



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 16-02-01

Bus Bench Advertising

Proposals will be received on or before 2:00 pm (local time)

Thursday, April 21, 2016
(Closing date and time)

Obtaining RFP Documents

RFP Documents and Drawings are available for downloading from the City of Coquitlam's website:
www.coquitlam.ca/BidOpportunities

Printing of RFP documents and drawings is the sole responsibility of the Proponents.

Addenda

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: www.coquitlam.ca/BidOpportunities

Enquiries

All inquiries are to be submitted in writing quoting the RFP name and number sent to email:
bid@coquitlam.ca

Proposals Submissions

The City reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the City and will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau
Purchasing Manager

Issue Date: March 22, 2016

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS	3
1. INSTRUCTIONS TO PROPONENTS	4
1.1. Request for Proposals.....	4
1.2. Background.....	4
1.3. Term of Contract	5
1.4. Closing Date & Time.....	5
1.5. Instructions for Proposal Submission	5
1.6. Inquiries.....	6
1.7. Addenda.....	6
1.8. General Information.....	6
1.9. Privacy	7
1.10. Revenue	7
1.11. Evaluation Criteria	7
1.12. Selection Process	8
1.13. Negotiation.....	8
1.14. Irrevocability and Acceptance of Proposals.....	8
1.15. No Claim	9
1.16. No Contract.....	9
1.17. Conflict of Interest.....	9
1.18. Non-Solicitation.....	9
1.19. Liability for Errors	9

Appendices

Appendix A – Bus Bench Locations

Appendix B – Draft Contract for Bus Bench Advertising

PROPOSAL SUBMISSION FORM

DEFINITIONS

“Advertising Panels” means the display area for advertising media displayed on benches. Advertising panels shall not exceed 1.5 m².

“Contract” “Agreement” means the contract for services or City Purchase Contract that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Contractor” means the company appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both ‘Contractor’ and ‘Proponent’ are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Non-Advertising Bench” means a bench located at a bus stop or other location which does not have 3rd party advertising (i.e. no revenue generating advertising) but may have an advertising panel dedicated to the promotion of bus bench advertising (solely for the benefit of the Contractor and/or Public Service Announcement (solely for the benefit of the City) provided such advertising panels do not exceed 1.5 m².

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“Resting Bench” means a bench which may or may not contain 3rd party advertising and is located at a location other than a bus stop. All “Resting Benches” are to be equipped with a sign to the effect that it is a resting bench and there is no transit service provided at this location.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“3rd Party Advertising Bench” means a bench located at a bus stop or other location which has 3rd party advertising and contains a sign that does not exceed 1.5 m² in surface area (Section 10 (m) iii of Sign Bylaw #3873, 2008).

“Work” shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

1. INSTRUCTIONS TO PROPONENTS

1.1. Request for Proposals

The City of Coquitlam ('City') requests Proposals from professional, qualified, experienced companies for the management of **Bus Bench Advertising**.

The work generally consists of the design, manufacture, installation, ongoing maintenance, cleaning, possible relocation and removal and/or replacement of bus benches at various locations on public streets within the City.

The successful proponent ('Contractor') will enter into a contract with the City for the exclusive right to use the benches for advertising purposes. The Contractor will pay to the City, a monthly fee for the right to use the advertising space on the City bus benches. The City currently has 153 bus benches with advertising panels.

Refer to:

Appendix A – Bus Bench Locations

Appendix B – Draft Contract for Bus Bench Advertising

1.2. Background

The City's most recent contract for revenue sharing for bus bench advertising, installation repair and maintenance has now expired. The contract is currently on a month-to-month basis, and consists of **153** bus benches with Advertising Panels.

Of the 153 bus/courtesy benches within the City of Coquitlam, 59 of these benches are located at bus stops with a bus shelter. Under our new agreement for the bus shelters, these benches must be relocated to a minimum distance of 6.1m clear of the existing bus shelter. In some cases this may result in a bench that can no longer be accommodated at the current location. Proponents will have to determine on their own, which sites this may affect given their bench design, the mounting arrangements and their needs.

At times, the City may require temporary removals of bus benches due to construction activity or for other reasons. Temporary removals shall be provided to the City at no charge within twenty (20) business days advance notice of the required removal.

The City would like to see as many of the current bench locations maintained as possible. In the event a location can no longer have a bench, the Contractor shall consider installing benches at an existing bus stop which does not currently have a bench, or at a shelter.

1.3. Term of Contract

The term of the Contract will be for an **initial five (5) year term**.

At the conclusion of the term, all capital equipment (bus benches) will remain the property of the Contractor.

The term may be renewed for additional terms subject to mutual agreement of the parties as to revenue and services.

1.4. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

Thursday, April 21, 2016

1.5. Instructions for Proposal Submission

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. in the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and 'Send'
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address.

The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.6. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: bid@coquitlam.ca

Questions are to be submitted in writing within 3 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.7. Addenda

Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address:
www.coquitlam.ca/BidOpportunities

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website.

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.8. General Information

Wherever possible, the Cities wish to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.9. Privacy

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.10. Revenue

All Fees proposed shall be all-inclusive stated in (Canadian Funds) and shall remain FIRM for the initial five (5) year term.

1.11. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience and Resources

- Experience, and demonstrated performance providing services of similar size, scope and complexity
- Equipment and resources
- Subcontractors
- References

Technical

- Quality of product offered
- Bench design and features
- Repair, response and maintenance
- Methodology and strategy for growth
- Workplan and schedule

Financial

- Revenue for the City
- Sustainable Benefits
- Value Added Services and Benefits

And, upon selection of one or more lead proponent(s):

- Interviews may be conducted
- references may be contacted
- Verify insurance, Health & Safety Program, WorkSafeBC, and Business License requirements.

1.12. Selection Process

The Evaluation Committee will review the proposals and may consider other criteria that it deems to be relevant. The Evaluation team may also, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

When the City selects Preferred Proponent(s), it may invite them to an interview to confirm the expectations of the City and gain understanding of how those expectations will be met and clarify any outstanding issues. The results of the interviews may further be scored and considered in the evaluation.

Proponents agree that by submission of their proposal, they agree the City may disclose the name of their company. However, no totals, weights, prices or scores will be provided to any Proponent.

1.13. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.14. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept Proposals deemed most favourable in the interest of the City.

The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, Contract documents may be utilized to document the agreement fully and completely.

1.15. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.16. No Contract

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.17. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.18. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.19. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

APPENDIX A

City of Coquitlam RFP No. 16-02-01 - Bus Bench Advertising

Bus Bench Locations (as of Fall 2015)

	Street	Cross Street	Side of Street	Bench	Shelter	At Bus Stop
1	Austin	Hillcrest w/of	North	Yes	Yes	
2	Austin	Hillcrest w/of	South	Yes	No	
3	Austin	Laurentian e/of	South	Yes	Yes	
4	Austin	Laurentian w/of	North	Yes	Yes	
5	Austin	Marmont w/of	North	Yes	Yes	
6	Austin	Mundy	South	Yes	No	
7	Austin	North Road	South	Yes	No	
8	Austin	Poirier	South	Yes	No	
9	Austin	Westview e/of	South	Yes	No	N
10	Austin	Hickey w/of	North	Yes	No	
11	Brunette	Begin e/of	South	Yes	Yes	
12	Brunette	Casey	South	Yes	No	
13	Brunette	Laval e/of	South	Yes	No	
14	Brunette	Lougheed e/of	North	Yes	Yes	
15	Brunette	Lougheed e/of	South	Yes	Yes	
16	Brunette	Marmont w/of	North	Yes	No	
17	Brunette	Nelson e/of	South	Yes	No	
18	Brunette	Nelson w/of	North	Yes	No	
19	Brunette	Schoolhouse e/of	South	Yes	No	
20	Brunette	Schoolhouse w/of	North	Yes	No	
21	Brunette	Wiltshire w/of	North	Yes	No	
22	Chilko	Mariner	South	Yes	No	
23	Chilko	Nadina	South	Yes	No	
24	Chilko	Mara	North	Yes	No	
25	Chiko	Mara	South	Yes	No	
26	Chilko	Riverview	South	Yes	No	
27	Chilko	East Lake	South	Yes	No	
28	Chilko	East Lake	North	Yes	No	
29	Chilko	East Lake 200m w/of	North	Yes	No	
30	Chilko	Silver Lake	South	Yes	No	
31	Clarke	Como Lake s/of	West	Yes	No	
32	Clarke	Kemsley s/of	West	Yes	No	
33	Clarke	Smith n/of	West	Yes	No	
34	Como Lake	Baker e/of	North	Yes	Yes	
35	Como Lake	Blue Mountain w/of	North	Yes	No	
36	Como Lake	Blue Mountain e/of	South	Yes	No	
37	Como Lake	Montrose w/of	South	Yes	No	
38	Como Lake	Dogwood w/of	North	Yes	Yes	
39	Como Lake	Dogwood e/of	South	Yes	No	

APPENDIX A

City of Coquitlam RFP No. 16-02-01 - Bus Bench Advertising

Bus Bench Locations (as of Fall 2015)

	Street	Cross Street	Side of Street	Bench	Shelter	At Bus Stop
40	Como Lake	Gatensbury w/of	North	Yes	Yes	
41	Como Lake	Linton w/of	North	Yes	No	
42	Como Lake	Poirier e/of	South	Yes	No	
43	Como Lake	Porter w/of	North	Yes	No	
44	Como Lake	Schoolhouse w/of	North	Yes	No	
45	Como Lake	Thermal e/of	South	Yes	Yes	
46	Como Lake	Thermal w/of	North	Yes	No	
47	Como Lake	Townley w/of	North	Yes	No	
48	Como Lake	Wasco w/of	North	Yes	No	
49	David	Coast Meridian w/of	North	Yes	No	
50	David	Oxford w/of	North	Yes	No	
51	Foster	Gatensbury	South	Yes	No	
52	Glen	The High w/of	North	Yes	No	
53	Glen	Pipeline w/of	North	Yes	Yes	
54	Glen	Westwood e/of	South	Yes	No	
55	Glen	Westwood e/of	North	Yes	No	
56	Glen	Johnson e/of	South	Yes	No	
57	Guilby	Dansey n/of	East	Yes	No	
58	Guildford	Eagleridge e/of	South	Yes	No	
59	Guildford	Eagleridge w/of	North	Yes	No	
60	Guildford	Falcon e/of	South	Yes	Yes	
61	Guildford	Falcon w/of	North	Yes	Yes	
62	Guildford	Johnson e/of	South	Yes	Yes	
63	Guildford	Johnson w/of	North	Yes	Yes	
64	Guildford	Johnson 500m w/of	North	Yes	No	
65	Guildford	Lansdowne e/of	South	Yes	Yes	
66	Guildford	Lansdowne w/of	North	Yes	Yes	
67	Guildford	Pacific e/of	South	Yes	Yes	
68	Guildford	Pinetree w/of	North	Yes	Yes	
69	Guildford	Pinetree w/of	South	Yes	Yes	
70	Johnson	Delahaye n/of	East	Yes	No	
71	Johnson	Delahaye s/of	West	Yes	No	
72	Johnson	Durant n/of	East	Yes	No	
73	Johnson	Durant s/of	West	Yes	No	
74	Johnson	Glen s/of	West	Yes	Yes	
75	Johnson	Glen n/of	East	Yes	No	
76	Johnson	Guildford n/of	East	Yes	Yes	

APPENDIX A

City of Coquitlam RFP No. 16-02-01 - Bus Bench Advertising

Bus Bench Locations (as of Fall 2015)

	Street	Cross Street	Side of Street	Bench	Shelter	At Bus Stop
77	Johnson	Guildford s/of	West	Yes	Yes	
78	Johnson	Packard s/of	West	Yes	Yes	
79	Johnson	Packard s/of	East	Yes	Yes	
80	Johnson	Panorama s/of	West	Yes	Yes	
81	Johnson	Panorama s/of	East	Yes	No	
82	Johnson	Panorama Elem. School	South	Yes	No	
83	Johnson	Panorama Elem. School	North	Yes	No	
84	Johnson	Parkway s/of	East	Yes	Yes	
85	Johnson	Parkway s/of	West	Yes	Yes	
86	Johnson	Valleyvista n/of	East	Yes	No	
87	Johnson	Walton n/of	East	Yes	No	
88	Johnson	Walton s/of	West	Yes	No	
89	Hillcrest	Austin n/of	North	Yes	No	
90	Lansdowne	Charter Hill	South	Yes	No	
91	Lansdowne	David s/of	West	Yes	No	
92	Lansdowne	David s/of	East	Yes	No	
93	Lansdowne	Guildford n/of	East	Yes	No	
94	Lansdowne	Turret w/o	North	Yes	No	
95	Lincoln	Pinetree e/of	South	Yes	Y	N
96	Lougheed	Alderson w/of	North	Yes	Yes	
97	Lougheed	Como Lake n/of	East	Yes	Yes	
98	Lougheed	Como Lake s/of	West	Yes	Yes	
99	Lougheed	Guilby w/of	North	Yes	No	
100	Lougheed	Guilby w/of	South	Yes	No	
101	Lougheed	Schoolhouse w/of	North	Yes	No	
102	Lougheed	Westwood w/of	North	Yes	Yes	
103	Lougheed	Westwood w/of	South	Yes	Yes	
104	Mariner	Austin n/of	East	Yes	Yes	
105	Mariner	Como Lake n/of	East	Yes	Yes	
106	Mariner	Como Lake s/of	East	Yes	Yes	
107	Mariner	Como Lake s/of	West	Yes	Yes	
108	Mariner	Dewdney Trunk s/of	West	Yes	Yes	
109	Mariner	Hawser s/of	West	Yes	No	
110	Mariner	Hickey n/of	East	Yes	Yes	
111	Mariner	Lighthouse s/of	West	Yes	No	
112	Mariner	Mara n/of	East	Yes	Yes	
113	Mariner	Mariner Park s/of	East	Yes	Yes	

APPENDIX A

City of Coquitlam RFP No. 16-02-01 - Bus Bench Advertising

Bus Bench Locations (as of Fall 2015)

	Street	Cross Street	Side of Street	Bench	Shelter	At Bus Stop
114	North Road	Austin n/of	East	Yes	No	
115	North Road	Cameron s/of	East	Yes	Yes	
116	North Road	Cottonwood s/of	East	Yes	Yes	
117	North Road	Delestre n/of	East	Yes	Yes	
118	North Road	Foster n/of	East	Yes	Yes	
119	North Road	Foster s/of	East	Yes	Yes	
120	North Road	Lougheed n/of	East	Yes	Yes	
121	Panorama	Eagle Mountain	North	Yes	No	
122	Panorama	Noons Creek	South	Yes	No	
123	Panorama	Sandstone	South	Yes	No	
124	Parkway	Turnberry	South	Yes	No	
125	Parkway	Turnberry 500m s/of	South	Yes	No	
126	Pinetree	Anson s/of	East	Yes	Yes	
127	Pinetree	David s/of	East	Yes	No	
128	Pinetree	David n/of	East	Yes	No	
129	Pinetree	Douglas College n/of	East	Yes	Yes	
130	Pinetree	Glen s/of	West	Yes	Yes	
131	Pinetree	Glen n/of	East	Yes	No	
132	Pinetree	Guildford n/of	East	Yes	Yes	
133	Pinetree	Lincoln n/of	East	Yes	Yes	
134	Pinetree	Lincoln s/of	West	Yes	Yes	
135	Pinetree	Robson s/of	West	Yes	No	
136	Pinetree	Robson n/of	East	Yes	No	
137	Pinetree	Silverthrone s/of	West	Yes	No	
138	Plateau Blvd	Chartwell	North	Yes	No	
139	Plateau Blvd	Maplewood	South	Yes	No	
140	Plateau Blvd	Timber	South	Yes	No	
141	Poirier	Winslow n/of	East	Yes	No	
142	Poirier	Winslow n/of	West	Yes	No	
143	Robson	Pinetree w/of	North	Yes	No	
144	Robson	Pinetree e/of	South	Yes	No	
145	Spuraway	Mariner	North	Yes	No	
146	United Blvd	Burbidge w/of	North	Yes	No	
147	United Blvd	Burbidge w/of	South	Yes	No	
148	United Blvd	Clipper e/of	South	Yes	Yes	

APPENDIX A

City of Coquitlam RFP No. 16-02-01 - Bus Bench Advertising

Bus Bench Locations (as of Fall 2015)

	Street	Cross Street	Side of Street	Bench	Shelter	At Bus Stop
149	Westwood	Anson s/of	West	Yes	Yes	
150	Westwood	Christmas s/of	West	Yes	No	
151	Westwood	Crabbe s/of	West	Yes	Yes	
152	Westwood	Dewdney s/of	West	Yes	No	
153	Westwood	Lincoln s/of	West	Yes	Yes	



APPENDIX B

DRAFT CONTRACT

City of Coquitlam
RFP No. 16-02-01

BUS BENCH ADVERTISING 2016 - 2021

THIS AGREEMENT is made this 1st day of _____, 2016.

BETWEEN:

CITY OF COQUITLAM

A municipal corporation with its offices at 3000 Guildford Way
Coquitlam, British Columbia V3B 7N2

(hereinafter called "Coquitlam") OF THE FIRST PART

AND:

The "CONTRACTOR"

(hereinafter called the "Contractor") OF THE SECOND PART

Table of Contents

	<u>Page</u>
Definitions	5
1. Bus Bench Advertising	7
2. Term.....	7
3. Revenue to the City.....	8
4. Undertakings and Covenants Regarding Provision of Bus Benches	8
5. Design, Construction and Installation	10
6. Maintenance and Repair of Bus Benches	11
7. Codes and Laws	12
8. Advertising.....	12
9. Removals	12
10. Discrimination/Harassment	13
11. Repeated Damage	13
12. No Other Charges.....	13
13. Ownership of Bus Benches.....	13
14. Termination	13
15. Dispute Resolution.....	14
16. Indemnification	15
17. Insurance.....	15
18. Unforeseeable Events	16
19. Independent Agent/Assignment/Subcontractors.....	16
20. Notice	17
21. Assistance and Inspection	17
22. Assignment of Contract.....	18
23. Suspension of Work by City.....	18
24. City’s Termination of Contract.....	18
25. Oral Agreements	19
26. Non-Waiver.....	19

Table of Contents (cont'd)

	<u>Page</u>
27. City's Right to Correct Deficiencies.....	19
28. Character of Workers.....	19
29. Permits and Regulations.....	20
30. Injury or Damage to Persons or Property.....	20
31. Notice to Proceed	20
32. General.....	21

Definitions

Unless otherwise specifically provided to the contrary, for the purposes of this Agreement the terms defined in this clause have the following meanings:

- (a) "Activity" means any Coquitlam-related street or utility construction or other similar activity to be performed on any Street by Coquitlam, its employees, contractors or consultants;
- (b) "Advertising" means the commercial advertising posters, signs, messages and other materials sold to a third party advertiser or its agent and posted by the Contractor on a Bus Bench (as hereinafter defined);
- (c) "Advertising Panels" means the display area for advertising media displayed on benches. Advertising panels shall not exceed 1.5 m².
- (d) "Advertising Space" means the commercial space available on a Bus Bench for the posting of advertising;
- (e) "Bus Bench" means a commercial Bus Bench containing panels for Advertising designed, manufactured, constructed, installed, operated and maintained by Contractor or its agents and Subcontractors in accordance with this Agreement;
- (f) "Bus Bench Site" means a bus stop occupied by a Bus Bench that the City has the right of possession.
- (g) "City" "Coquitlam" means the City of Coquitlam;
- (h) "Contract" "Agreement" means this Agreement as it may from time to time be supplemented or amended and in effect;
- (i) "Complete" or "Completion" means, for each Bus Bench, the completion of all permitting, construction, installation and wiring of a Bus Bench, including the costs of removing an existing Bus Bench, after which a Bus Bench is fully operating and fit for use as a commercial Bus Bench and for the purposes contemplated by this Agreement;
- (j) "Completion Date" means, for each Bus Bench, the date the Bus Bench Advertising has been completed;
- (k) "General Manager" "GM" means the General Manager, Engineering and Public Works for the City of Coquitlam, or designate, or such other person as, from time to time, may be duly authorized and appointed in writing by Coquitlam;

- (l) “Non-advertising Bench” means a bench located at a bus stop or other location which does not have a Third (3rd) party advertising and has no revenue generating advertising, but may have an advertising panel dedicated to the promotion of bus bench advertising (solely for the benefit of the Contractor) and/or Public Service Announcement (solely for the benefit of the City) provided such panels do not exceed 1.5 m².
- (m) “Resting Bench” means a bench which may or may not contain 3rd party advertising and is located at a location other than a bus stop. All “Resting Benches” are to be equipped with a sign to the effect that it is a resting bench and there is no transit service provided at this location.
- (n) “Revenue” means the monthly fee paid to the City for each bench;
- (o) “Street” means a public road, highway, bridge, viaduct, lane, boulevard, sidewalk or any other way normally open for the use of the general public for the passage of vehicles or people in Coquitlam;
- (p) “Subcontractor” means any person, firm or corporation having a contract from Contractor for the execution or provision of part or parts of the Work (as herein defined);
- (q) “Third (3rd) Party Advertising Bench” means a bench located at a bus stop or other location which has 3rd party advertising and contains a sign that does not exceed 1.5 m² in surface area (Section 10 (m) iii of the City Sign Bylaw #3873, 2008).
- (r) “Work” means, unless the context otherwise requires, the whole of the work, services, materials, labour and matters required to be done, furnished and performed by Contractor under this Agreement; and
- (s) “Year” means each 12-month period of the term commencing on the date of this Agreement.

1. Bus Bench Advertising

1.1 THE CONTRACTOR COVENANTS AND AGREES WITH COQUITLAM THAT IT WILL supply, provide, install, repair and maintain the bus benches and **BUS BENCH ADVERTISING** in accordance with the following documentation in order of precedence:

- 1.1.1. Contract No. 16-02-01 - Bus Bench Advertising;
- 1.1.2. Subsequent email, correspondence and clarifications;
- 1.1.3. Proposal submitted by (CONTRACTOR) dated (INSERT DATE);
- 1.1.4. All Addenda issued;
- 1.1.5. City of Coquitlam Request for Proposals (RFP) No. 16-02-01 dated (INSERT DATE).

1.2 THE CONTRACTOR COVENANTS AND AGREES THAT THE BUS BENCH ADVERTISING will include the following requirements:

- 1.2.1 Deliver, supply, install, maintain, repair and replace all bus benches;
- 1.2.2 Market, sell and place advertisements on the bus benches;
- 1.2.3 Pay to Coquitlam a monthly revenue fee for all bus benches. The monthly fee will incorporate changes and additions to the inventory of bus benches over the contract term;
- 1.2.4 Supply all personnel and resources needed to supply, install, repair and maintain bus benches and the bus bench advertising;
- 1.2.5 Collaborate and respond to Coquitlam requirements as required.

2. Term

2.1 The term of the Contract will be for an initial five (5) year term ('the Term'). At the conclusion of the Term, all capital equipment (bus benches) will remain the property of the Contractor.

2.2 The term may be renewed for additional terms subject to mutual agreement of the parties as to revenue and services.

3. Revenue to the City

In exchange for the repair, maintenance and the right to place advertising on the bus benches, the Contractor will pay to the City a monthly revenue fee in accordance with the following terms:

(a) For each Bus Bench Site in the City of Coquitlam, the Contractor will pay to the City:

(i) a guaranteed price each month for each Bus Bench, at the monthly rate of:

Year	2016	2017	2018	2019	2020
Fee per Bench per month	\$	\$	\$	\$	\$

(b) The payment of the Rental Fee will be made in the following manner:

(i) during the Term of this Agreement, as of the first day of each month, commencing the month following the date shown on the first page of this document;

(c) The parties agree that the revenue amounts listed in SCHEDULE A include delivery, supply, installation, repair, maintenance and advertising of the bus benches and any other items necessary for the successful management of the Bus Bench Advertising and associated Services.

4. Undertakings and Covenants Regarding Provision of Bus Benches

(a) Coquitlam hereby:

(i) grants to Contractor the exclusive right to manage Bus Benches on public streets within Coquitlam, including the design, manufacture, installation, operation and maintenance of Bus Benches at sites acceptable to both parties; and the exclusive right to sell, post and remove advertising thereon; and to conduct all operations contemplated by this Agreement and activities related to the Work;

(ii) agrees that it will assist the Contractor in obtaining the necessary approvals and permits for the Bus Benches and the activities related to the Work from other relevant levels of government and third parties;

- (iii) agrees not to hinder or obstruct the Contractor in the performance of the Work;
- (iv) agrees, to the extent that it is within its lawful authority or control:
 - (A) not to place or permit newspaper boxes, mailboxes, third party garbage receptacles, benches, trees, plants, planters or other similar items or devices to be placed in close proximity to Bus Benches;
 - (B) to cause the relocation of any newspaper box, mailbox, garbage receptacle, bench, planter or other similar item or device under Coquitlam's control which is obstructing access or viewing, as determined by the Contractor, acting reasonably, of a Bus Bench; and
 - (C) the Contractor and Coquitlam together will create guidelines relating to the appropriate placement of bus benches. The exact placement of the bus benches will be dependent upon the model of Bus Bench installed at each location, and the placement of the Coquitlam owned receptacles will be determined to ensure reasonable visibility of the advertising faces and access to the Bus Benches for maintenance purposes.
- (b) The Contractor hereby agrees:
 - (i) To supply, install, repair and maintain no less than (INSERT NUMBER) of Bus Benches containing Advertising on public streets in Coquitlam;
 - (ii) Install bus benches a minimum distance of 6.1m clear of existing bus shelters;
 - (iii) To temporarily remove or relocate bus benches due to construction activity or for other reasons at no charge with twenty (20) business days' notice;
 - (iv) To work with the Coquitlam to create neighbourhood identity zones by varying the colour of the Bus Benches;
 - (v) To provide throughout the Term, ten percent (10%) of available Advertising Space for Coquitlam's use or for the use of charitable or community groups designated for that purpose by Coquitlam (the "Designates"). This Advertising Space is to be provided at no cost to Coquitlam or its Designates;
 - (vi) to provide Coquitlam with an updated inventory of Bus Bench locations at the end of each year of the term in a digital format acceptable to the City.

- (c) It is understood and agreed by the parties that the 10% of the Advertising Space referred to in clause 4(b) (v) and 4(b) (vi) is provided subject to the following:
 - (i) Coquitlam will provide the Contractor with written notice of its or its Designates' advertising requirements;
 - (ii) The written notice must be received by the Contractor no more than ninety (90) days and no fewer than thirty (30) days prior to the commencement date of the Advertising Period for which the advertising space is required by Coquitlam or its Designate;
 - (iii) The requested advertising space must be unsold at the time the written notice is received by the Contractor;
 - (iv) The requested advertising space under 4(b) (v) shall only be used to promote Coquitlam sponsored events, activities, tourism and investment in Coquitlam;
 - (v) Advertising copy must be provided to the Contractor seven (7) days prior to the posting date;
 - (vi) The costs of producing, delivering and the Posting Fees for the advertising copy for Coquitlam or its Designate shall be the responsibility of Coquitlam or its Designate, respectively;
 - (vii) The advertising copy provided by Coquitlam and its Designate shall be of a technical quality consistent with that normally displayed by the Contractor; and
 - (viii) If Coquitlam does not use or designate its annual allotments of advertising as outlined above, it will not be entitled to carry over any unutilized allotment to subsequent years.

5. Design, Construction and Installation

- (a) The Contractor will inspect each potential new Bus Bench Site to determine its suitability for a Bus Bench using criteria such as: setback from the curb, vehicle traffic circulation, distribution, marketability of the advertising, usage by transit riders and other factors determined by the Contractor.
- (b) The Bus Benches installed by the Contractor shall be of good quality, strong and safe for use during the Term and shall comply with the design guidelines outlined in SCHEDULE B as mutually agreed to by the parties.

- (c) The Bus Benches installed by the Contractor shall be vandalism resistant, free draining and slip deterrent.
- (d) The Contractor shall perform the Work in a manner that meets all legal requirements for the provision of a safe workplace. Without limiting the generality of the foregoing, the Contractor shall comply with the safety standards and regulations of WorkSafeBC, including the safeguarding of workers by ensuring protective gloves, footwear and high visibility vests and other appropriate clothing and equipment are used. The Contractor hereby agrees that it is hereby designated the “Prime Contractor” in respect the the operations of the Bus Benches at all Bus Bench Sites and shall perform or cause to be performed all obligations of the “Prime Contractor”, relating to the operation of the Bus Benches, under the Workers Compensation Act (BC) and all regulations under that Act.
- (e) the Contractor shall protect from damage all public and private utilities encountered during the Work and shall repair any damage caused by the Contractor or any of its contractors, agents or employees.

6. Maintenance and Repair of Bus Benches

The Contractor will, at its own cost:

- (a) Maintain the Bus Benches in a safe condition, in good repair and appearance. Maintenance shall include: wiping the bench, removing paint and marker graffiti, and the removal of litter from the Bus Bench Site when cleaning crews are on site;
- (b) Inspect each Bus Bench on a regular basis;
- (c) Wash each Bus Bench as required;
- (d) Repair or replace any minor damaged or defaced items on a Bus Bench within forty –eight (48) hours of notification from Coquitlam; damage which creates or causes a Bus Bench to present a risk of injury to the public shall be repaired or the item or unit replaced immediately;
- (e) In the event that any Bus Bench or bench is substantially or totally destroyed, the Contractor shall remove it within twenty-four (24) hours and replace it within 30 days; and
- (f) Affix a decal or decals on the Bus Bench containing the Contractor's name to record public concerns about the state of the Bus Bench or the Advertising thereon; respond to all calls from the public within two working days; provide an

emergency response number for the use of Coquitlam, local RCMP and the fire department; and report regularly to Coquitlam with details of such calls and the response of the Contractor.

7. Codes and Laws

The Contractor will comply with all laws, bylaws, codes, rules and regulations relating to the design, manufacture, installation, operation and maintenance of the Bus Benches, the posting of Advertising thereon and the operation and activities contemplated by this Agreement.

8. Advertising

- (a) The Contractor will not post any Advertisement on a Bus Bench which is obscene or libelous or which contravenes the Canadian Code of Advertising Standards.
- (b) The City retains the right to review any Advertisement that is placed on a Bus Bench pursuant to this Agreement. Coquitlam is not obliged to review any such Advertisement and Coquitlam's failure to review or comment upon any Advertisement will not be considered by the Contractor as an admission that such Advertisement conforms to the requirements of this Agreement.
- (c) In the event that an Advertisement has been placed on a Bus Bench and is found by Coquitlam not to comply with the advertising restrictions identified above, the Contractor shall remove it within twenty-four (24) hours of being so requested in writing by Coquitlam.

9. Removals

- (a) The Contractor will remove, repair or make safe any damaged Bus Bench if deemed by the General Manager to be hazardous to public safety and within one (1) working day of receipt of written notice to do so, otherwise Coquitlam will have the right to remove the Bus Bench and the Contractor will be responsible for all of Coquitlam's reasonable costs incurred.
- (b) Upon twenty (20) business days written notice from Coquitlam, the Contractor must temporarily remove any Bus Benches specified in the notice to accommodate an Activity; however, except for those cases where the condition of a Bus Bench is deemed to be hazardous as defined under clause 9 (a).
- (c) If Coquitlam determines that a Bus Bench must temporarily be removed to accommodate non-Coquitlam construction projects or other third party activities, Coquitlam will contact the Contractor in writing, to request the temporary removal of the Bus Bench. Coquitlam will require the third party to contact the

Contractor to pursue the removal of the Bus Bench within twenty (20) business days of receipt of such a request from the third party.

- (d) In the event that the South Coast British Columbia Transportation Authority or Coast Mountain Bus Company permanently removes a bus stop from a Bus Bench Site, the Contractor shall remove its Bus Bench, within 30 days of receipt of the notice from Coquitlam that the bus stop is being permanently removed. In the event of a transit Bus Bench having to be removed due to a bus stop being permanently removed by TransLink or Coast Mountain Bus Company, Coquitlam and the Contractor agree to first look at opportunities to relocate the affected Bus Bench to a site of equal or better value.

10. Discrimination/Harassment

The Contractor will not discriminate or tolerate harassment or abuse on the basis of creed, race, religion, colour, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability in the performance of the Work or the awarding of contracts to Subcontractors.

11. Repeated Damage

If a Bus Bench is subject to repeated damage due to vandalism, weather, motor vehicle accidents or any other cause, the Contractor may remove the Bus Bench at its own expense and move the Bus Bench to another site mutually agreed upon by the parties.

12. No Other Charges

Coquitlam will neither charge nor claim from the Contractor, directly or indirectly, any fees, taxes, rents, royalties, assessments or other charges for any Bus Bench or Bus Bench Site other than the monthly revenue fee as provided herein.

13. Ownership of Bus Benches

Coquitlam acknowledges and agrees that the Bus Benches are and shall at all times remain the sole property of the Contractor.

14. Termination

If either party is in material default under this Agreement (the "Defaulting Party") the other party (the "Non-defaulting Party") will be entitled to terminate this Agreement after having given ninety (90) days' written notice of its intention to do so, and provided the Defaulting Party has not undertaken suitable corrective action within thirty (30) days of receipt of such notice, and if the Contractor:

- Fails to make delivery of the services;
- Fails to remit to the City the monthly revenue fees;
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City;
- Fails to meet the City's standard of expected and agreed level of service and performance;
- Be adjudged bankrupt or makes general assignment for the benefit of creditors.

15. Dispute Resolution

- (a) Each party will appoint a representative for the purpose of resolving disputes under this Agreement and will notify the other party in writing of the name, telephone number and fax number of the representative and of any change of that representative.
- (b) If Coquitlam and the Contractor dispute any part of this Agreement, or their respective performance under it, the parties will undertake the following process:
 - (i) the representatives appointed under sub clause 14(b) in good faith will use its best efforts to resolve the dispute within seven (7) days, or other time period to which the parties agree, after the receipt of written notice of the dispute given from one party to the other;
 - (ii) if the dispute cannot be resolved within the time period referred to in sub clause (i) above, each party will appoint a senior representative not previously involved in the matter in dispute, who
 - (A) in good faith will use its best efforts to resolve the dispute within forty-five (45) days, or the time period to which the parties agree; and
 - (B) for the purpose of resolving the dispute, will jointly select a qualified, independent mediator who is experienced in the resolution of commercial disputes.
 - (iii) each party will bear its own costs of the mediation process.
- (d) If Coquitlam and the Contractor cannot resolve a dispute using the mediation process set out above, they may, by mutual agreement, choose to undertake to resolve the dispute using a single arbitrator in accordance with the following process:

- (i) within fourteen (14) days after the receipt of written notice of the intention to arbitrate from one party, each party will appoint an independent appointment agent who will jointly appoint a professional, independent arbitrator, who is experienced in the matters in dispute, as the single arbitrator,
 - (ii) if the appointment agents do not appoint the arbitrator within the time period set out above, the arbitration will be before a single arbitrator, and
 - (iii) each party will bear its own costs of the arbitration process, including all costs of the party's appointment agent.
- (e) If the parties do not agree to arbitrate, either party may choose to resolve any dispute by using other avenues available through courts of law in British Columbia located in metro Vancouver area.

16. Indemnification

While this Agreement is in full force effect, the Contractor agrees to indemnify Coquitlam and save its employees, agents and authorized representatives (the "Indemnified Parties") harmless from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (collectively referred to as "Claims") that the Indemnified Parties may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its Subcontractors, servants, agents or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Indemnified Parties.

The terms and conditions of the above shall survive notwithstanding the completion of the Work and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

The indemnity provided in the above clause shall not in any way be limited or restricted by insurance or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

17. Insurance

The Contractor shall purchase, effect, maintain and keep in force during the term of this Agreement, with a company lawfully authorized to do business in British Columbia, Commercial General Liability (CGL) insurance protecting the Contractor, Coquitlam and Coquitlam's employees, officers, agents and servants against claims for damages

because of bodily injury, including death, property damage, third party claims, public liability claims and other damages, which may arise out of or result from the use of the Bus Benches, the services and the Works.

This insurance shall be for not less than Five Million Dollars (\$5,000,000.00) for each occurrence; shall include the City of Coquitlam as an additional insured; and shall provide that the insurance is primary coverage for such claims regardless of other existing insurance that may cover all or some of the claims. Certificates of Insurance acceptable to Coquitlam shall be filed with Coquitlam prior to commencement of Work. The insurance policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Coquitlam. If the policy is canceled or allowed to expire, the Contractor will provide replacement insurance so as to prevent any gap in coverage during the term of this Agreement.

18. Unforeseeable Events

Notwithstanding any other term of this Agreement, the parties shall not be deemed in default with respect to the performance of or compliance with any of the terms, covenants, agreements, conditions, or provisions of this Agreement if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostility, sabotage, act of God or otherwise beyond the control of the parties. If the Contractor has locked out its employees or its employees are on strike, the Contractor agrees to provide maintenance to the Bus Benches during such lock-out or strike.

19. Independent Agent/Assignment/Subcontractors

- (a) In carrying out its obligation under this Agreement, the Contractor is acting independently and its employees and the employees of its Subcontractors and agents are not servants or employees of Coquitlam.
- (b) Notwithstanding any other provision of this Agreement, the parties agree that the Contractor may delegate or subcontract its obligations under this Agreement to trade subcontractors and materialmen as and to the extent customary in the Bus Bench advertising business, including to architects, engineers, designers, construction contractors, fabricators, installers, maintenance firms and other persons, in each case so long as the Contractor remains fully responsible for their performance.

- (c) The Contractor is responsible to Coquitlam for the acts and omissions of its Subcontractors and of their employees to the same extent that it is responsible for the acts or omissions of persons employed directly by it. Nothing in this Agreement shall create any contractual relation between a Subcontractor and Coquitlam.

20. Notice

Any notice, direction, request or other communication required or contemplated by any provision of the Agreement will be given in writing and delivered to the following address:

- (a) To City of Coquitlam at:

3000 Guildford Way
Coquitlam, British Columbia V3B 7N2

Fax:
Email:
Attn:

- (b) To the Contractor at:

At:

Fax:
Email:
Attn:

A delivery received after 4:30 p.m. on a business day will be deemed to be delivered on the following business day.

21. Assistance and Inspection

- (a) Coquitlam will give the Contractor all reasonable support and assistance in order to complete the Bus Benches including, without limitation, assisting in site selection and obtaining all necessary municipal permits required.
- (b) The General Manager shall be Coquitlam's representative during the term of this Agreement and shall observe the Work in progress as deemed appropriate, from time to time. The General Manager shall have authority to act on behalf of Coquitlam only to the extent expressly provided for in this Agreement.

- (c) The General Manager, acting reasonably, shall have the authority to inspect the Work, said inspection to be completed promptly and without causing unreasonable delay to the Contractor's completion of the Work.
- (d) The Contractor shall allow the General Manager access and shall provide adequate facilities for access to all phases of the Work at all reasonable times. If the General Manager or specific laws, regulations or any public authority having jurisdiction, requires any portion of the Work to be tested or approved, the Contractor shall give the General Manager advance notice of such testing or approval.
- (e) The acceptance or lack of comment on the part of the General Manager of methods employed by the Contractor shall not relieve the Contractor of its responsibility for any errors in the Work and shall not be regarded as an acceptance of responsibility for the Work.

22. Assignment of Contract

The Contractor shall not sell, transfer, assign or otherwise dispose of this Agreement or any portions thereof, or its right, title or interest therein, or its obligations hereunder, except to a Subcontractor as provided herein or to another wholly-owned division of the Contractor, without the written consent of Coquitlam. The Contractor shall not, by reason thereof, be in any way relieved from its responsibility for the Work but shall continue to be responsible for the same in the same manner as if the said Work had been performed by the Contractor. A list of its Subcontractors will be provided by the Contractor to Coquitlam. Written notice of any proposed sale, transfer, assignment or other disposition is to be provided by the Contractor to Coquitlam.

23. Suspension of Work by City

Coquitlam may, if there is a threat to life, property or the environment, suspend the Work or any portion thereof, and the Contractor shall perform all necessary Work to reduce the threat and shall resume the Work immediately upon written notice from Coquitlam.

24. City's Termination of Contract

Coquitlam will have the right to terminate this Agreement immediately upon delivery of a written Notice of Termination if the Contractor at any time becomes bankrupt, makes an assignment of its property for the benefit of its creditors or if a receiver should be appointed to manage its affairs.

25. Oral Agreements

No oral instructions, objections, claims or notices by either party to the other shall affect or modify any of the terms or obligations contained in this Agreement and none of the provisions of the Agreement shall be held to be waived or modified by reason of any act whatsoever other than by an agreed waiver or modification thereof in writing.

26. Non-Waiver

(a) Any failure by Coquitlam or the General Manager to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement will not constitute a waiver of such terms or conditions in any way or the right of Coquitlam to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions.

(b) No provision of this Agreement which imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor will restrict the general or other responsibilities or liabilities of the Contractor in any way.

27. City's Right to Correct Deficiencies

Upon failure by the Contractor to perform the Work in accordance with this Agreement after three (3) days' written notice from Coquitlam or, after twenty four (24) hours notice, if an emergency or danger to the Work, public or environment exists, Coquitlam may, without prejudice to any other remedy it may have, correct such deficiencies. If at anytime, a Bus Bench is determined by Coquitlam to be creating a situation of imminent danger, Coquitlam may take steps to make safe the Bus Bench and the Bus Bench Site prior to advising the Contractor of the issue. The Contractor shall pay the reasonable costs of work performed by Coquitlam in correcting the deficiencies.

28. Character of Workers

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any supervisor or worker employed by the Contractor or its contractors or subcontractors who, in the opinion of the General Manager does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the General Manager, be removed from the site of the Work immediately and shall not be employed again in any portion of the Work without the approval of the General Manager in writing. The General Manager may take such action based on but not limited to:

(a) Intoxication;

- (b) Use of foul, profane, vulgar or obscene language or gestures;
- (c) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- (d) Willful, negligent or reckless action in disregard of safety, sanitary or environmental requirements, regulations or legislation; or
- (e) Any action which may constitute a public nuisance or disorderly conduct.

29. Permits and Regulations

The Contractor shall, at its own expense, procure and comply with all permits (including a valid City business license), certificates and licenses required by law for the execution of the Work and shall comply with all federal, provincial and municipal laws, regulations and bylaws affecting the execution of the Work.

30. Injury or Damage to Persons or Property

- (a) The Contractor shall use due care and take all necessary precautions to ensure the protection of persons and property. The Contractor shall be liable for any and all injury or damage which may occur to persons, property or the environment due to any act, omission, neglect or default of the Contractor or its employees, workers, agents or Subcontractors.
- (b) The Work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic. Where the Work is to be carried out on highways or properties other than Streets, the Contractor shall familiarize itself with the requirements of Coquitlam or controllers of those highways or properties which pertain to traffic control and safety or which place limitations on the Work, and shall comply with those requirements.

31. Notice to Proceed

Following the execution of this Agreement a written Notice to Proceed with the Work shall be given to the Contractor by Coquitlam. The Contractor shall execute the Work regularly and uninterruptedly in accordance with the agreed upon transition schedule thereafter, unless otherwise directed in writing by the General Manager, in such a manner as to secure completion of the Work contracted for within the time stated in this Agreement.

32. General

- (a) Time shall be of the essence of this Agreement and of the transactions contemplated hereby.
- (b) This Agreement shall enure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.
- (c) This Agreement shall be read and construed with all changes of gender and number as required by the context.
- (d) This Agreement shall be governed by the laws of the Province of British Columbia, Canada.
- (e) All sums of money expressed in this Agreement are in lawful money of Canada.
- (f) The parties agree to execute such further documents and assurances as may be required in order to more fully affect the intent of this Agreement. The signatories to this Agreement warrant and represent that they have the power and authority to bind the respective parties hereto.
- (g) Waiver of a default of a provision of this Agreement by either the Contractor or Coquitlam will not be considered to be a waiver of any subsequent default by that party.
- (h) This Agreement constitutes the entire contractual arrangement between the parties respecting the Bus Benches and supersedes all prior representations, letters and agreements save and except as provided herein. No verbal agreement or conversation with any officer, agent or employee of the parties, either before or after execution of this Agreement, shall affect or modify any of the terms or provisions herein contained.
- (i) The Contractor shall at all times maintain a City of Coquitlam or Tri Cities Intermunicipal business license pursuant to the provisions of the licensing bylaws of Coquitlam.
- (j) The headings in this Agreement are for convenience of reference only and will not affect the construction or interpretation of this Agreement
- (k) Unless otherwise specified, all references to "days" mean calendar days.

- (l) The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF COQUITLAM

Authorized Signatory

Authorized Signatory

(CONTRACTOR)

Authorized Signatory

SCHEDULE A
BUS BENCH ADVERTISING REVENUE

(INSERT REVENUE PAGE)

SCHEDULE B
DESIGN GUIDELINES

(INSERT DESIGN GUIDELINES as mutually agreed upon)



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 16-02-01

Bus Bench Advertising

Proposals will be received on or before 2:00 pm local time on
Thursday, April 21, 2016
(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be uploaded electronically through Qfile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. in the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the Proposal submission process. If assistance is required phone 604-927-3060 or fax 604-927-3035.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form

Submitted by: _____
(Company name)

1. REVENUE

Bus Bench Advertising Revenue

All service provided is to be in accordance with all governing regulatory authorities within the City of Coquitlam. **Revenue proposed is to be firm for the initial five (5) year term of the contract** and be all inclusive.

Year	2016	2017	2018	2019	2020
Fee per Bench per month	\$	\$	\$	\$	\$

2. METHODOLOGY

Proponents are to provide their target for increasing the number of bus benches within the City.

Year	2016	2017	2018	2019	2020
Number of Benches located at bus stops with existing Shelters					
Number of Benches at bus stops without Shelters					
Number of resting benches					

3. STRATEGY FOR GROWTH

Describe your strategy for growing the number of benches including distribution.

4. WORKPLAN AND SCHEDULE

Provide your plan and schedule for installing and transitioning to confirm with the required 6.1 metre clear zone from existing transit shelters.

5. CLEANING REPAIR AND MAINTENANCE

Describe the cleaning repair and maintenance program including schedule for inspection. This should include both preventative maintenance and responsive maintenance and repairs. Include hours of operation.

6. RELOCATION OR TEMPORARY REMOVAL OF BENCHES

The City may require removal of bus benches due to construction activity or for other reasons. The Proponent confirms removals shall be provided to the City at no loss to compensation with no greater than twenty (20) business days’ notice of the removal.

Confirm how many days’ notice the Proponent would require for removal or relocation without cost to the City. Also provide cost for immediate or quicker response, if any:

7. BENCHES

Proponents are to submit with their proposal any literature, specifications, colour options and pictures for the bus benches proposed.

	FEATURES	CONFIRM (YES/NO) AND DESCRIBE
1	Composition – materials, fabrication, stain resistant, weather resistant	
2	Design – free draining, sleep deterrent	
3	Vandalism Resistant	

8. SUBCONTRACTORS

The following Sub-contractors will be utilized in provision of the services and will comply with all the terms and conditions of this RFP:

	Type of Service	Company Name
1.		
2.		
3.		

9. SUSTAINABLE PRACTISES AND INITIATIVES

Describe all initiatives, policies or programs that illustrate your efforts towards sustainable practises, products offered, and responsibility in providing the services.

(Social/Ethical, Environmental, Economic/Financial)

10. VALUE ADDED

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City.

11. CONFLICT OF INTEREST

Proponents must disclose information regarding any business or personal relationships that may be perceived to be a conflict of interest.

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12. EXPERIENCE AND REFERENCES

Proponents shall be experienced, qualified and successfully completed or are currently providing Services similar in size, scope and complexity:

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

13. NON-COMPLIANCE

Fully describe any deviations to the requirements outlined in this RFP with which your company is unable to comply.

14. ACCEPTANCE

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: _____ days.

15. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

16. AUTHORIZATION

We hereby submit our Proposal for the services as specified and undertake to carry out the Services in accordance with all referenced Terms & Conditions, Regulations and Codes, Specifications, and information provided in this RFP.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
	Signature:
Date:	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.