Hundred Thousand Dollars (\$200,000.00)

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 dated the

_____ day of _____, 20____, for:

RFP NO. 607-2002

SUPPLY, INSTALLATION AND MAINTENANCE OF TRANSIT ADVERTISING SHELTERS

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 for the period from _____(DD/MM/YY) to and including _____(DD/MM/YY).

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. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default hereunder.

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)

) _____
) (Name of Principal)
)
)
) Per: _____ (Seal)
)
) Per: _____
)
)
) _____
) (Name of Surety)
)
) By: _____ (Seal)
) (Attorney-in-Fact)

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)

APPENDIX A

SHELTER SPECIFICATIONS

RFP 607-2002

Supply, Installation and Maintenance of Transit Advertising Shelters



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THE CITY OF WINNIPEG

SPECIFICATIONS

1. GENERAL

1.1 These Specifications are applicable to the Work of the Contract.

1. SHELTER DESIGN AND SPECIFICATIONS

1.1 Unless otherwise approved by the City and Winnipeg Transit, the shelters installed will meet the specification included in Appendix A.

- (a) The City has the sole right to approve the design of any shelters 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 the shelters to be supplied.
- (b) Shelters must provide access for persons with physical disabilities.
- (c) Advertising panels shall be located so as to maintain clear vision between the waiting patrons and approaching transit operators and general roadway traffic.
- (d) All glass surfaces of the shelter must be adequately marked to prevent pedestrian mishap.
- (e) The Contractor shall, at its own expense, provide foundation pads for each shelter location. The Contractor shall pay all charges for service & supply of electricity and for all costs concerned with maintenance of the utility in the shelter.
- (f) The Contractor acknowledges and represents that the New Advertising Transit Shelters shall provide reasonable protection to transit users from the elements such as wind, rain and snow. The Contractor further represents that the New 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.

2. INSTALLATION AND LOCATION OF SHELTERS

- 2.1 For each of the five years as described in Instructions to Offerers Scope of Work 3.1, or as required by the Contract Administrator, the Contractor shall provide the City with an updated inventory complete with map showing all New Advertising Shelter installations.
- 2.2 The Contractor shall at all times adhere to the City's current standards (Appendix B), or any revisions that may be issued, for shelter location with respect to drainage, safety, foundations and accessibility for persons with disabilities.
- 2.3 The City reserves the right to specify the locations and installation dates of any new shelter/advertising shelters/frames, acting reasonably.
- 2.4 The Contractor shall covenant to take all necessary steps to ensure that interruptions are minimal to pedestrian and/or vehicular traffic during shelter or ad panel construction.
- 2.5 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.
- 2.6 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.
- 2.7 The Contractor shall clean up all dirt, debris, and any other rubbish from an Advertising Shelters or Shelter Related Component installation in a timely fashion and to the satisfaction of the City, acting reasonably.

- 2.8 The Contractor shall repair all damages 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.

3. RELOCATION OF SHELTER

- 3.1 If an Advertising Shelter must be removed from its location for safety reasons or any other reason, The Contractor shall at his own expense remove, relocate and re-install the shelter at an acceptable location. The Contractor shall be responsible for all costs associated with the relocation including, but not limited to, the cost of any site preparation necessary to install the Advertising Shelter. The Contractor shall also be responsible for all remedial Work necessary in returning the Advertising Shelter site location to its original condition.

4. MAINTENANCE, CLEANING, INSPECTION AND REPAIR

- 4.1 The Contractor shall work in conjunction with the City to divide the shelters into two Categories A and B. This differentiation is to secure cleanliness in high traffic locations where certain shelters need to be cleaned more frequently. The Contractor will be responsible for “maintenance” and “cleaning” of Advertising Shelters.
- 4.2 Shelters in Category A (Approximately 32 Advertising shelters located downtown and/or high volume areas) shall have glass washed and floors swept daily. Shelters in Category B (165 Advertising shelters) shall have glass washed and floors swept weekly.
- 4.3 The Contractor shall supply all personnel, tools, equipment, materials, and incidentals necessary to maintain and clean Advertising Shelters, panels and frames to the satisfaction of the City.
- 4.4 Advertising Shelters and Shelter Related Components are to be maintained by the Contractor in a clean and safe condition and in good repair, at all times throughout the term of the contract to the satisfaction of the City/Contract Administrator.
- 4.5 All Advertising Shelters and Shelter Related Components are also to be inspected during daylight hours, and during night time hours with respect to lighting, by the Contractor, at least weekly, to check that there is no graffiti, lights are operational, glass is not cracked or broken and Shelter and Shelter Related Components are in good condition.
- 4.6 The Contractor will correct any deficiencies, whether identified during its own inspection or as a result of notification by the City or by the general public, at the time of the weekly inspection at which the condition is first observed or the next weekly inspection if the condition is observed between inspections, or on an Immediate Service basis, if the condition of the Advertising Shelter or Shelter Related Component should so require.
- 4.7 In the event that the Contractor discovers glass elements of the Advertising Shelter or Shelter Related Component are broken, the Contractor shall ensure that the Shelter is swept clean of the broken glass and that the broken glass is removed and disposed of. The Contractor shall not employ any Shelter related or City waste containers for the disposal of such glass.
- 4.8 In the event of substantial corrosion, or other state of substantial disrepair or damage to an Advertising Shelter or Shelter Related Component, including pad, the Contractor shall remedy the condition or, if the condition cannot be remedied, shall replace the Advertising Shelter or Shelter Related Component, including Pad.
- 4.9 For the purpose of Article 5.8, substantial corrosion, or such other state of substantial disrepair or damage, shall be deemed to exist where the condition results in an Advertising Shelter or Shelter Related Component which is either not safe, clean attractive or functional or which does not provide protection from the elements or a positive contribution to the streetscape.
- 4.10 The Contractor shall ensure that all of its vehicles used for the maintenance of Advertising Shelters are equipped with the necessary traffic control devices.

5. WINTER MAINTENANCE

- 5.1 The Contractor agrees to monitor all Advertising Shelter or Shelter Related Components, including Pad for unsafe winter conditions, such as snow accumulation and icing over of hard surfaces. The Contractor shall take such

actions as are necessary to immediately rectify all unsafe winter conditions noted by or reported to it, including sanding or salting.

- 5.2 The Contractor agrees to clear all Advertising Shelter interiors of snow within 24 hours of the end of a snowfall.
- 5.3 The City may, in its absolute discretion, allow such longer periods of as it may determine are required for the clearing of snow from Transit Shelter interiors in accordance with this Article 6.

6. DESIGN AND MANUFACTURE

- 6.1 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 caisson which shall contain no more than two advertising faces or panels and said advertising caisson shall be placed only on the far side of the shelter.
- 6.2 A 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 caisson which shall contain no more than two advertising faces or panels and said advertising caisson shall be placed only on the far side of the shelter.
- 6.3 On all Basic and Narrow Shelters there will be no obstructions to visibility on the front and near sides except structural members.

7. LIGHTING

- 7.1 All shelters will be lit at night by means of fluorescent lighting fixtures or equivalent, which may be placed inside advertising caissons.

8. DRAINAGE

- 8.1 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.

9. ADVERTISING FACES

- 9.1 All advertising faces will be installed in the advertising caissons and will be backlit by means of fluorescent lighting fixture or the approved equivalent.

10. MATERIALS USED

- 10.1 The following components and materials used in shelters shall be as specified below or the equivalent or better. The Contractor will provide plans showing appropriate dimensions, gauges, dimensions and engineering details:
 - (a) Windows or transparent panels below the roofline will be tempered glass not less than 10mm thick.
 - (b) All exposed aluminium surfaces except decorative panels will have a hard anodized finish or approved equivalent.
 - (c) All exposed steel surfaces and all exposed decorative aluminium panels will have a baked enamel finish or the equivalent.
 - (d) All benches or seats shall have wearing surfaces that are non-splintering and sufficiently smooth that clothing will not catch, tear or run.
 - (e) 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.

- (f) 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 agreement.

11. MONITORING/REPORTING

- 11.1 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.
- 11.2 Schedules recording the detail of daily and weekly shelter cleaning and maintenance operations shall be submitted by the Contractor to the Contract Administrator or designate on a weekly basis.
- 11.3 All Advertising Shelters will be jointly inspected annually by the City and the Contractor. The Contractor agrees 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.

12. ACCESS

- 12.1 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 shelters.

13. LIAISON AND ADVERTISING STANDARDS

- 13.1 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.
- 13.2 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, and updates to this Code as developed. Without limiting the generality of those standards:
- 13.3 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.
- 13.4 Advertisements, to be accepted, shall be limited to those that communicate information concerning goods, services, public service announcements, and public events.
- 13.5 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.
- 13.6 All advertisements must comply with the laws, statutes, regulations and by-laws enforced in the Province of Manitoba.
- 13.7 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 Winnipeg Transit and/or public transit must be presented by the advertiser to the Contractor and Contract Administrator for approval prior to production of advertising materials. If an advertisement is not reviewed and approved prior to placement in the system, and 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.

- 13.8 Tobacco Advertisements of any kind are not acceptable. Any displays depicting the use of tobacco or consumption of tobacco shall be refused.
- 13.9 Advertising, which is of questionable taste or which is irritating in its content or method of presentation, will not be accepted.
- 13.10 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.
- 13.11 Material calling for the advocacy of, or opposition to, a political point of view, policy or action is prohibited. Material advocating the name of any political party is acceptable. Material advocating the candidacy of an individual may be accepted providing the content is in keeping with all guidelines and that the message centres generally on the candidate's name and party affiliation, the office being sought, election date or other such information pertinent to the election. Material, which tends to disparage a candidate or party, will not be allowed. Material informing the public of the specifics relating to a meeting, gathering or event will be permitted if the information is confined to subject, name of speaker, location, date and time of the event. All political advertising will indicate that the advertisement is paid for by a party or candidate so as to avoid giving the impression that the City is supporting a given party or candidate.
- 13.12 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.
- 13.13 Where an issue arises regarding an advertisement's compliance with the guidelines (whether before or after ad 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.
- 13.14 If the City receives a complaint regarding advertising in/on Transit Shelters, 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.

APPENDIX B

DESIGN GUIDELINES

RFP 607-2002

Supply, Installation and Maintenance of Transit Advertising Shelters



Transit Passenger Shelters

General Considerations

Transit passenger shelters are used for the protection of waiting passengers from bad weather, provision of seating for elderly patrons, posting of schedule information materials, and generally, for the convenience of the travelling public. The following criteria are guidelines for installing a shelter:

- The average number of passengers using the stop must not be lower 150 passengers per day (24 hour period) or 800 per week.
- The size of a shelter is determined by the acceptable size of the queue of the waiting passengers, calculated at a density of 6.25 sq. ft. per waiting passenger and the total cost of installation.
- Sidewalks with widths less than 3.1 m cannot safely accommodate a transit passenger shelter.

Shelter Design

- Transit passenger shelters vary widely in materials and dimensions. The following dimensions are typical for shelters used city-wide. These dimensions can be used as guidelines for designing bus stop areas:
 - 1.2m (4') wide X 2.4m (8') length (non-heated, one opening/no door)
 - 1.5m (5') wide X 3.8m (11') length (non-heated, one opening/no door)
 - 2.4m (8') wide X 4.5m (15') to 12.2m (40') length (heated, two doors)
- Shelter openings should be a minimum width of 800mm (2.62') in order to allow a wheelchair to pass through.
- Doorway openings in small unheated transit passenger shelters must be designed to the standards specified in the Manitoba Building Code.
- Doorway openings and doors in large transit passenger shelters must be designed to the standard specification in the Manitoba Building Code.
- The safety strip applied to transparent surfaces should be a minimum width of 75mm (3") wide and must be blue in colour. The stripe should be at the midpoint of the transparent shelter panel, approximately 140-160mm (55-63") above ground level.
- Seating should be provided, if feasible, with sufficient space for passenger movement. Seating should be oriented in the direction of approaching buses.

Seating

- Accessible seats should have a seat height of 450 to 550mm and a seat depth of 400 to 500mm.
- The front edge of a seat should be at least 600mm from the nearest travel path.

Figures 5, 6 and 7 illustrate examples of layout designs for all of the elements of a typical bus stop. Layout of individual stops depends primarily on the characteristics of the particular site (i.e. built-up urban, suburban, and wide suburban boulevard environments).

Transit Passenger Shelters

Criteria for Installation

Requests for the placement of a transit shelter at a bus stop are received from Transit customers in general. Occasionally, requests are received from bus operators or other Transit staff members.

1. Placement Evaluation:

To ensure fairness in the placement of new transit passenger shelters throughout the City of Winnipeg, all requests are evaluated according to the following criteria as adopted by the Committee on Works and Operations on August 27, 1973:

Priority should be given to locations:

1. At transfer points where some inconvenience to passengers is occasioned by the necessity of transferring and waiting for the second bus.
2. At major transit passenger generators, such as hospitals, parks, and educational establishments and major shopping centers.
3. At intermediate points of routes where a considerable number of residents have walking distances substantially greater than the normal of 1/4 to 1/2 mile (400 meters).
4. At bus stops nearest to major Senior Citizens= Housing Units.

On March 7th, 1980 the Committee approved the following additional criterion:

5. At locations which are in open areas affected by the elements (e.g. Wind-swept).

Based on the evaluation, each requested location is assigned a score, which either represents a 'high' or 'low' priority. Requests are then either placed on a priority waiting list or filed for future review.

2. On-Site Inspections:

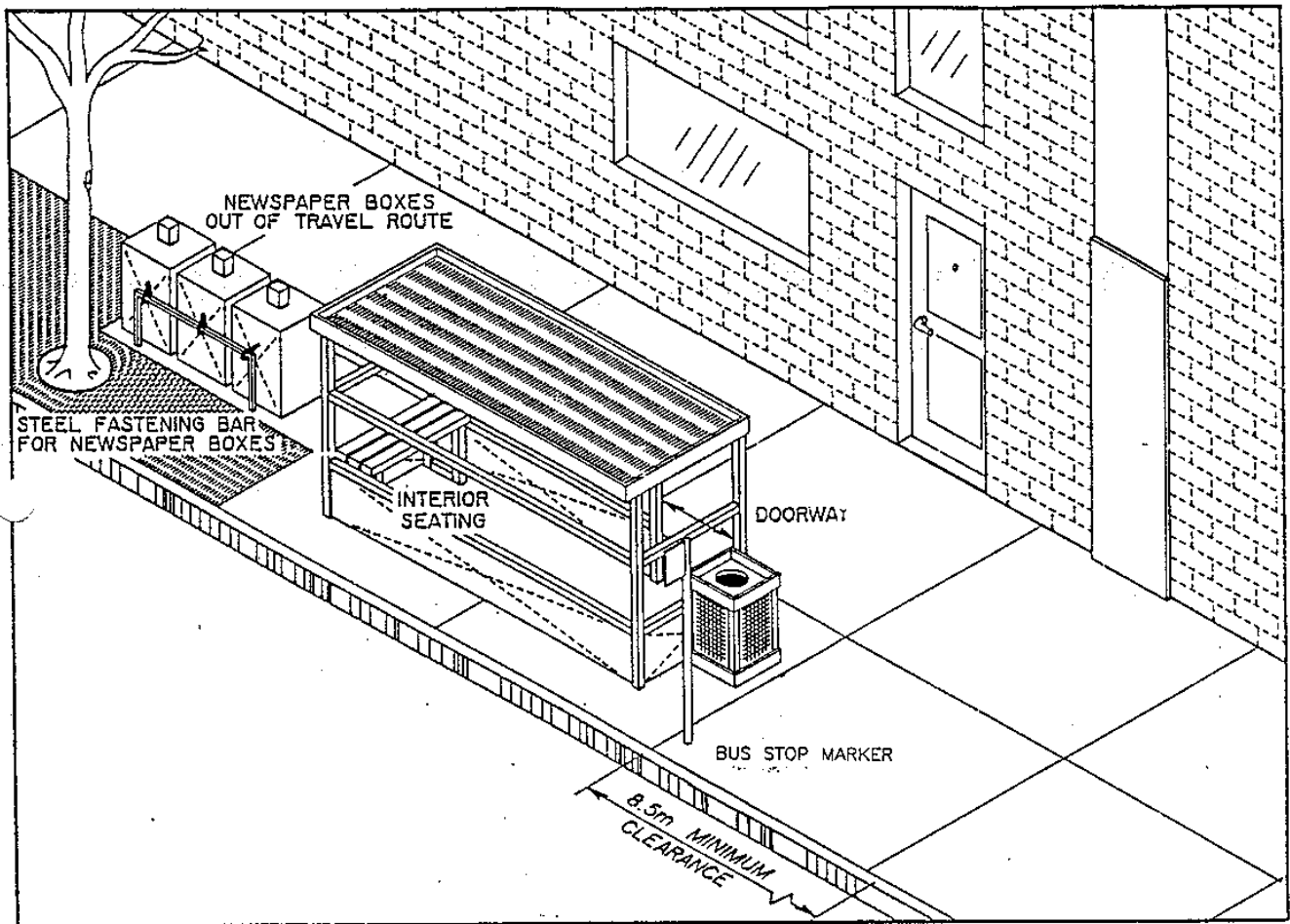
A "high" priority shelter request will be placed on a waiting list and will be fulfilled in order of priority, subject to there being no operational or safety impediments to installing a shelter at a given location. The Chief Inspector and Operations Planner from Winnipeg Transit conduct an on-site inspection of every bus stop that is on the priority waiting list to check for operational suitability before a shelter can be recommended for placement.

The operational criteria used are as follows:

1. Is there protection against prevailing winds given the possible orientation of shelter
2. Clearance for passage of pedestrians (is there adequate sidewalk and/or boulevard space to place shelter?)
3. Clearance for snow plow (is there adequate sidewalk space for snow plow to pass shelter in winter?)
4. Lighting conditions (can passengers see and be seen?)
5. Visibility for motorists and pedestrians (would the shelter obstruct their view?)

Although some locations may make the priority waiting list, they may never receive a shelter because of some type of operational or safety impediments or lack of physical space that prevents the placement of a shelter.

FIGURE 5: Typical Bus Stop - Built-up Urban Boulevard

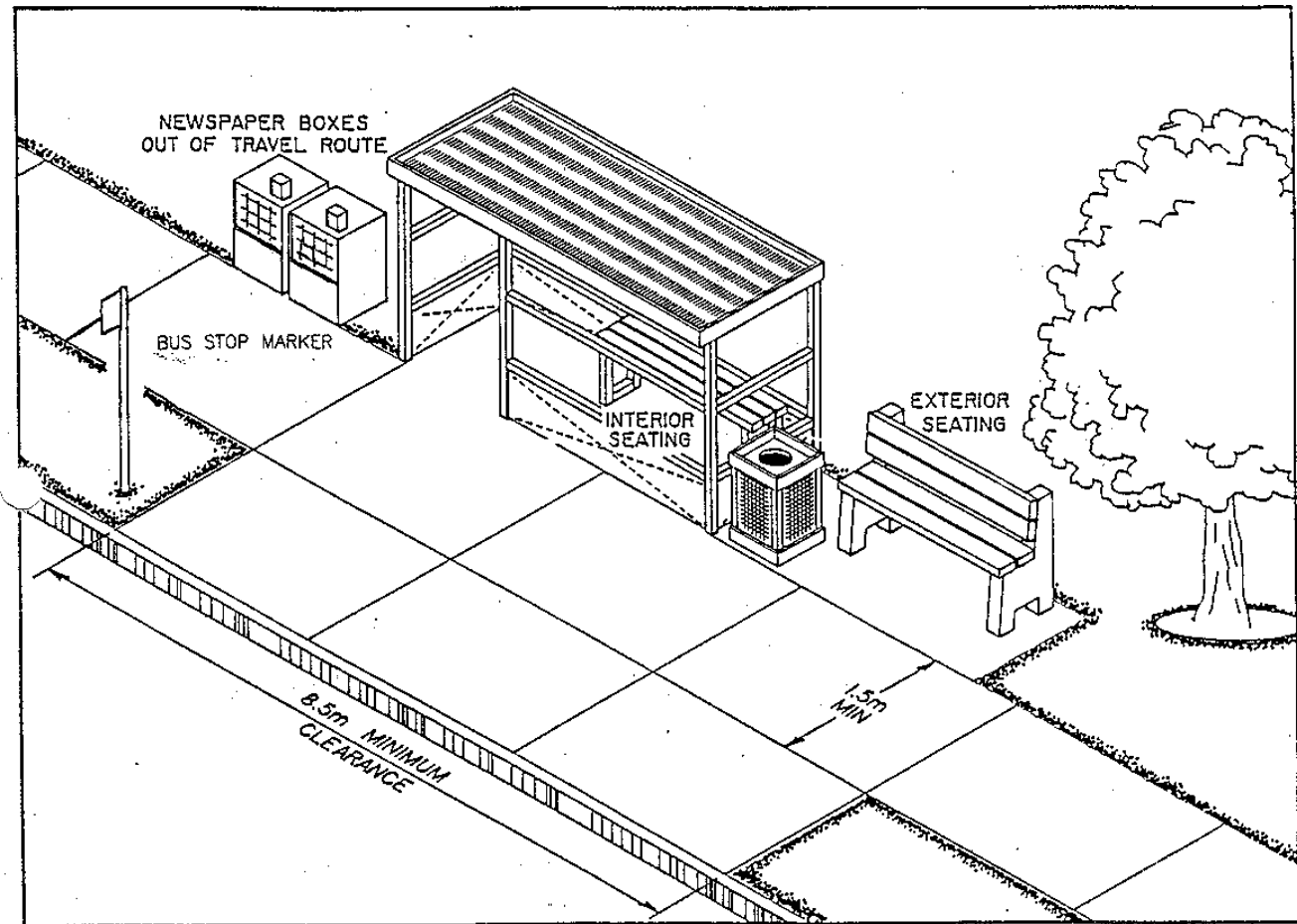


Bus Stop and Passenger Waiting Area Design

General Points:

- Accessible travel paths should follow the shortest distance between two points
- Walkways must be well maintained (stable pavement, level, and well drained)
- Walkways must be clear of snow, ice and other debris.
- Street furniture and signage, such as posts, benches, newspaper boxes, garbage receptacles should be located out of the travel path of transit passengers and pedestrians.

FIGURE 6: Typical Bus Stop - Suburban Boulevard

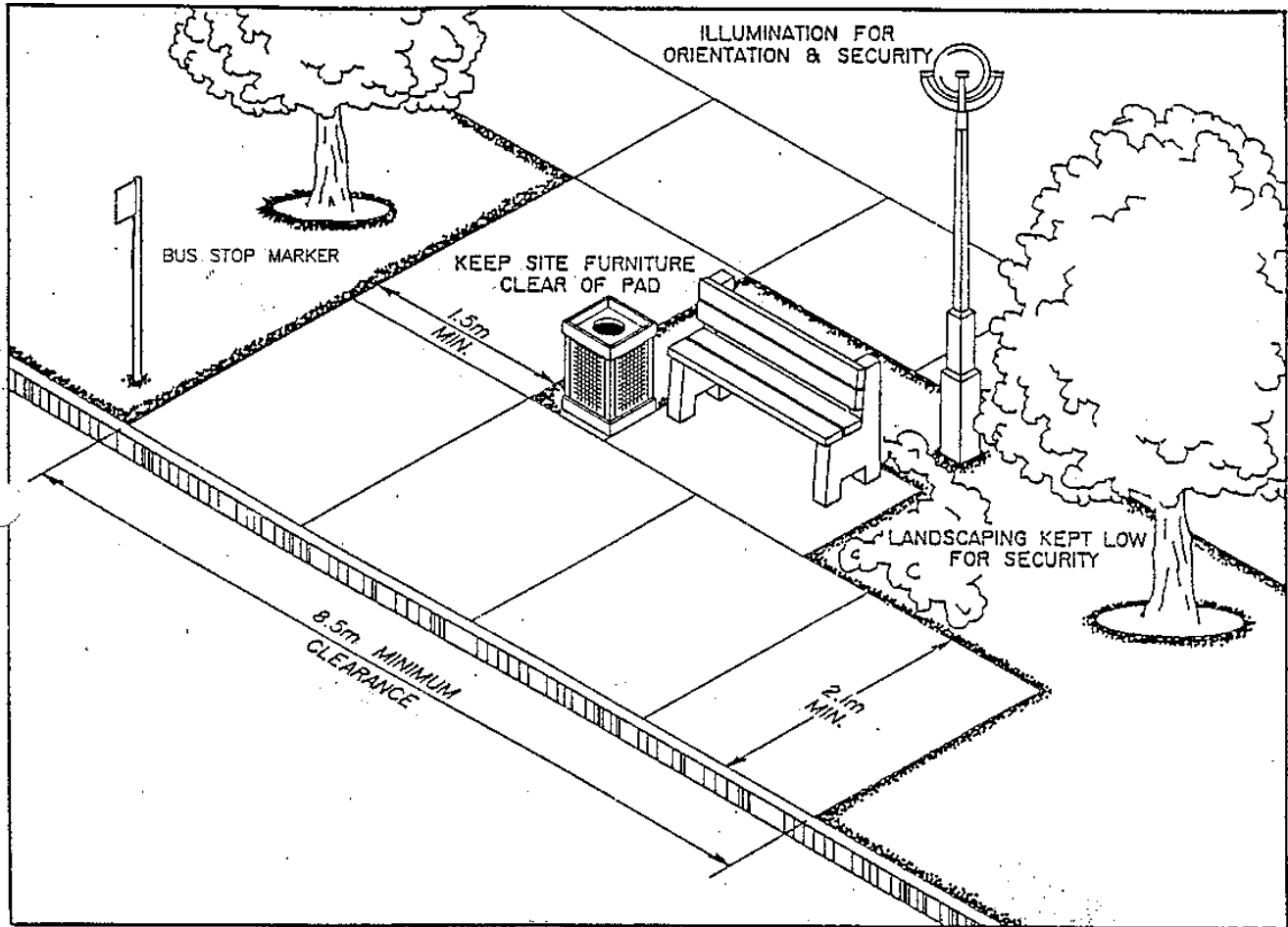


Bus Stop and Passenger Waiting Area Design

General Points:

- Accessible travel paths should follow the shortest distance between two points
- Walkways must be well maintained (stable pavement, level, and well drained)
- Walkways must be clear of snow, ice and other debris.
- Street furniture and signage, such as posts, benches, newspaper boxes, garbage receptacles should be located out of the travel path of transit passengers and pedestrians.

FIGURE 7: Typical Bus Stop - Wide Suburban Boulevard



Bus Stop and Passenger Waiting Area Design

General Points:

- Accessible travel paths should follow the shortest distance between two points
- Walkways must be well maintained (stable pavement, level, and well drained)
- Walkways must be clear of snow, ice and other debris.
- Street furniture and signage, such as posts, benches, newspaper boxes, garbage receptacles should be located out of the travel path of transit passengers and pedestrians.

FIGURE 8: Standard Bus Stop (with Shelter) - Distances and Dimensions

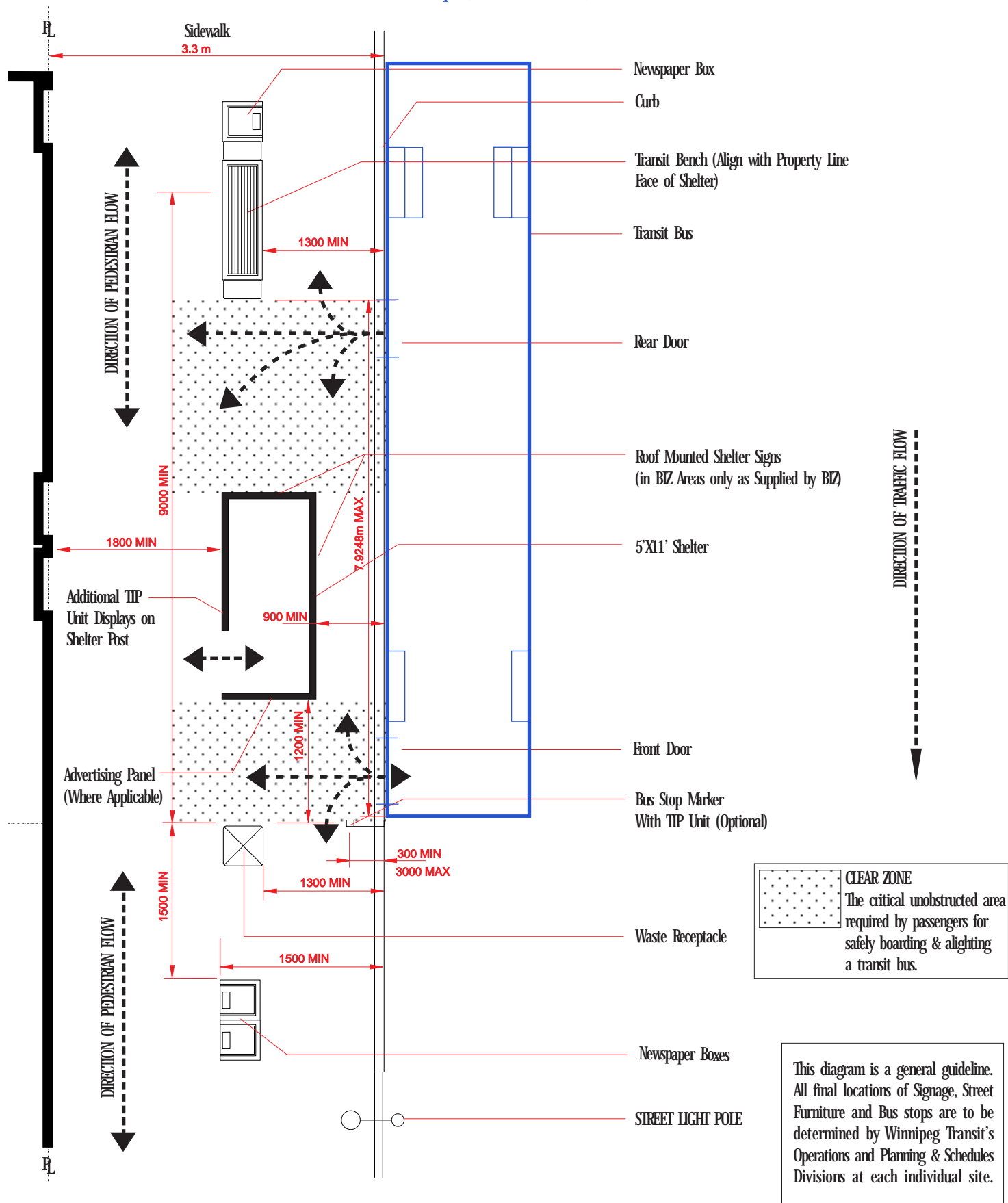


FIGURE 8a: Standard Bus Stop (without shelter) - Distances and Dimensions

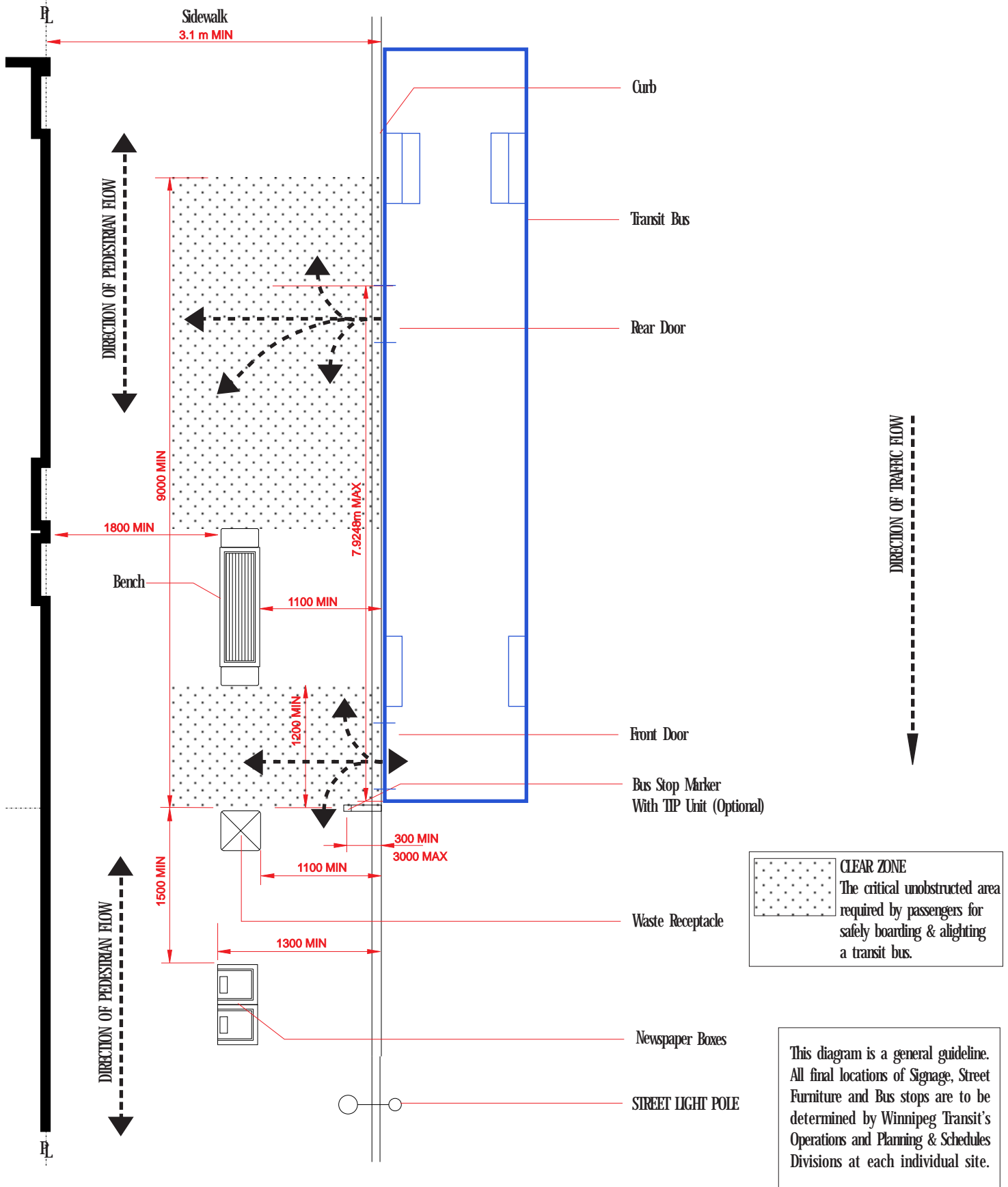
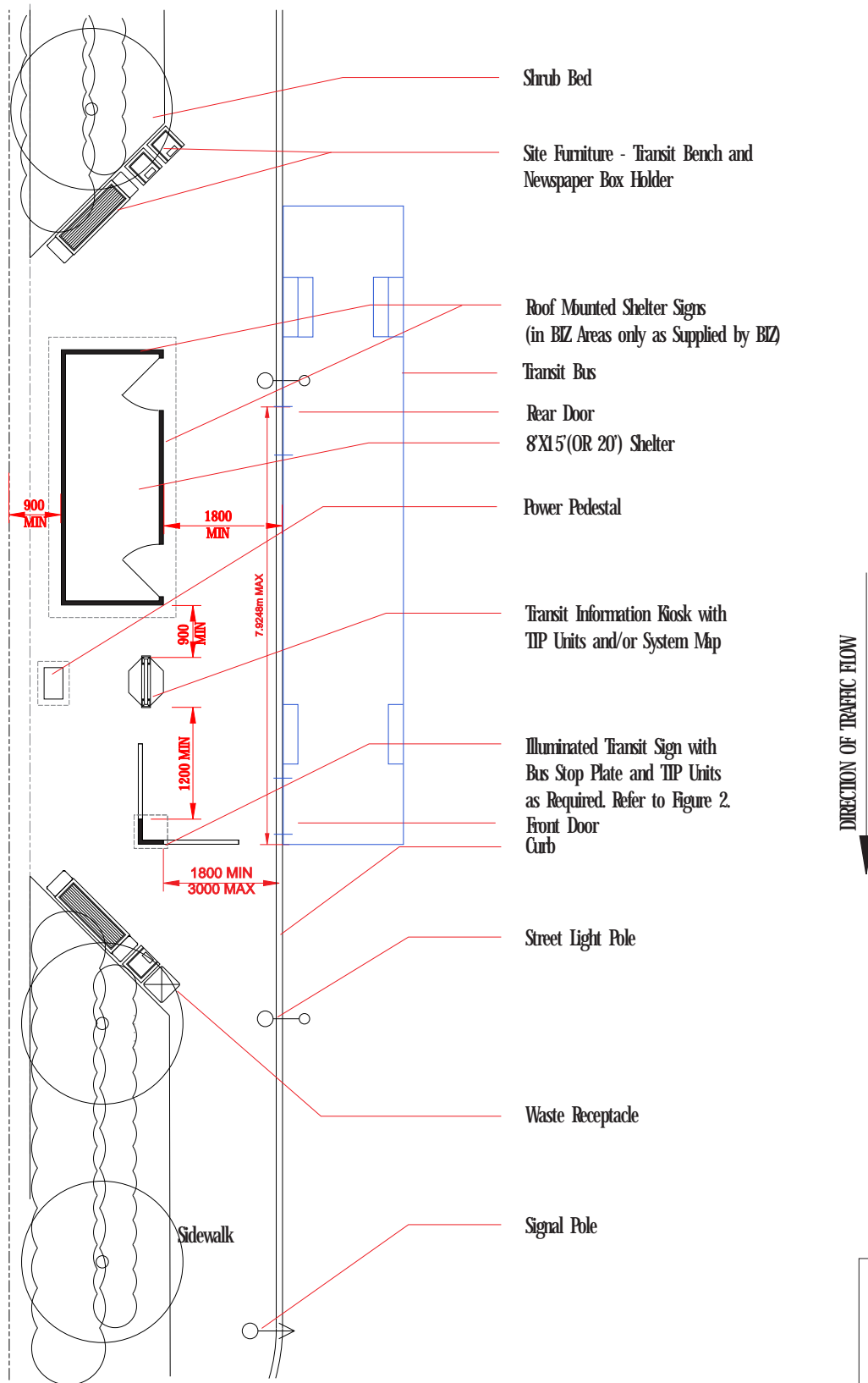


FIGURE 9: Major Bus Stop - Distances and Dimensions



- Shrub Bed
- Site Furniture - Transit Bench and Newspaper Box Holder
- Roof Mounted Shelter Signs (in BIZ Areas only as Supplied by BIZ)
- Transit Bus
- Rear Door
- 8'X15'(OR 20') Shelter
- Power Pedestal
- Transit Information Kiosk with TIP Units and/or System Map
- Illuminated Transit Sign with Bus Stop Plate and TIP Units as Required. Refer to Figure 2.
- Front Door
- Curb
- Street Light Pole
- Waste Receptacle
- Signal Pole

DIRECTION OF TRAFFIC FLOW

This diagram is a general guideline. All final locations of Signage, Street Furniture and Bus stops are to be determined by Winnipeg Transit's Operations and Planning & Schedules Divisions at each individual site.