

November 28, 2006

VIA EMAIL or fax (20 pages)

**ADDENDUM NO. 4**

**REQUEST FOR PROPOSAL NO. 9103-06-7316  
CLOSING: 12 NOON (LOCAL TIME), January 10, 2007**

**For Co-ordinated Street Furniture Program**

Please refer to the above Request for Proposal in your possession and be advised of the following:

**A. Revisions:**

1. Refer to Section 4.2 of the RFP, Page 36, first paragraph at the top of the page and add the following:

**The proposal must achieve at least 50 % of the available points in each of: Design Element, Table B; Technical, Functional & Maintenance Element, Table C; and Qualification Element, Table E, all found in Appendix E, to be considered further.**

2. Refer to Section 5.3 of the RFP, page 40, first sentence. Add the following sentence:

**Under this section the Vendor must confirm that it will provide the program scope of work as set out in Section 3.0 of the RFP, specifically Section 3.8, New and Replacement Street Furniture and the minimum maintenance performance requirements as set out in Section 3.16, Maintenance Requirements.**

3. Refer to Section 5.3 (b) of the RFP, page 40. Add the following sentence:

**Provide three (3) references and contact numbers for the purpose of verifying the Vendor's experience and track record of success.**

4. **Refer to Appendix D of the RFP and replace with the attached revised Appendix D, Financial Submissions Forms, 1) City Revenues.**

**The Amendments allow Vendors to propose different percentages of gross advertising revenues to the City by year and also establish minimum requirements for the percentages.**

5. **Refer to Appendix E of the RFP and replace with the attached revised Appendix E, Proposal Evaluation Tables.**
6. Refer to Section 5.2 (e)(vi), page 39 of the RFP and delete the following:  
**“Form 5 (Lobbying Disclosure) completed as indicated, if applicable;” and Form 5 of Appendix C of the RFP.**
7. Refer to Section 5.3 (d) of the RFP, page 40 and replace with the following:
  - d) **Describe experience and demonstrated ability in the design, manufacture, installation, and maintenance of street furniture for public sector clients in an urban environment.**
8. Refer to Section 5.3 (e) of the RFP, page 40 and replace with the following:
  - e) **State the names, addresses and contact persons of all local designers, design firms and consultants that would be used in the performance of the Agreement.**

## **B. Questions and Answers:**

- Q1 Would the City consider granting an extension to the closing of 30-45 days?
- A1 **At this time, the City is not contemplating an extension to the closing due to the necessity to have a new contract in place by September 1, 2007.**
- Q2 Can the City provide e-format appendix files for processing rather than being required to submit hand-written forms?
- A2 **The City requires hard copies of these documents to ensure their validity.**
- Q3 In order to avoid any possible confusion or misinterpretation on our part, please confirm that any proposal that does not meet the mandatory requirements of the RFP, including the provision of the full scope of equipment and services as specified in the RFP and modified by Addendum No. 2, will be rejected per Section 4.2 (Selection Process) of the RFP document.

A3 **Refer to Section A(1) of this Addendum.**

Q4 Re: Section 8(g) on page 46 titled "Business/Realty Taxes".

We are aware that the City currently collects tax revenue on transit shelters. Does the City levy a tax on the Eucan Waste Recycling Bins, the Creative Outdoor Benches and the Astral Info Pillars? If the answer is yes, then please provide the amount of tax revenue collected for the most current year by individual street furniture element and provide details on how these street furniture elements are assessed.

A4 **Taxes are not collected by the City on the Eucan Bins, Creative Outdoor Benches or the Astral Pillars.**

Q5 Appendix B "Draft Street Furniture Agreement" Section 1: Definitions "Gross Revenues"

It is common industry practice that the definition of gross revenue is calculated prior to deducting any fees, commissions, licensing expenses, operating expenses payable by the Company with the exception of agency commissions on gross billings of up to 15%. Will you confirm that the definition of gross revenue shall also include the exception of agency commissions on gross billing of up to 15% and shall also not include:

- (a) advertising space provided to the City/BIA without charge as part of the Agreement;
- (b) free shelter advertising services provided by the Company to a charitable or not-for-profit organization;
- (c) any receipts received by the Company in the nature of a tax refund or credit by any public body that is not directly attributable to the provision of shelter advertising services by the Company;
- (d) any judgment, awards, settlements or amounts, received under any policy of insurance resulting from any loss or damage to the property or business of the Company except that, to the extent that the receipts represent compensation for any loss of Gross Revenues, they will be included in the Gross Revenues; and
- (e) any receipts received by the Company in the nature of repayment of equipment financing amounts paid by the Company on behalf of its customers to allow such customers to purchase equipment from third party equipment vendors provided that the Company may only exclude receipts that include a reasonable market interest rate of return to the Company.

- A5 **The City is prepared to permit the exceptions of agency commissions on gross billings of up to 15% and those as listed (a) to (d) in the question. Vendors may consider the definition as set out in the draft Agreement, Appendix B of the RFP, to include these exceptions.**
- Q6 The scoring methodology for design is not clear. Can the City provide a clear and concise method of scoring, related to design? As currently written, a vendor has no way of determining what rating system is being applied to design criteria making the scoring potentially arbitrary or based upon a “beauty in the eye of the beholder” logic.
- A6 **Appendix E, Table B of the RFP sets out the evaluation criteria for the design that will be considered and the weighting. The City is establishing an independent design jury of recognized design professionals to evaluate the proposals pursuant to the RFP. This design evaluation follows standard approaches used in the design industry for such circumstances.**
- Q7 Will Eucan and Astral be responsible for the maintenance of their respective street furniture products until the expiry of their respective contracts?
- A7 **Yes.**
- Q8 Who will be responsible for the removal of the street furniture currently under the Astral and Eucan contracts with the City of Toronto?
- A8 **Astral and Eucan are expected to be responsible for removal from City Streets at their sole expense, pursuant to the terms of their respective agreements with the City.**
- Q9 Will all revenues derived from sales contracts on the info kiosks and litter bins belong to the respective companies?
- A9 **Yes, with the exception of that portion which is payable to the City. Revenues derived from sales contracts related to these elements will continue to be administered pursuant to their respective agreements.**
- Q10 For the duration of the respective contracts, the sales on these two street furniture fixtures will be in direct competition to the successful proponent of the newly executed contract. How will the City compensate the proponent of the new contract in the interim?
- A10 **The City will not compensate the Successful Vendor. Prospective Vendors are reminded that the advertising space on elements installed under these existing**

**contracts will not be deducted from the total available to the Successful Vendor, provided that the other advertising and design criteria are met (see Section B, A43 of Addendum No. 2).**

Q11 The existing street furniture, more specifically Eucan litter bins could have an effect on the rollout schedule (Page 15 of the RFP Document) as it relates to new litter/recycling bins. Has the City considered the implications this may have on the successful proponent?

A11 **The Rollout Schedule contained in Section 3.8 of the RFP takes into account the expiry of the current litter bin contract.**

Q12 Section 13.3 of the RFP Document refers to the primary advertising display not to exceed the standard 4 foot by 6 foot dimension.

Within the current Astral Media Pilot Project there are 24 information kiosks currently on the street. Five of the units or 10 faces have an advertising display of 4 feet by 12 feet. Will these five units be “grandfathered”?

As a follow up to Q41 and Q44 in Addendum No. 2, will the existing Info kiosks currently on the street, having an advertising area of 4 feet by 12 feet be “grandfathered”?

A12 **For clarity, only one of the permitted 25 information pillars under the pilot project are on City streets. The remainder are on adjacent City lands (parks, etc.). This matter was addressed in Section B, A42 of Addendum No. 2. The City has clearly indicated it will continue to honour all terms and conditions of existing agreements until their expiry.**

Q13 Who will determine the day to day administration of the multi-publication structures, more specifically who assigns which newspaper publishers will occupy the individual boxes contained within the overall structure?

A13 **The City in consultation with the Successful Vendor and publication box owners will determine which publications will occupy each given structure.**

Q14 Does the City anticipate the successful proponent receiving any rental fees from the newspaper publishers who occupy the individual boxes with their respective publications?

A14 **No.**

Q15 Will the successful proponent be responsible for administrating all the leasing arrangements and or applicable fees with various newspaper companies for the rights to have the news boxes on the City streets?

A15 **No. This will be managed by the City under the publication box licensing system. The Successful Vendor will be expected to maintain liaison with the publication owners with respect to physical aspects of the structures.**

Q16 Is the leasing arrangements already established with the various newspaper and or free publications?

A16 **Municipal Code Chapter 743, “Streets and Sidewalks, Use of” includes the detailed terms and conditions of the licence arrangements under which publication dispensing boxes are permitted on City Streets. Governance of publication boxes was addressed in Section B, A34 of Addendum No. 2. Please refer to the web link that was provided.**

Q17 If so, what are the current rates paid to the City?

A17 **Please refer to Municipal Code Chapter 743. The annual license fees in 2006 are \$25 per box for the first 100 boxes and \$100 per box thereafter. This fee shall be increased on January 1 of each year by the increase in the applicable Consumers Price Index. However, please note that the Successful Vendor shall not be permitted to charge a fee for the use of these multi-publication box structures.**

Q18 When are they due to the City? Monthly? / Annual?

A18 **The fees are paid annually.**

Q19 Are there different payment rates for different suppliers?

A19 **No.**

Q20 Are there different payment categories for higher traffic arteries?

A20 **No.**

Q21 If not, does the successful proponent have the authority to establish new rates?

A21 **No. See Section 2.5 of the draft Agreement, Appendix B of the RFP. With the exception of the Nominal Washroom Fee, the successful Vendor shall not be**

**permitted to impose a fee or charge on any person for the use of street furniture elements.**

Q22 With respect to Newspaper decorative fencing – is successful proponent responsible for relocating the boxes after the fencing is installed – i.e. re-chaining or fastening the boxes?

Who is responsible for removing all existing newspaper boxes that are slated to be retrofitted with new product during the term of the agreement? Will it be the proponent? The City? Or the various newspaper publications?

A22 **Refer to Section B(A35) of Addendum No. 2.**

Q23 Will any illegal or non-permissible news boxes currently existing be identified and removed prior to the successful proponent's commencement? Who will be responsible for the removal of any and all illegal boxes?

A23 **Yes. The City will coordinate this activity.**

Q24 Section 3.28 (ii) (Page 34)

This clause permits the City to terminate the pending agreement prior to its expiration for any reason or reasons other than default under the agreement by the successful proponent.

Upon termination initiated by the City, the Agreement will contain a mechanism to allow the City to buy out the proponent's inventory by applying a book value to arrive at a final price.

However, how does the City contemplate reimbursing the proponent's operational costs and non-street furniture assets for the purpose of maintaining and managing the contract, prior to any termination initiated by the City under this clause?

A24 **The City would be prepared to negotiate an appropriate termination clause with the Successful Vendor which would recognize those reasonable and verifiable costs incurred by the Vendor as a result of the City exercising its rights under this provision.**

Q25 Who approves the placement of the street furniture?

A25 **A representative of the General Manager, Transportation Services.**

Q26 What resources and guarantees will the City put in place to expedite the approval process of the locations, so that it will not affect the rollout schedule?

A26 **The City in consultation with the Successful Vendor will provide a detailed implementation manual. A lead Contract Administrator will be appointed from City staff to oversee the program. The Successful Vendor would not be penalized for installation delays beyond its control. The City would be prepared to commit to a reasonable time period for the giving of approvals it has control over (i.e. 30 days).**

Q27 Will the TTC be consulted, or form part of the approval process in approving the transit shelter locations?

A27 **TTC operations staff are consulted in the siting of transit shelters.**

Q28 Based upon the financial return to the City under its existing street furniture Agreements, the City would expect to see financial proposals which result in an initial guaranteed minimum annual revenue of at least \$6,000,000.00. However in this instance and going forward, the successful proponent will be making a significant capital investment over the years.

In determining the initial guaranteed annual revenue of at least \$6,000,000.00, did the City take into account the successful proponent will be required to make this significant capital investment over the 20 year contract and that it will have a significant effect on the net annual revenues generated?

Is the \$6,000,000.00 minimum annual guarantee is (sic) based on existing contracts?

If yes, what are the contracts?

If no, how was this value determined?

A28 **The \$6,000,000.00 minimum annual guarantee is the City's share of revenue in the fiscal year September 1, 2006 to August 31, 2007 pursuant to its existing transit shelter and litter/recycling bin contracts. Derivation of these figures is set out in Clause No. 16 of Report No. 3 of the Works Committee, adopted as amended by City Council at its meeting of June 27, 28 and 29, 2006.**

**Although the RFP, in Section 5.3, Section 8(d) as amended by Addendum No. 1, Section A17, outlines the financial return the City "expects" based on these existing amounts, it does not establish any minimum mandatory levels for the annual guarantee or upfront payment that respondents must provide. These existing figures**



**are provided only for guidance. Vendors are free to make their financial offers as per Appendix D, 1) “City Revenues” of the RFP. For further clarity, Vendors are asked to submit whatever figures they see fit for: percentage of gross annual advertising revenue payable to the City (subject to the minimum levels stipulated); minimum guaranteed annual revenue; and upfront payment upon signing of agreement.**

**For the information of Vendors, the revised Table D of Appendix E of the RFP, attached to this Addendum, elaborates on the financial scoring parameters for the RFP.**

Q29 Are yearly sales revenue data available to bidders for the various City contracts to substantiate the \$6,000,000.00 minimum annual revenue figure?

A29 **No.**

Q30 With respect to Q8 in Addendum No. 1, as well as Q60, in Addendum No. 2, the answer refers us to Clause 16, Works Committee Report 3, considered by City Council on June 27, 28, 29, 2006. In this report there is no reference to individual or yearly (historical) sales revenue other than the one figure which is contained within the report under Section 5.2 Revenue Considerations. We are given a figure that current total annual revenue generated from advertising on these two programs as well as benches was about \$18.5 million in 2005. We are also given projections which seem to be based on that one year.

The question that was asked was what are the yearly sales revenues for previous and current years, for each of the existing contracts, as this is necessary in doing overall revenue calculations,

Is this revenue (yearly) on a per contract basis available, over the term of the existing contract, (i.e. transit shelters, litter bins, benches)?

A30 **No.**

Q31 The SARS outbreak in Toronto in the late 2002 coupled with a mild recession had a significant impact on the Canadian outdoor industry sales revenues.

Will there be mechanisms put in place in the 20 year contract, to account for significant changes in the economy on the agreement for the next 20 years?

A31 **Based on consultation with the industry prior to issuance of the RFP, it has been the City’s understanding that a 20-year contract is desirable from an industry**

**perspective. From the City’s perspective, this requires that there be a guaranteed return to the City over the course of the contract. There is therefore no mechanism as proposed. It is noted that under the current transit shelter agreement no relief was provided to the Vendor as a result of SARS.**

Q32 The City is looking to replace the 3,000 old transit shelters, so that when the new street furniture is installed all the street furniture elements will have a coordinated look. Does the City see the 1,000 new shelters it refers to in the RFP document as blending in with new street furniture, or are these units also considered old.

A32 **The RFP indicates that the 1,000 new shelters installed under the current transit shelter contract will be maintained by the Successful Vendor (i.e. no mandatory requirement for the Successful Vendor to replace these units).**

Q33 How does the City see these 1,000 newer shelters being integrated with the new unified street furniture elements proposed in this RFP, especially in the downtown core, where it is anticipated that all elements of the street furniture program will be highly visible?

A33 **This is a design aspect that Vendors may consider in their submissions.**

Q34 Is it the City’s intention that relocated shelters will be installed in new locations or locations where there presently is an older shelter?

A34 **We assume this question refers to the 1,000 “new” shelters. This would be determined in consultation with the Successful Vendor.**

Q35 Does the City want all the new 1,000 transit shelters relocated, if not, how many need to be relocated?

A35 **We have not determined the number to be relocated at this time.**

Q36 Does the City have any plans on how they want to see the 3,000 older shelters replaced during the term of the contract?

A36 **No.**

Q37 The Former City of Scarborough had numerous restrictions placed on transit shelters and the ability to place advertising on them, are those restrictions still in place?

A37 **All of the requirements relating to transit shelters City-wide are contained in the City's current contract with CBS Outdoor. All criteria related to the Coordinated Street Furniture Program are set out in the RFP.**

Q38 Section 3.10 reads as follows:

*The Company agrees that it shall at all times comply with the City's Workers' Rights, Fair Wage, Re-Employment of Former City Employees and Non-Discrimination Policies attached as Schedule "C" of this Agreement*

Specifically how does the City anticipate that the proponent would comply with the Re-Employment of Former City Employees Policies?

A38 **In fact, this question refers to Section 3.10 of Appendix B (draft Agreement) of the RFP. Form 3 of Schedule C, Appendix B, sets out the City's restriction on the Successful Vendor hiring former City employees. Please review the policy for full details. In summary, this policy prohibits City management employees who have received a separation or retirement package from taking part in City contracts, including in this case a contract for the supply of street furniture as an employee of the successful Vendor, until at least two years after the date upon which the employee left the City. The successful Vendor would be expected to comply with all provisions of its Agreement.**

Q39 Is it the expectation that the proponent will be mandated to hire former City employees whose positions have been eliminated by way of this contract?

A39 **No. See the answer to the preceding question.**

Q40 Section 4.7 reads as follows:

*The Company agrees that the City may require the Company to undertake programs for the exploration and implementation of new street furniture opportunities, with or without advertising, at fair market value to the City, provided that where such programs cannot be provided by the Company at fair market value, the City shall be entitled to undertake such programs with a third party.*

Does this clause allow the City to break the exclusivity agreement it already has with the proponent and bring in a third party to undertake and manage a new opportunity that may occur within the 20 year agreement it already has with the proponent?

A40 **Only if the Successful Vendor is unable to provide such new street furniture opportunity that the City may be interested in pursuing. This requirement was specifically included by City Council when it approved the issuance of an RFP.**

Q41 Do we have first right of refusal on all implementations or opportunities?

A41 **It is assumed that this question again refers to Section 4.7. The answer is “yes”, provided that the successful Vendor can provide such opportunities at fair market value to the City.**

Q42 Section 4.3 reads as follows:

*The Company and the City agree that the City, at its sole option, shall have the right in Agreement Year Ten (10) of the Term to require that the Company submit a proposal, at its sole expense, to modernize, retrofit or upgrade the Street Furniture design and specifications as set out in Schedule “A” and the City shall have the right to consider and reject or accept the Company’s proposal.*

Are there any permit fees required for the installation of the various street furniture elements?

A42 **Refer to Section B, A22 of Addendum No. 1 and Section B, A70 of Addendum No. 2.**

Q43 As a follow up to Q. 47 in Addendum No. 2, clarification is required for the advertising square footage of the advertising caisson as it is applied to the total allowable square footage of advertising space.

For example, most of the ad caissons currently housed in the transit shelters provide for two static displays, (inside and outside face). Each face measures 4 feet by 6 feet in area, giving a total of 48 square feet if both faces are utilized for advertising.

Therefore when calculating the total allowable advertising space, contained in a single advertising caisson is the number 24 or 48 square feet?

A43 **48 square feet.**

Q44 When the current transit shelter contract, expires and an inspection of the current inventory at time of release to the new contractor, reveals significant, fogging, etching, paint damage and graffiti applied to the shelter(s) and any of its parts, (i.e. glass), will the City reimburse the new contractor for carrying out those initial repairs?

A44 **No. However, the City will attempt to ensure that ongoing maintenance is addressed up until the expiry of the current contract. The City would also make best efforts to invoke security provisions in the current contract to remedy any deficiencies at no cost to the Successful Vendor, should such circumstances arise.**

Q45 Will this apply for all other street furniture contracts currently in existence?

A45 **No. The other street furniture elements shall be removed upon expiry in accordance with the terms of the various agreements and will not be part of the City's ongoing inventory.**

Q46 There have been a number of advertising campaigns in the past that have wrapped or partially wrapped transit shelters by way of transparent material being applied to the glass. These have been quite dramatic and attractive.

Will this type of advertising be allowed in the future and will it affect the square footage calculations?

Will the City permit three dimensional advertising on the street furniture elements?

A46 **These types of enhanced advertising medium are not contemplated under the current RFP.**

Q47 Campaigns in the past such as the "Toronto Moose" which involved affixing a reasonably life size image to the roof of the transit shelter.

Again, will this type of advertising be allowed in the future and will it affect the square footage calculations?

A47 **The Toronto Moose was a City initiative to promote Toronto. The City may wish to negotiate such campaigns in the future with the Successful Vendor. Any such "enhanced" installations would not affect the square footage calculation.**

Q48 Within the street furniture elements, should one side of an advertising caisson be used for public info/directional purposes (maps), will this be credited against the total square footage of advertising allowed?

A48 **Permanent directional information or directional maps would not be included in the advertising square footage calculation.**

**Finance**

Joseph P. Pennachetti  
Deputy City Manager & Chief Financial Officer

Purchasing & Materials  
Management Division  
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Victor Tryl, Manager  
Professional Services

Q49 Will city inspections be required for each location prior to pouring and or laying any foundations?

A49 **Yes.**

Q50 Will the City assist in supplying off duty police officers if required during construction upon major arteries?

A50 **Refer to Section 3.14 of the RFP.**

Should you have any questions regarding this addendum, contact Vicki Strugnell at 416-338-5584 or [vstrugn@toronto.ca](mailto:vstrugn@toronto.ca).

Please attach this addendum to your Request for Proposal document and be governed accordingly. Vendors must acknowledge receipt of all addenda in their proposal in the space provided on the Proposal Submission Form as per Appendix A, Section 4 – Addenda of the RFP document. All other aspects of the RFP remain the same.

Victor Tryl, Manager  
Professional Services

**APPENDIX D (REVISED)**  
**Financial Submissions Forms**

**1) CITY REVENUES**

The City will receive the greater of the “minimum guaranteed annual revenue” or the “percentage of gross annual advertising revenue payable to the City”, listed below:

<b>(Column 1)</b>	<b>(Column 2)</b>	<b>(Column 3)</b>
<b><u>Agreement Year</u></b>	<b><u>Minimum Guaranteed Annual Revenue Proposed By Vendor</u></b>	<b><u>Percentage of Gross Annual Advertising Revenue Payable to the City (note minimum requirements below)</u></b>
1	\$ _____	_____ %
2	\$ _____	_____ %
3	\$ _____	_____ %
4	\$ _____	_____ %
5	\$ _____	_____ %
6	\$ _____	_____ %
7	\$ _____	_____ %
8	\$ _____	_____ %
9	\$ _____	_____ %
10	\$ _____	_____ %
11	\$ _____	_____ %
12	\$ _____	_____ %
13	\$ _____	_____ %
14	\$ _____	_____ %
15	\$ _____	_____ %
16	\$ _____	_____ %
17	\$ _____	_____ %
18	\$ _____	_____ %
19	\$ _____	_____ %
20	\$ _____	_____ %

In Addition to the above payments, the City expects payments upon signing of Agreement for:

Design Links Study	(\$100,000.00 - mandatory)
Program Costs	(\$285,000.00 - mandatory)

Up Front Payment upon Signing of Agreement                      Vendors Proposal \$ \_\_\_\_\_

**Note: The “Percentage of Gross Annual Advertising Revenue Payable to the City” (Column 3) shall be no less than 10% for years 1 to 10 and 20% for years 11 to 20.**

APPENDIX E (REVISED)

PROPOSAL EVALUATION TABLE(S)

**Table A**

COMPLIANCE WITH MANADATORY SUBMISSION OF REQUIREMENTS	YES - NO
<ul style="list-style-type: none"> <li>Sections 5.2 and 5.3 of the RFP document</li> </ul>	
<b>MET REQUIREMENTS</b>	

**Table B**

DESIGN ELEMENT	40
<p><b>Appropriateness, Scale, Modularity</b></p> <p>Having regard for:</p> <ul style="list-style-type: none"> <li>The individual elements are appropriately scaled for their intended use</li> <li>The individual elements are designed in a range of sizes offering flexibility which allows them to be adapted to the range of Toronto's sidewalk conditions</li> <li>The elements are modular in the sense that groupings of furniture can be expanded or reduced, according to the surrounding street context</li> <li>The design is practical and capable of being implemented</li> <li>The design concept responds in an innovative and creative way to the four locations included in the RFP</li> </ul>	
Subtotal out of 10	
<p><b>Coordinated Family of Elements</b></p> <p>Having regard for:</p> <ul style="list-style-type: none"> <li>All the elements belong to an overall, cohesive design framework</li> <li>The overall design concept provides innovative ways of combining elements into multi-functional Units</li> <li>The design allows for creative expression and artistry without compromising the family of elements.</li> <li>There are opportunities for adaptation and customization in local BIAs, neighbourhoods and Heritage Districts</li> </ul>	
Subtotal out of 10	



**Materials, Fabrication, Durability**

Having regard for:

- Proposed materials and finishes will function and wear well when exposed to normal and extreme weather conditions
- Proposed materials and finishes are durable and will function and wear well under normal and extreme levels of use
- Proposed materials and finishes can withstand vandalism
- Components and materials are easily replaced, repaired and cleaned

Subtotal out of 10

**Flexibility and Sustainability**

Having regard for:

- Design allows for incorporation of future new technologies
- Future new street furniture items can easily be incorporated into, or adjacent to other elements
- For appropriate elements, the design shows a commitment to sustainable energy sources
- For appropriate elements, the design allows for incorporation of planting and/or other landscaping
- The design is environmentally innovative and makes use of the latest green concepts and technologies

Subtotal out of 5

**Building, Supporting and Enhancing Toronto's Identity and its Public Realm**

Having regard for:

- The design represents a unique solution and approach specific to Toronto
- The design is "timeless, simple and elegant" and will be appropriate in all areas of the City

Subtotal out of 5

**TOTAL SCORE, TABLE B OUT OF 40 POINTS**

**NOTE:** A minimum score of 20 points out of a possible 40 points must be achieved for the proposal to be further considered.

**Table C**

TECHNICAL, FUNCTIONAL & MAINTENANCE ELEMENT	20
<p><b>Technical/Functional</b></p> <p>Having regard for:</p> <ul style="list-style-type: none"> <li>• The elements meet the specified technical requirements (i.e. Solid Waste Management, etc.)</li> <li>• The elements are designed to accommodate all users, as per the Principles of Universal Design</li> <li>• Groupings of furniture respect entry and adjacency clearances</li> <li>• The construction details for the elements appear not to cause injury or dangerous conditions for users</li> <li>• The design addresses the technical requirements as described in The City of Toronto's Accessibility Design Guidelines</li> <li>• There are adequate lighting provisions for the various elements</li> <li>• There are adequate lighting provisions for groupings of furniture overall</li> <li>• The design allows for clear sightlines to be maintained for all furniture configurations</li> <li>• There are provisions for safety and security including communication and/or panic alarms, where appropriate</li> <li>• The elements clearly function to serve their purpose</li> <li>• There are effective quality control procedures in place</li> </ul>	
Subtotal out of 15	
<p><b>Maintenance</b></p> <p>Having regard for:</p> <ul style="list-style-type: none"> <li>• The design of elements ensures ease of use and maintenance</li> <li>• The Vendor's fully documented plans for maintaining and operating the Street Furniture structures</li> <li>• The detailed maintenance program that has been provided will effectively deliver the maintenance requirements set out in <b>Section 3.16</b> of the RFP</li> </ul>	
Subtotal out of 5	
<b>TOTAL SCORE, TABLE C OUT OF 20 POINTS</b>	

**NOTE:** A minimum score of 10 points out of a possible 20 points must be achieved for the proposal to be further considered.

## Table D

FINANCIAL	30
<p><b>Financial Submissions will be scored as follows:</b></p>	
<p>1) The “minimum guaranteed revenue” will be scored out of 25 points as follows:</p>	
<p>a) if the NPV for the minimum guaranteed revenue (i.e. minimum annual guaranteed revenue plus upfront payment on signing agreement) of all submissions meet or do not exceed the "existing revenue" NPV, then the points for existing revenue will be set at 25 and the submission will receive points proportional to their NPV.</p>	
$\text{Point value} = \frac{\text{submission NPV}}{\text{existing revenue NPV}} \times 25$	
<p><b>OR</b></p>	
<p>b) if a submission(s) exceeds the "existing revenue" NPV, the minimum guaranteed revenue NPV of the highest submission will be set at 25 points and the other submissions will receive points proportional to their NPV.</p>	
$\text{Point value} = \frac{\text{submission NPV}}{\text{highest submission NPV}} \times 25$	
Subtotal out of 25	
<p>2) The “percentage of gross revenue payable to the City” will be scored out of 5 points as follows:</p>	
<p>a) the percentage of gross revenue payable to the City of the existing percentage under the current transit shelter contract of 27% or the highest submission, whichever is greater, will be set at 5 points and the other submissions will receive points proportional to their percentage.</p>	
Subtotal out of 5	
<b>TOTAL SCORE, TABLE D OUT OF 30 POINTS</b>	

**NOTE:** “Existing revenue” is set at \$6 million (i.e. the annual guaranteed revenues currently coming to the City under the existing transit shelter and litter/recycling bin contracts) for the first year and increased by a factor of 2% per annum over the 20 year term to account for inflation. A discount rate of 5% will be used to derive existing revenue NPV.

**Table E**

QUALIFICATION ELEMENT	10
<p><b>Qualification</b></p> <p>Having regard for:</p> <ul style="list-style-type: none"> <li>• Vendor's level of experience with street furniture</li> <li>• Vendor's business integrity and financial soundness, including without limitation adequate access to sources of capital and operating funds and the demonstrated ability to maintain books and records</li> <li>• The Vendor's demonstrated experience and ability to produce a high quality comprehensive street furniture design and installation program for the City</li> <li>• The Vendor's demonstrated experience and ability to operate and maintain Street Furniture structures in an urban environment</li> <li>• The qualifications, experience and availability of key personnel responsible for and committed to the program</li> <li>• The Vendor's level of experience in the sale and maintenance of outdoor advertisements in an urban environment</li> <li>• The Vendor's experience with public sector clients</li> <li>• The Vendor's inclusion of local members on its team of key design personnel</li> <li>• Quality of proposed plan of action and overall management approach</li> <li>• Quality of proposed implementation plan and installation schedule</li> <li>• Quality of proposed plan for inventory, record keeping and reporting</li> <li>• The Vendor's ability to maintain the property of the City in good condition throughout the term of the Agreement</li> <li>• The Vendor's plan for marketing the Street Furniture structures and the advertising thereon including without limitation attention to individual neighbourhood needs and the consideration of both local and national advertisers</li> </ul>	
<p><b>TOTAL SCORE, TABLE E OUT OF 10 POINTS</b></p>	

**NOTE:** A minimum score of 5 points out of a possible 10 points must be achieved for the proposal to be further considered.