



REQUEST FOR PROPOSALS
FOR THE PROVISION OF
PLACING OF ADVERTISING ON TRANSIT VEHICLES
RFP 2021 – 002

RFP CLOSING

DATE: Friday April 2, 2021

TIME: 2:00 PM local time

QUERY END DATE: Friday March 26, 2021 at 2:00 PM local time

LOCATION:

**South Central Ontario Region Economic
Development Corporation (SCOR EDC)**

**4 Elm Street
Tillsonburg, Ontario,
Canada, N4G 0C4
Email: scor@scorregion.com**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

ADVERTISING ON TRANSIT VEHICLES

Table of Contents

1.0	INSTRUCTIONS TO PROPONENTS	3
1.1	Interpretation.....	3
1.2	Proposal Submission	4
1.3	Inquiries, Clarification and Addenda	5
1.4	Withdrawal of Proposals	6
1.5	Confidentiality	6
1.6	Claims or Damages	7
1.7	Lobbying and Conflict of Interest	7
1.8	Indemnification.....	7
1.9	AODA Obligations.....	8
1.10	Proponents Responsibility	8
1.11	Reserved Privileges of the Town	8
1.12	Proposal Evaluation	9
1.13	Award and Execution of Agreement.....	11
1.14	Payments.....	13
2.0	TERMS OF REFERENCE.....	14
2.1	Introduction	14
2.2	Goals of Providing Advertising.....	14
2.3	Term of Contract.....	14
2.4	Contractor Responsibilities	14
2.5	Municipal Responsibilities.....	15
2.6	Advertising Specifications	15
2.7	Possible Exterior Ads on All Vehicles:	16
2.8	First Aid Equipment:.....	16
2.9	WHMIS	16
3.0	CONTENTS OF SUBMISSION	17
3.1	Proponent Information and Declaration Form	19
	APPENDIX A. VEHICLES, ADVERTISING POLICY & SUMMARY OF INTER COMMUNITY PROJECTS.....	1
	Inter Community Bus	1
	Intown T:GO Bus.....	2

ADVERTISING ON TRANSIT VEHICLES

Ride Norfolk Bus3
Policy 11-006: T:GO Advertising Policy.....4
Summary of Inter-Community Transit Projects..... 11

ADVERTISING ON TRANSIT VEHICLES

1.0 INSTRUCTIONS TO PROPONENTS**1.1 Interpretation**

(1) In this RFP, unless expressly provided otherwise, the following definitions shall apply:

TERM	DEFINITION
Accident	Any occurrence, whether preventable or not, whereby any vehicle operated by the Contractor comes into contact with anything other than the tires-to-the-road, and which results in bodily injury and/or damage that may render a transit vehicle inoperable, and shall include any occurrence which results in personal injury to any person
AODA	The Accessibility for Ontarians with Disabilities Act, S.O. 2005, CHAPTER 11 and its regulations including Ontario Regulation 191/11 Integrated Accessibility Standards
Business Day	Monday to Friday, excluding Saturdays, Sundays and Holidays
Contractor or Operator	The organization or individual supplying the services which are the subject of the Contract. The Operator includes the staff of the Contractor, the drivers, the equipment and all services provided by the Contractor to perform the services under the Operating Agreement
Evaluation Committee	A team consisting of members of Town staff and, where considered appropriate by the Town in the exercised of an absolute discretion, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
Holidays	New Year's Day, Family Day, Good Friday, Easter Sunday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labor Day, Remembrance Day, Thanksgiving Day, Christmas Day, Boxing Day or any day proclaimed as a Civic Holiday in the Province of Ontario
Proponent	Any person submitting a Proposal in response to this RFP
Proposal	A Proposal made by a Proponent in response to this RFP
Public Transportation or Coordinator PTC	The Transit Coordinator that is currently responsible for transit operations and planning on behalf of the Town
RFP	This Request for Proposals including the Instructions to Proponents, Terms of Reference, Form of Proposal, and any other Appendices and all addenda to the RFP together with all other documents expressly forming part of the RFP for this project (also collectively referred to as "RFP Documents").

ADVERTISING ON TRANSIT VEHICLES

Service	The public transportation service coordinated by the Town of Tillsonburg, County of Norfolk, City of Owen Sound, City of Stratford, County of Perth, County of Middlesex, Municipality of Strathroy Caradoc, Municipality of Lambton Shores
Service Area	The area upon which Revenue Service is provided
Town	Members participating in this joint procurement including Town of Tillsonburg, County of Norfolk, City of Owen Sound, City of Stratford, County of Perth, County of Middlesex, Municipality of Strathroy Caradoc, Municipality of Lambton Shores and includes any of its designated employees, officials or agents who are engaged to represent the Town in its capacity and also includes any employee designated to exercise a discretion on behalf of the Town

- (2) In the event of a conflict or inconsistency between, or an omission or ambiguity with respect to, any term(s), condition(s), or provision(s) contained in any of the following documents the order of precedence shall follow:
- a) the executed Operating Agreement;
 - b) all addenda to the RFP;
 - c) Instructions to Proponents;
 - d) Terms of Reference;
 - e) Proponents Proposal, as accepted by the Town.
- (3) Notwithstanding subsection 1.1(2) of these Instructions to Proponents, in the event of conflict between any of the provisions, the provision most favourable to the Town, in the Town's determination, shall prevail and apply.
- (4) This RFP and subsequent Agreement shall be interpreted and governed by the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract.

1.2 Proposal Submission

- (1) It shall be understood and acknowledged by the Proponent that while this RFP contains a general description of the requirements, including location constraints, performance requirements, technical specifications, warranty and maintenance requirements and other factors, that any omission or error or misinterpretation of the RFP requirements shall not relieve the successful Proponent of the responsibility to fulfill such requirements.
- (2) Proposals are to be submitted electronically in pdf format to scor@scorregion.com with the subject line of "PLACING OF ADVERTISING ON TRANSIT VEHICLES RFP 2021 - 002" on or before the RFP Closing Date and Time. Late submissions shall not be accepted.

ADVERTISING ON TRANSIT VEHICLES

- (3) It is the sole responsibility of the Proponent to make sure that its Proposal is delivered to the correct location no later than the closing date and time for this RFP and assumes the risk of any and all means of delivery.
- (4) The Town is not obligated to award this RFP. In receiving proposals, the Town accepts no obligation of any kind to accept any proposal. Should the Town receive only one proposal submission, the Town reserves the right to award the Proposal to the Proponent of the sole submission, to recall the request for proposals or to cancel the proposal call in its entirety. No liability shall accrue to the Town for its decision in this regard.
- (5) The Town shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the respondents shall become the property of the Town and will not be returned.
- (6) All prices and revenues quoted in the Proponents Proposal shall include all operating, overhead, disbursements and incidental costs, shall be stated in Canadian funds, and shall be exclusive of Harmonized Sales Tax ("HST").
- (7) Unless otherwise stipulated in this RFP or any addendum thereto, a Proposal shall be irrevocable (i.e. open for acceptance by the Town) for a period of ninety (90) calendar days following the closing date of this RFP.

1.3 Inquiries, Clarification and Addenda

- (1) The Town reserves the right at any time, prior to RFP award,
 - a) to withdraw or cancel the RFP; or
 - b) to extend the time for submission of Proposals; or
 - c) to modify in any manner, any part of this RFP, including the whole or any part of an Appendix, or an addendum,by the publication of an addendum or other notice, and the Town shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent or any other person as a result of its so doing or to compensate any person as a result thereof.
- (2) All inquiries in relation to this RFP shall be directed to **Mrs. Kim Earls, Executive Director, SCOR** kimberly.earls@scorregion.com before the Query End Date.
- (3) Should a Proponent find omissions from or discrepancies in any of the RFP Documents or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent should notify the above designated person without delay. If the designated person determines that such clarification is necessary, written answers or clarifications shall be issued in the form of an addendum. Only answers to issues of substance will be sent out to all Proponents.
- (4) Any addendum or other notice(s) will be posted on the South Central Ontario Region Economic Development Corporation (SCOR) website at www.scorregion.com. It shall be

ADVERTISING ON TRANSIT VEHICLES

the sole responsibility of the Proponents to check for any and all addenda or notices that have been issued for this RFP and to ensure that its Proposal accounts for same.

- (5) Addenda's issued during the bidding period shall become part of the RFP Documents and all addenda must be acknowledged on the Proponent Information and Declaration Form. It is the Proponents sole responsibility to ensure that it has accounted for all addenda or other notices of change or alteration of the RFP in their submission and in any price proposed therein.
- (6) The Town will not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment, or clarification of the RFP information or inference, advice or suggestion from any person (including but not limited to an elected or appointed official, employee, agent, independent consultant or representative of the Town) concerning the Proponents submissions, the RFP, or any other matter concerning the RFP or the project.

1.4 Withdrawal of Proposals

- (1) Withdrawal of a Proposal after its submission to the Town is permitted only prior to the closing time of the RFP. A withdrawal request must be in writing, signed by the Proponent or authorized representative of the Proponent and received by the Executive Director of SCOR at scor@scorregion.com prior to the closing time. Telephone requests will not be considered. It shall be the sole responsibility of the Proponent to ensure that a withdrawal request is properly delivered and received by the Town.
- (2) Withdrawn Proposals will be deleted from the email server.
- (3) The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same RFP.

1.5 Confidentiality

- (1) The Town reserves the right to use any of the ideas presented in any reply to this RFP, unless clearly identified as proprietary. Selection or rejection of the Proposal does not affect that right.
- (2) The Proponent acknowledges that all related correspondence, documentation and information provided shall become a record belonging to the Town and therefore is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c M.56, as amended (MFIPPA)
- (3) MFIPPA provides that an individual, businesses and other organizations have a legal right to request records held by the Town, subject to specific limitations. The Proponent should be aware that it is possible that any records provided to the Town, including but not limited to, pricing, technical specifications, drawings, plans, audio visual materials or information about staff, parties to the bid or suppliers could be requested under this law. If the Proponent believes that all or part of the proposal should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not

ADVERTISING ON TRANSIT VEHICLES

automatically protect the submission from release, but it will assist the Town in making a determination on release if a request is made. The Town will use its best efforts not to disclose any information so marked confidential but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

1.6 Claims or Damages

- (1) The Town reserves the right not to accept a Proposal from any person or corporation which includes any non-arm's length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any proponent or sub-consultants or any vender within the submitted Proposals.
- (2) A Proponent, by submitting a Proposal agrees that it will not claim damages, by any means, in respect to any matter relating to this RFP, the bidding and evaluation process or any subsequent procurement process, if any, resulting from this RFP

1.7 Lobbying and Conflict of Interest

- (1) The Town may reject any Proposal submitted, or cancel any Proposal awarded, in contravention of this section.
- (2) Proponents are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying as an attempt to influence the outcome of this RFP.
- (3) The Proponent shall not discuss or communicate directly or indirectly with any other Proponent regarding the preparation or content of a Proposal.
- (4) Any discussions verbally or in writing with elected officials of the Town prior to the awarding of this RFP by the Town are prohibited and may result in the disqualification of the Proponents submission.
- (5) The Proponent is required to disclose to the Town, prior to submitting a Proposal, any potential or real conflict of interest in relation to its Proposal or its participation in this RFP and fully disclose any details thereof.
- (6) If a conflict of interest exists, the Town may, in its discretion, either withhold evaluation of that Proponent's Proposal until the matter is resolved to the satisfaction of the Town or reject that Proponent's Proposal.
- (7) The failure of any Proponent to comply with this section may result in the disqualification of the Proponent and the rejection of its Proposal.

1.8 Indemnification

The Contractor shall defend, indemnify, and hold harmless the Town, its officers, council members, partners, agents and employees from and against all actions, claims, demands,

ADVERTISING ON TRANSIT VEHICLES

losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability, judgments, claims, suits, demands or expenses which the Town may sustain, suffer or be put to resulting from or arising out of the Contractor's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

The Contractor agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract.

1.9 AODA Obligations

The Proponent shall comply with applicable Regulations of the Accessibility for Ontarians with Disabilities Act, 2005 (the AODA), with regard of the provision of its goods or services contemplated herein, specifically Ontario Regulation 191/11: Integrated Accessibility Standards

The Proponent shall ensure that all its employees, agents, volunteers, or others for whom it is at law responsible and who are involved in providing goods and services to the Town receive training as required by this regulation.

The Proponent acknowledges that pursuant to the AODA, the Town must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

1.10 Proponents Responsibility

- (1) Proponents are required to carefully examine all technical information or details forming part of the RFP or any addenda thereto as provided by the Town. Any estimates, documents, and information provided by the Town shall be deemed to have been provided only as a guide for potential Proponents. The Town shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the Town.
- (2) Proponents shall be responsible for performing their own due diligence (i.e. visiting the site) and no allowance shall be made by the Town for failure of the Proponent to examine carefully all conditions relating to the site.

1.11 Reserved Privileges of the Town

Without limiting or restricting any other right of privilege of the Town, the Town shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

ADVERTISING ON TRANSIT VEHICLES

- a) reject, accept or not consider any or all regular, irregular, unbalanced, informal or non-compliant Proposals;
- b) reject or not consider Proposals from any Proponent who cannot show a reasonable acquaintance with the class of work specified herein;
- c) the Town may reject any Proposal or part of any Proposal, the highest priced Proposal or all Proposals, or may cancel this RFP in whole or in part and require the submission of new Proposals for any reason within its absolute discretion;
- d) when evaluating Proposals and assessing Proposal prices/revenues in the evaluation of Proposals and the awarding of the RFP, the Town will consider its best interests and may exercise reasonable commercial judgment;
- e) the right to open the Proposals and negotiate with a single Proponent, in cases where only one Proposal is received, or to negotiate with a Proponent of the Town's choice, if all Proposals are under budget or too low.
- f) where in the view of the Town, an insufficient number of Proposals have been received in response to this RFP, the Town may publish a further RFP (on the same or revised scope of work from the original request);
- g) the Town may, in accepting any Proposal, impose conditions on such acceptance.

1.12 Proposal Evaluation

- (1) In the event that more than one Proposal is received by the same Proponent, only the last Proposal received will be considered.
- (2) The Proponent acknowledges that the Town may rely on the criteria which the Town deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Town's rights under this section and absolutely waives any right, or cause of action, against the Town and its consultants, by reason of the Town's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.
- (3) An Evaluation Committee will evaluate each of the RFP's received in accordance with the evaluation criteria as set out below using a consensus approach. The Committee reserves the right to enter into further discussions in order to obtain information that will allow the Committee to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.
- (4) The Town reserves the right to interview the top scoring Proponents that submits a Proposal to provide the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. The interviews, if conducted, would be performed by the Evaluation Committee prior to RFP award.

ADVERTISING ON TRANSIT VEHICLES

- (5) The Town may not award this RFP to any Proponent not having the required experience to ensure acceptable performance and completion of the Proposal. Any Proponent submission may be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the sole opinion of the Town. The Town reserves the right to contact references provided by the Proponent and include this information within the total score of the Proponents Corporate Qualifications and Experience criteria.
- (6) Proponents should prepare their Proposals providing straightforward and detailed description of their ability to satisfy the requirements of this RFP. Failure of Proponents to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or may result in the rejection of their Proposal.
- (7) Each Proposal shall demonstrate a thorough understanding of the Terms of Reference and be organized so as to follow the Contents of Submission. The Proponent with the highest total score will be recommended to be selected as the successful Proponent. By responding to this RFP, Proponents agree to accept the recommendations of the Evaluation Committee.
- (8) Selection of a Proponent will be based on, but not solely limited to, the following criteria and weighting:

ITEM	EVALUATION CRITERIA	EVALUATION POINTS
1	Completeness of the Proposal	5
2	Proponent Profile and Qualifications	10
3	Service Initiation Plan (ability to meet timelines)	15
4	Understanding of Requirements and Approach (scope of services, quality control programs, etc)	20
5	Past Performance (required references)	15
6	Value Added	5
7	Revenues	30
	Total	100

- (9) The Town reserves the right to disqualify any Proposal with a technical score (items one through 6) below 45 out of 70.
- (10) The Revenue to be evaluated shall be based on the combined subtotal figures for the Core Services as outlined in the attached pricing forms.

It is the Evaluation Committee's intention to normalize the Proponent Proposed Revenue to ensure that assumptions made by each Proponent are comparable. The normalized figures will be used in the Proposal Revenue component of the evaluation. The highest revenues proposed for the entire project from a qualifying Proposal shall be awarded the

ADVERTISING ON TRANSIT VEHICLES

full amount of points available for the fee portion of the evaluation. All lower revenues proposed shall be awarded points, rounded to the closest full point. Evaluation of the proposed fee for scoring is based on the following formula:

$$\frac{\text{Proposed Bid}}{\text{Highest Bid}} \times (\text{Maximum Points for Proposed Fee}) = \text{Points}$$

For example: if the Highest revenue is \$50,000, 2nd highest revenue is \$40,000 and 3rd highest revenue is \$30,000 their respective scoring would be as follows:

- a. The proponent with the highest revenue of \$50,000 would be awarded 30 points
- b. The proponent with the 2nd highest fee of \$40,000 would be awarded points as follows:

$$\frac{\$40,000}{\$50,000} \times 30 = 24 \text{ Points}$$

- c. The proponent with the 3rd highest revenue of \$30,000 would be awarded points as follows:

$$\frac{\$30,000}{\$50,000} \times 30 = 18 \text{ Points}$$

This formula would be applied to the balance of proposals received.

1.13 Award and Execution of Agreement

- (1) Proponents shall not issue or make any statements or news releases concerning their Proposal, the RFP process, the Town's evaluation of Proposals, or the Town's award or cancellation of the RFP process without the express written consent of the Town.
- (2) The Proponent agrees that the Town shall not be deemed to be the employer of the Proponent nor its personnel under any circumstances whatsoever.
- (3) The successful Proponent shall be allowed ten (10) working days from notification of acceptance in order to acquire and provide the required documentation listed below prior to the execution of the Operating Agreement. If the Proponent for any reason defaults or fails to provide the necessary documentation the Town reserves the right to accept the next most suitable Proponent proposal:

- a) Workplace Safety and Insurance Board

A copy of the Proponents Certificate of Clearance from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of award of the Contract and prior to commencing any work. Clearance Certificates shall be renewed every ninety (90) days (minimum) during the term of the Operating Agreement.

ADVERTISING ON TRANSIT VEHICLES

b) Insurance Requirements

The Successful Respondent shall defend, indemnify, and hold harmless the Town, (“the Insured Municipalities”), their officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made up to the Insured Municipalities and against all loss, liability, judgement, claims, suits, demands or expenses the Insured Municipalities may sustain, suffer or be put to resulting from or arising out of the company’s failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service, required hereunder to be performed or rendered by the company, its agents, officials and employees. Signing the acceptance, the Successful Respondent will be subject to the laws of the Province of Ontario and Canada.

A Certificate of Liability Insurance or a certified copy of the Successful Proponent’s insurance policy acceptable to the Town shall be provided and maintained throughout the duration of this contract. The liability insurance shall be as follows:

- Commercial General Liability Insurance underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million within any policy year with respect to completed operations and a deductible of not more than \$20,000.00. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:
 - a. Cross-liability and severability of interest;
 - b. Blanket Contractual;
 - c. Products and Completed Operations;
 - d. Premises and Operations Liability;
 - e. Personal Injury Liability;
 - f. Contingent Employers Liability;
 - g. Owners Contractors Protective;
 - h. Broad Form Property Damage;
- Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Successful Respondent and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Successful Respondent and used on the work. Each such insurance shall have a limit of liability of not less than \$5,000,000.00 inclusive for any one occurrence. A “vehicle” shall be as defined in the Highway Traffic Act.
- Be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior notice to the Town.

ADVERTISING ON TRANSIT VEHICLES

- Such policies shall name the Insured Municipalities (Town) as an additional insured and held harmless.

c) Health & Safety

The Successful Proponent shall provide the Town, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed.

The Proponent will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of Constructors and duties of employers) and applicable regulations. Health and Safety legislation and Environmental legislation and regulations are considered the minimum requirement the Proponent must meet.

In order to avoid any misunderstanding as to the nature of work to be performed herein, the Proponent unequivocally acknowledges that it is the constructor within the meaning of the OHSA, and the Proponent agrees to undertake and carry out the duties and responsibilities of a constructor with respect to the work.

1.14 Payments

The successful Proponent is required to provide payments on a quarterly basis to each individual Municipality participating in this joint procurement. All payments shall be made using the rates as set out in the Agreement. Payments submitted require a statement of the revenues provided in the preceding quarter, and up to-date within the contract year including a summary of sales and commissions during the same.

ADVERTISING ON TRANSIT VEHICLES

2.0 TERMS OF REFERENCE

2.1 Introduction

The Town (Member Municipalities) is seeking proposals from transit advertising firms for the placement of advertising on the transit vehicles used to inter-community transit services through the service area. This includes the local intown T:GO service for the Town of Tillsonburg and the County of Norfolk Ride Norfolk service. This request for proposal does not include the intown transit services for the City of Stratford or the City of Owen Sound.

Further details on the transit services are provided on the following websites:

- www.ride-sct.ca
- www.perthcounty.ca/en/living-here/community-transportation---perth-county-and-stratford.aspx#
- www.owensound.ca/en/living/guelph-owen-sound-transportation.aspx#

2.2 Goals of Providing Advertising

Advertising is intended to be a mutually beneficial to the Municipality, service clubs, charities and businesses, especially small businesses operating within the service area. The goal for the Municipality is to generate the maximum amount of revenues to offset the costs of operating the transit services, while providing an opportunity for service clubs, charities, local and small businesses that are not necessarily part of a franchise agreement to promote their business or events on the transit vehicles.

2.3 Term of Contract

The Contract will have an initial term until March 31, 2023. The Town may at its option, extend the Contract for up to three additional terms of 12 months each, to be evaluated annually.

2.4 Contractor Responsibilities

The Contractor will:

- Solicit ads from local businesses and national retailers and ensure that all advertisement meets the standard set out in Policy 11-006: T:GO Advertising Policy (attached)
- Work with local service clubs and charities to afford them the opportunity to promote their events and services
- Ensure advertising space on the vehicles are being utilized
- Maximize revenues while ensuring adequate opportunity is provided for service clubs, charities, local and small business advertising
- Place and remove advertising on the transit vehicles

ADVERTISING ON TRANSIT VEHICLES

- Maintain the advertisements on the vehicles in a presentable manner
- Provide quarterly payments to each participating Municipality
- Provide a summary report on advertisers, advertising revenues and commissions

2.5 Municipal Responsibilities

The Town will:

- Ensure the transit service provider is operating the transit service as per the service agreement
- Assist with the coordination of the placement of advertising on the transit vehicles with the service provider
- Collect all revenues and receive all reports submitted and report the same to local advisory boards, committees and Councils
- Provide contact information for the successful proponent on the Town's transit webpage for potential advertisers to inquire about advertising.

2.6 Advertising Specifications

A variety of options are available for advertisers to utilize. Ads placed on the vehicles shall not cover any regulatory signage on the vehicles, the licence plate, CVOR number, or logos. Advertisements covering windows shall not adversely impair the vision of the operators. Ads placed on or over doors or windows are to be cut along the seams of the door or window at the time of installation to allow for the unimpeded operation of the door or window. All exterior ads are to be adhesive stickers or wraps applied and removed by the advertising Proponent. Elevations of the buses are supplied as part of this document, however the bidder shall at their own expense review the vehicles to ensure they completely understand the advertising space available and the routes the vehicles operate on.

- i. **Interior space (rack card) Ride Norfolk vehicles only**
 - a. One row of interior racks, eleven inches (11.5") high in the head line of the interior of each side of each bus, and running end to end of each bus above the windows.
 - b. Interior racks will be supplied, installed and maintained in useable condition by Norfolk County for the purpose set out herein.
 - c. Norfolk County retains the right to enter into agreements for the provision of other interior advertising including, but not limited to, electronic displays.
 - d. The first two (2) feet of interior rack space, on the driver side of the bus, is for use for Norfolk County advertisements and communication purposes exclusively. These spaces shall not be used, traded, or sold commercially by either of the parties hereto.
 - e. In addition, Norfolk County retains the right to place transit information in other interior locations of all Ride Norfolk vehicles.

ADVERTISING ON TRANSIT VEHICLES

- f. Alternate interior bus advertisement designs and non-rack card concepts (i.e. ceiling, floor, or etcetera) must be presented to Norfolk County for approval prior to installation.

2.7 Possible Exterior Ads on All Vehicles:

- a. Full rear
 - b. partial rear ads
 - c. side murals
 - d. full bus wraps
 - e. standard tailboard and side advertising.
1. Alternate exterior bus advertisement designs must be presented to the Town for approval prior to installation.
 2. All wraps must be placed in such a way that they do not obstruct the front windshield, the front door, the driver's window and the first passenger windows behind the front door, plus any logos or regulatory signs on the vehicle.
 3. In addition, the Town retains the right to place transit information on the exterior of all vehicles including but not limited to; transit brand logos, affiliate logos, transit contact information, etc.
 4. The Town cannot guarantee to provide a controlled environment for the installation/application of on board advertising. The Proponent needs to provide this space as required.
 5. The Successful Proponent agrees during the installation or maintenance of the advertisement, to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the installation. It is the responsibility of the Successful Proponent to remove all vinyl and glue residue at the end of every campaign.
 6. The Successful Proponent shall be responsible for repairing damage done to any Transit Vehicle or the surrounding area, during the installation and removal of the advertisement.

2.8 First Aid Equipment:

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and the Highway Traffic Act, plus ensure staff are trained and certified in first aid and CPR to the qualifications required by legislation.

2.9 WHMIS

The Contractor will comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) and/or the Global Harmonized System (GHS) regarding use, handling, storage and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

ADVERTISING ON TRANSIT VEHICLES

3.0 CONTENTS OF SUBMISSION

The Successful Respondent shall provide a detailed description of the sale of advertising services to the Town over the term of this contract period in accordance with the responsibilities outlined in the Terms of Reference: Proponents are encouraged to submit proposals no more than thirty (30 pages) in length, not including appendices. Each submission shall include the following sections, organized and numbered as shown here:

1. Cover Letter
2. Table of Contents
3. Corporate Profile, Experience, and Qualification

Include a brief summary of your firm's background, area of expertise, location of office(s), organization chart, and number of employees. List any sub-contractors you will be using, including their background, expertise, location, and number of employees.

In addition, Proponents shall provide a copy of your company's WSIB clearance certificate.

4. References

Proponents shall include at least three (3) Project Abstracts that outline previous projects where they have provided similar services. The referenced projects shall be of a similar or greater cost/revenue and magnitude and shall have been successfully completed by the Proponent in the past three (3) years. The project descriptions shall include the project value, years of service, location, client names, and contact name, title, email, phone, and address such that Town staff can contact. The Town shall verify references through direct contact.

5. Project Team

Proponents shall provide a brief resume of the project/sales manager and staff that would be directly involved in providing oversight and management of this contract, indicating relevant experience, qualifications, credentials, and notable achievements in the area of this work assignment. More detailed curriculum vitae (CV's) shall be provided as attachments to the submission.

6. Project Understanding and Approach

Proponents are to confirm their understanding of the scope of work and clearly define and/or describe how their proposed approach would meet those requirements. The description of the approach shall include the methodology

ADVERTISING ON TRANSIT VEHICLES

and approach for soliciting advertising from local and small businesses and service clubs.

7. Service Initiation Plan and Schedule

This shall include a plan and schedule outlining how the contractor will fulfill their responsibilities, ad solicitation and placement of ads on the vehicles.

8. Value Added Services Offered

This shall include any value added services for the Town to consider such as environmental initiatives the company is undertaking to reduce greenhouse gas emissions, community and charity support efforts, etc.

9. Pricing Details

Proponents shall provide a cost/revenue breakdown expressed of the contract including commissions. Previous contracts can be used to provide estimates on revenues. The Town realizes that revenues from advertising will change throughout the duration of the contract as the economic conditions change.

10. Form of Proposal - Declaration

Proponents shall attach to their submission the completed and signed Proponent Information and Declaration Form included in this document.

ADVERTISING ON TRANSIT VEHICLES

3.1 Proponent Information and Declaration Form

PROPONENTS must complete this form and include it with their Submission. Please ensure all information is legible.

1.	Bidder's Contact Individual	
2.	Office Phone #	
3.	Toll Free #	
4.	Cellular #	
5.	E-mail address	

(1) Time Open for Acceptance

This offer is irrevocable and is to continue open to acceptance by the Town for a period of **ninety (90) calendar days** after the date and time of this RFP closing. The Town at any time within the above **ninety (90) calendar day** period accept this Proposal whether or not any other Proposal has previously been accepted, upon notice of acceptance in writing to me/us through any of the contact information methods provided on the Form of Proposal page of this RFP.

(2) Addenda

I/We acknowledge that I/We have received addenda numbered ____ to ____ inclusive and that the pricing quoted includes the provisions set out in such addenda.

(3) No Collusion

I/We hereby declare that no person, firm or corporation other than me/us has any interest in this Proposal or in the RFP award for which this Proposal is made. I/We further declare that this Proposal is made without any connection to, comparison of figures, arrangements with or knowledge of, any other corporation, firm or persons making a Proposal for the same work and is in all respects fair and without fraud or collusion.

(4) Conflict of Interest

I/We declare, to the best of my/our knowledge and belief, that no elected or appointed officer or member of committees and or employee of the Town is, has or will have an interest indirectly or directly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Proposal, or in the supply, work or business to which they relate or in any portion of the profits thereof, or in any of the monies to be derived there from.

ADVERTISING ON TRANSIT VEHICLES

(5) **Interpretation**

I/We confirm that I/we have received no oral communication, representation, information, instruction or advice (collectively referred to as “representation”) from any officer, employee, agent, or any other person acting on the behalf of or at the direction of the Town which in any way amends or modifies the content of this Request for Proposals, any addenda thereto, or any performance of services, works, obligations or responsibilities or the exercise of any rights thereunder or with respect thereto. I/We specifically release and waive any right and claim I/we may have to a claim for negligence, misrepresentation, misstatement or otherwise for any oral communication or representation whatsoever.

I/We acknowledge and agree that I/we have not assumed that any information concerning our operations, business or personnel or any other information required to be provided by me/us when submitting our Proposal is known to the Town, regardless of whether such information may be actually previously known to the Town or not.

I/We further acknowledge and agree that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects.

I/We confirm that the party executing this Proponent Declaration is authorized to sign the same.

THIS _____ DAY OF _____ 2021

Per: _____
(Printed Name of Officer)

(Original Signature)

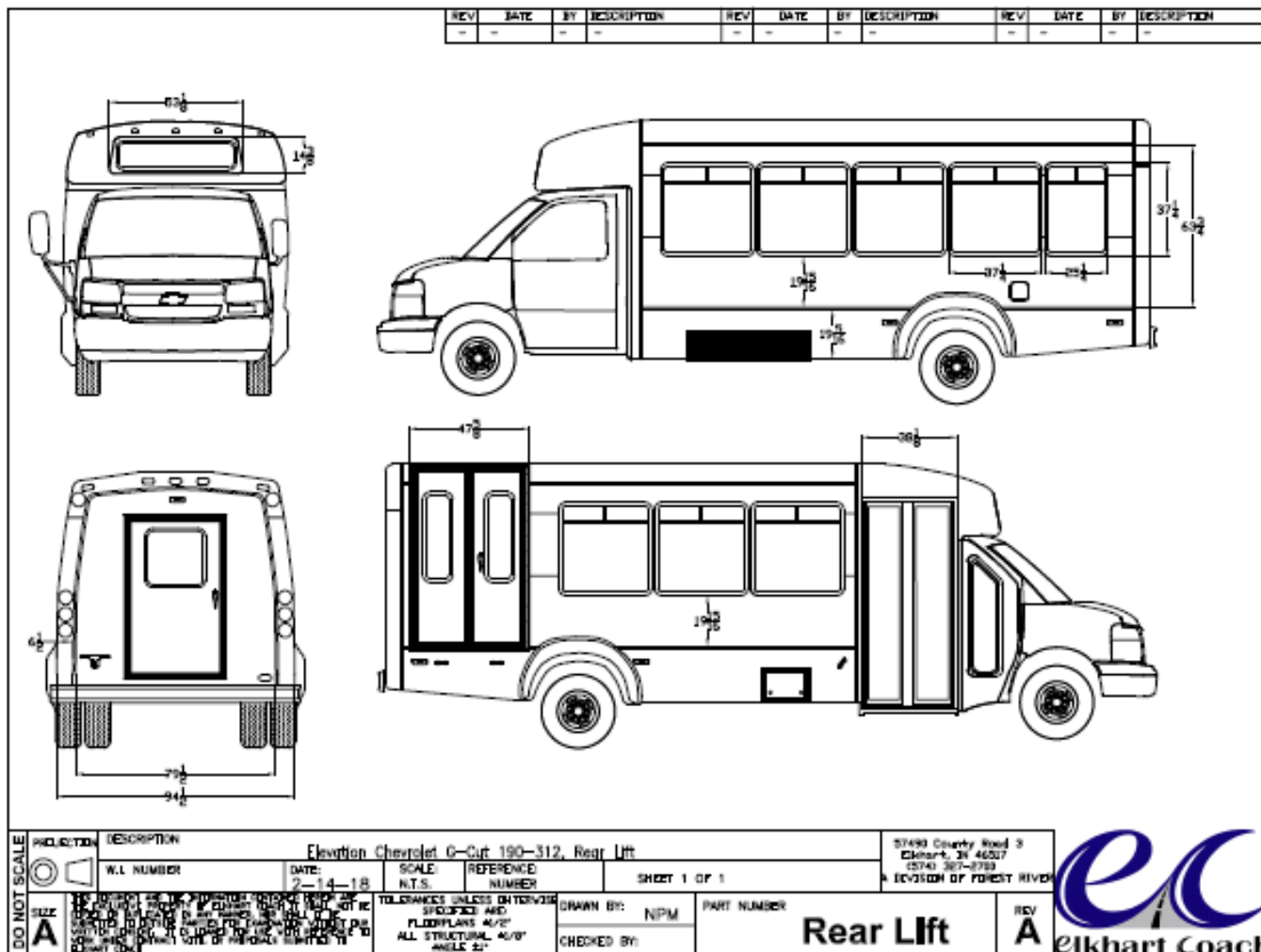
(Position of Signing Officer)

THIS FORM IS A MANDATORY REQUIREMENT FOR THE SUBMISSION

ADVERTISING ON TRANSIT VEHICLES

APPENDIX A. VEHICLES, ADVERTISING POLICY & SUMMARY OF INTER COMMUNITY PROJECTS
Inter Community Bus

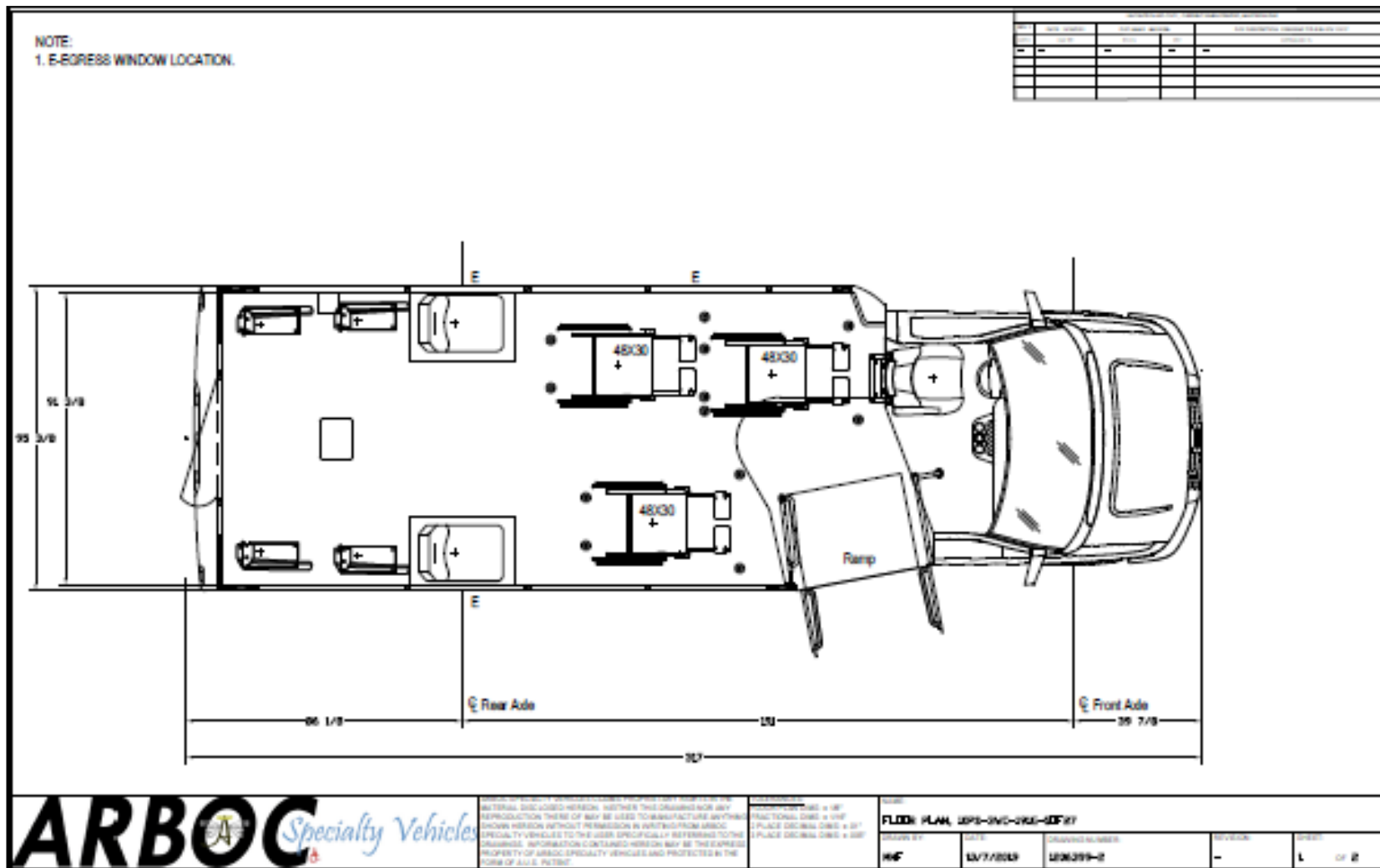
Provided as information only. Proponents must verify all dimensions and space available



ADVERTISING ON TRANSIT VEHICLES

Intown T:GO Bus

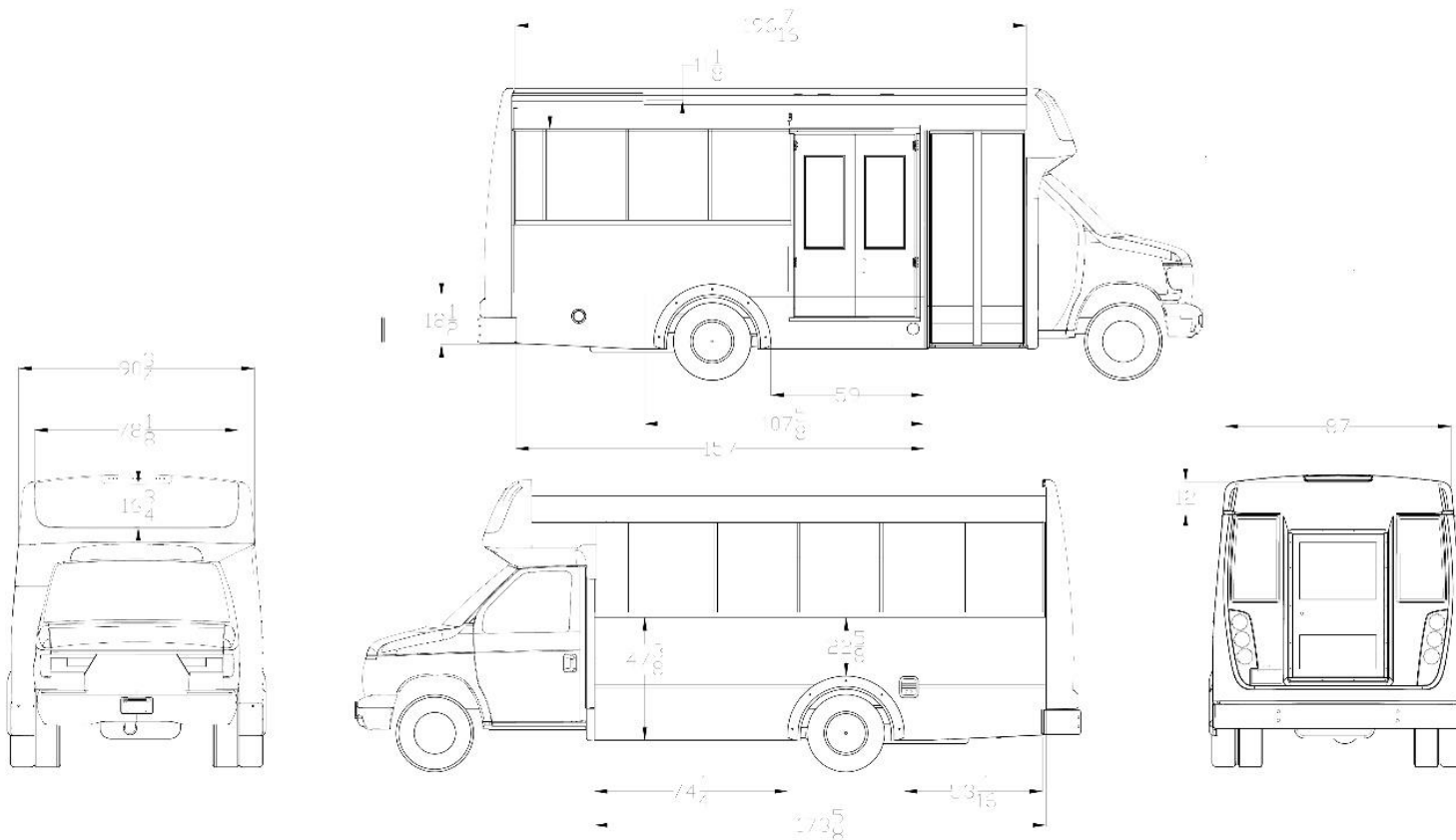
Provided as information only. Proponents must verify all dimensions and space available



ADVERTISING ON TRANSIT VEHICLES

Ride Norfolk Bus

Provided as information only. Proponents must verify all dimensions and space available



ADVERTISING ON TRANSIT VEHICLES

**TRANSPORTATION
Policy 11-006: T:GO Advertising Policy**

Approval Date: July, 13, 2020
Approval Authority: Council, By-Law 2020-072
Effective Date: August 01, 2020

Next Scheduled Review Year: 2025
Department: Operations Services
Last reviewed: Month, n/a
Revision Date/s: n/a
Schedules: n/a

POLICY STATEMENT

The Town of Tillsonburg welcomes and encourages advertising. All advertising shall be consistent with the Town of Tillsonburg's vision, mission, and values, and will not compromise or contradict any by-law or policy of the Town, or negatively reflect on the Town's reputation or public image.

The T:GO Advertising Policy is based on providing guidance on acceptable advertising to be posted on transit vehicles operating under contract with the Town of Tillsonburg.

The Town is guided by the general principles embodied in the *Canadian Code of Advertising Standards*, in determining the acceptance of advertising.

The Town will not accept advertising of questionable taste or which is irritating in its content or method of presentation.

Advertising must not condone any form of personal discrimination, including discrimination on a prohibited ground pursuant to the *Canadian Human Rights Act* and the *Province of Ontario's Human Rights Code*.

Advertising, including advertising of a political or a religious nature, is permitted provided that it meets the requirements of these Standards and of generally accepted advertising standards, including the *Canadian Code of Advertising Standards*. However, all political

ADVERTISING ON TRANSIT VEHICLES

advertising will indicate that the advertisement is paid for by a party or candidate so as to avoid giving the impression that the Town is supporting a given party or candidate.

The Canadian Charter of Rights and Freedoms guarantees everyone the rights and freedoms set out therein, including the right to freedom of expression. In a 2009 court decision, the Supreme Court of Canada ruled that a public transit agency is subject to the Charter in its role as the host of the advertising. In choosing to accept advertising on T:GO vehicles, the Town must not limit the expression of an Advertiser by refusing an Advertisement except as permitted under Section 1 and/or 2(b) of the Charter as applicable.

Advertising that promotes the values of the Town of Tillsonburg shall be encouraged to promote:

Connected – A strong sense of community, a history of engagement and collaboration, and strong connections to surrounding markets based on a strategic location within Southwestern Ontario.

Enriched – A high quality of life evidenced by community centre programs, opportunities to be meaningfully involved, abundance of parks and green spaces, and a rural/ urban influence that combines for a sustainable, comfortable pace.

Inspired – An entrepreneurial spirit and strong work ethic with leadership in agri-business and related ventures and a track record of “Made in Tillsonburg” solutions.

SCOPE

This policy applies to the operation of T:GO Transit for both the In-Town service and the Inter-Community Pilot Project service.

DEFINITIONS

Advertisement is defined as any message (the content of which is controlled by the Advertiser), or proposed message, with the intent to influence T:GO riders’ choice, opinion or behavior, which message is posted (or is to be posted), and includes Advocacy Advertisements and Election Signs.

Advertiser is defined as the entity requesting from the Company to post Advertisements on T:GO operated vehicles or property.

ADVERTISING ON TRANSIT VEHICLES

Advertising Standards Canada is the not-for-profit Canadian advertising industry body committed to creating and maintaining community confidence in advertising and to ensuring the integrity and viability of advertising through industry self-regulation.

Advocacy Advertisement is defined as an Advertisement which presents information or a point-of-view that attempts to influence public opinion on specific political, economic or social issues.

Applicable Laws is defined as any federal, provincial or municipal law, rule, statute, regulation, by-law (including Town of Tillsonburg by-laws), order, ordinance, protocol, policy, notice, direction, judgment or other requirement issued by any government, board, commission or tribunal, or any court or regulation-making entity, or regulatory authority having jurisdiction over advertising. Applicable laws shall include T:GO policies. For greater clarity, Applicable laws include the Ontario Human Rights Code.

Canadian Code of Advertising Standards is the Advertising Standards of Canada Code and is the advertising industry's principal instrument of advertising self-regulation in Canada administered by Advertising Standards Canada. The Advertising Standards Canada Code sets the criteria for acceptable advertising and forms the basis upon which advertising is evaluated in response to consumer, trade or special interest group complaints.

Company is defined as the entity which has contracted with the Town of Tillsonburg for the right to sell advertising space on T:GO Property for the purpose of posting Advertisements.

Election Signs is defined as any sign, including an outsider election sign, advertising or promoting a candidate in a federal, provincial or municipal election, including an election of a local board or commission; or a sign intended to influence persons to vote for or against any candidate or any question or bylaw submitted to the electors under Section 8 of the Municipal Elections Act, 1996.

Operator is defined as the contractor and their employees operating the service through a contract with the Town of Tillsonburg.

Service Area is defined as the Communities served with transit stops including the Town of Tillsonburg.

T:GO Property is defined as all lands, facilities, structures, stations and vehicles owned, leased, occupied, maintained or operated on behalf of T:GO.

ADVERTISING ON TRANSIT VEHICLES

IMPLEMENTATION PROCEDURE**1. Advertising:**

The Town encourages advertising that:

- Recognizes the changing roles of men and women in today's society and reflects this in the distribution of labour, the range of occupations shown and the assignment of roles in the workplace and in the home;
- Portrays people as they are – of varying ages, appearances, ethnic and cultural heritages;
- Portrays people as users, buyers and decision makers, and not as inappropriately dependent upon the product being advertised;
- Uses models for other than solely attention getting purposes, avoiding particularly the display of lightly clothed models whose presence is not relevant to the product being advertised;
- Portrays positive body images of people, avoiding the use of extreme and inappropriate postures that inappropriately accentuate one part of the body, thereby fragmenting that part from the total person; and,
- Promotes the values and vision of the local economy within the Town of Tillsonburg and surrounding area.

The Town will only accept advertising that does not, in the opinion of the Town, disparage any Town service or promote a product by drawing a negative comparison with a Town service, or discourages the use of public transit.

In keeping with the *Canadian Code of Advertising Standards*, in all cases, advertising shall not:

- Demean, denigrate, or disparage any identifiable person, group or persons, organization, profession, product or service, or attempt to bring them into any public contempt or ridicule;

ADVERTISING ON TRANSIT VEHICLES

- Undermine human dignity, or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency among a significant segment of a population; and,
- Appear in a realistic manner to exploit, condone or incite violence, nor appear to condone, encourage or exhibit obvious indifference to unlawful behaviour.

Although the Town is guided by the *Canadian Code of Advertising Standards*, the Town is the sole and final arbiter in all matters relating to advertising acceptance. The Town may refuse, or order removal of any advertising material at any time at its absolute discretion.

2. **Disagreement:**

The following process shall be applied in cases of disagreement between the Company and a potential advertiser:

- Potential advertisers shall deal with the Company directly, and the Company shall interpret the policy. If there is disagreement between the Company and a potential advertiser on policy interpretation, the matter may be referred to the Town;
- A contract must be signed with the Company before the matter will be considered by the Town. In cases where the content of the ad is in dispute, the contract will be signed “subject to approval” by the Town;
- Town staff charged with the responsibility of interpreting and implementing the Town advertising policy may overrule decisions made by the Company.

Should a change in policy be requested or a question of policy interpretation be raised by potential advertisers, the Town may become involved, at its discretion. The Town continues to be the sole and final arbiter in all matters relating to Town advertising acceptance.

Tobacco and Vaping product Advertisements are not acceptable. Any displays depicting the use of tobacco and vaping or consumption of tobacco or vaping products shall be refused.

The Company agrees that advertising is to be accepted based on all current or future policies of acceptable advertising and the Town shall not be held responsible for any loss

ADVERTISING ON TRANSIT VEHICLES

of advertising business as a result of any changes it shall make in its policy regarding the acceptability of certain types of advertising or individual advertisements.

Advertisements of alcoholic products may be accepted so long as permitted by law whether Federal, Provincial or Municipal or the Liquor Licencing Board of Ontario. Notwithstanding the above, the Town may at any time, by providing the Company with 90 days advance notice, alter its policy on the advertising of alcoholic products.

3. Complaints:

A person wishing to make a complaint about an Advertisement posted on T:GO Property may file the complaint with Advertising Standards Canada at www.adstandards.com Should the Operator or the Town receive a complaint of an Advertisement posted on T:GO Property, the Operator and the Town shall direct the complainant to file the complaint with Advertising Standards Canada at www.adstandards.com

In the event that Advertising Standards Canada determines that a complaint is not within its mandate to investigate, the complaint shall be referred to the Town for review to determine whether the Advertisement at issue complies with the Guidelines for Acceptance as set out in this policy.

The Town shall have the right to reject, remove, or to have the Company remove, any Advertisement from Town Property at no cost to the Town.

4. Service Disruptions:

It is understood that best efforts are made to ensure vehicles are operating on the routes as much as possible. In the event of a vehicle with advertising is out of service for whatever reason, there will not be any refund provided.

5. Advertising Terms:

Advertisers must adhere to the following terms through the Company:

- Advertisers will be responsible for ordering, purchasing and delivery of their advertising sign.
- Advertising signs will comply with the specifications set forth by the Company.
- The advertiser will be responsible for all associated costs (materials, labour, artwork, etc.) for the ad(s).
- Approved ads will be installed by the Company.

ADVERTISING ON TRANSIT VEHICLES

- Expired ads will be removed from their locations by the Company.
- Advertising expiration dates will be in the terms of the contract. All contracts will have specified terms with a clear time limit.

The Company shall obtain both local and small business advertisers along with national advertisers to maximize the revenue generated through the best market value for the advertising space. The Company will be paid a commission based on the advertising sales and all other services to be provided. Preference is to be given to local and small businesses in both pricing and scheduling for placement of ads on the bus.

The Town of Tillsonburg reserves the right to schedule advertising space for its own purposes to promote services and public messages as the Town feels necessary.

ADVERTISING ON TRANSIT VEHICLES

Summary of Inter-Community Transit Projects

The following is a brief summary with website links to obtain additional information on the participating Inter-Community transit projects. The number of vehicles shown are for the regular service. There are five (5) spare vehicles used by the service provider that are rotated throughout the service area to facilitate vehicle maintenance.

Ride Norfolk:

Operating Monday to Friday with three (3) buses and one (1) spare. Service is provided throughout Norfolk County as well as to Brantford. Information on this service can be found at <http://www.norfolkcounty.ca/transit/>

Town of Tillsonburg T:GO:

Operating Monday to Friday with one (1) bus operating the In Town T:GO service, two (2) vehicles operating on the Inter-Community Transit service and one (1) spare vehicle. Information on this service can be found at <https://www.tillsonburg.ca/en/live-and-play/tgo-transit.aspx>

Municipality of Strathroy Caradoc:

Operating seven days a week with one (1) bus and one (1) spare bus, this transit service provides service between London and Sarnia. Information on this service can be found at <https://www.strathroy-caradoc.ca/en/living-here/transit.aspx>

County of Middlesex:

Operating weekdays with two (2) buses, this transit service provides service within the Municipality of Thames Centre with connections to Thamesford, Ingersoll, Thamesford, Woodstock and London. The spare vehicle is shared with the Strathroy Caradoc service. Information on this service can be found at <https://www.middlesex.ca/departments/social-services/community-transportation-grant-program>

City of Stratford and County of Perth:

The City of Stratford and the County of Perth have partnered to provide a transit service operating in Perth County with five (5) buses on the routes (Perth County 2 buses, City of Stratford 3 buses) and one (1) spare vehicle. Information on this service can be found at <https://www.perthcounty.ca/en/living-here/community-transportation---perth-county-and-stratford.aspx>

ADVERTISING ON TRANSIT VEHICLES

Guelph Owen Sound Transit (GOST):

Operating seven days a week with one (1) bus and one (1) spare, this transit service provides service between Owen Sound and Guelph. Information on this service can be found at <https://www.owensound.ca/en/living/guelph-owen-sound-transportation.aspx>

Huron Shores Area Transit:

Operating seven days a week with two (2) buses and two (2) spare vehicles, service connects Lambton Shores, Kettle and Stoney Point, Bluewater, North Middlesex and South Huron to London and Sarnia. Information on this service can be found at <https://www.huronshorestransit.ca>