



Digital Futures

REQUEST FOR PROPOSAL

TITLE: DIGITAL MEDIA-CITY-OWNED LAND SITES

Structures & Advertising Technologies

OUTDOOR DIGITAL MEDIA

SIGNAGE PROGRAM

Reference No: NWRFP 11-30

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Digital Futures

PROPOSAL PROCESS

**TITLE: DIGITAL MEDIA-CITY-OWNED LAND SITES
Structures & Advertising Technologies**

Reference No: NWRFP 11-30

Proposal Process

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REQUEST FOR PROPOSALS PROCESS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to provide goods and perform the services ("**Services**") described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

"**Advertising LED Screen**" means an enclosed and illuminated LED, which serves to broadcast a monochromatic or full motion video advertising message;

"**Agreement**" means the written contract between the City and the Preferred Proponent(s) with respect to the Services contemplated by this RFP, the form of which is attached as Schedule C;

"**Agreement Securities**" is as defined in Schedule C-3-2, Section 12 and Schedule C, Tables 8 & 9;

"**Annual Gross Revenue**" means the sum of all amounts billed by the Proponent(s) and/or due to the Proponent(s), or paid to the Proponent(s) for any Fiscal Year;

"**Business Improvement Areas**" means the business associations approved by the City Council to manage Business Improvement Areas that are legally defined districts within the City, which may change from time to time;

"**City**" means the City of New Westminster;

"**City Annual Revenue Share**" means in any Fiscal Year, the greater of the Percentage of Gross Revenues and the Guaranteed Annual Revenue or City revenue payments, as otherwise agreed;

"**City Advertising Policy**" means no tobacco or political messages on digital structures;

"**City Land Sites**" means the city-owned lands generally described in Schedule A to Appendix B;

"**City Building Sites**" means City land sites with buildings such as Community, Sports and Leisure facilities, Arts buildings and Museums;

"**City Park Sites**" means sites covered under By-law # 3464;

"**City Representative**" has the meaning set out in Section 1.8;

"**City Website**" means www.newwestcity.ca;

"**Closing Time**" has the meaning set out in Section 1.3;

"**CODCAN**" is the Canadian organization for digital advertising in all sizes and format, full-motion or static LED video boards available in a variety of outdoor locations to reach pedestrians, commuters and shoppers;

"**Digital Media Out of Home (OOH)**" is large format, full-motion or static LED video displays with national or local advertising (e.g. retailers, institutions, major brands) situated in a variety of outdoor locations to reach pedestrians, commuters and shoppers;

"**Digital Structures & Components**" means electronic static mode LED board displays including various parts and elements i.e. lighting, steel posts, screens installed in public spaces which are used for third party advertising and include small (poster style @ 10 x 20 ft.) and large formats (super board style 10 x 35 ft. & 14 x 48 ft. or larger) all of which are used to inform, entertain or advertise;

"**Evaluation Team**" means the team appointed by the City;

"**Full Motion Video Format**" means the LED technology deployed to create a motion picture in 5-10 or more seconds of advertising messaging to vehicular or pedestrian audiences;

"**Gross Rating Points**" a method for measuring an audience with duplicated circulation over a period of time. GRP levels for out of home media refer to daily circulation expressed over a week. One rating point represents the circulation equal to one (1) % of the population;

"**Gross Revenue**" is as defined in Schedule C-3-2, subsection 8(d) (i);

"**Guaranteed Minimum Annual Revenue (GMAR)**" means the guaranteed minimum annual revenue to be paid by the Preferred Proponent(s) to the City under the terms of the Agreement;

"**Information Meeting**" has the meaning set out in Section 1.4;

"**New Westminster Designs**" shall have the same meaning as that term is defined in Sections 2.25 and 2.27 of this RFP;

"**OAAA**" is the world's leading out of home (OOH) or outdoor industry association. The association enables future growth for operator members and advertising media agencies and clients, through effective legislative policy, OOH profile development and site landlords. OOH is one of the fastest growing media sectors in the advertising industry;

"**OMAC**" is the Canada's out of home (OOH) or outdoor industry association. The association enables future growth for operator members and advertising media agencies and clients, through effective legislative policy, OOH profile development and site landlords. OOH is one of the fastest growing media sectors in the advertising industry. (See also CODA);

"**Percentage Rate (PR) Revenue**" means a fixed percentage of all revenue received from advertising on Digital Structures installed under this Agreement. It shall be determined by

multiplying the percentage of revenue payable to the City with the Preferred Proponent(s) Annual Gross Revenue;

"Poster Billboards" means small format billboards with LED screens and other options located at the highest profile and traffic market locations. These structures are often 10 x 20 ft. or 200 square ft. in dimension. The small poster format Out of Home product is in transition to digital technologies (from paper & vinyl) in many North American markets at high traffic sites;

"Preferred Proponent(s)" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for an Agreement;

"Proponent" means an entity that submits a Proposal;

"Proposal" means a proposal submitted in response to this RFP;

"Public Realm" means generally all of the public space which makes up the public streets in the City;

"RFP" means this Request for Proposals;

"Scale" means the dimension criteria for all formats of Digital Structures placed on City land or integrated with existing City signs such as gateways or marquees;

"Services" means the goods, all the services and deliverables to be provided by a Preferred Proponent(s) as described in this RFP;

"Sidewalk/Boulevard Zones" means the portion of the street between private property and the curb face;

"Sign" includes any visual communications device including its structure visible from any highway or other City property used to attract attention for advertising identification, or information purposes but does not include a flag, mural, traffic control device or any element, which is an integral part of the design of a building;

"Sign Area" means the total area within the outer edge of the borders of a sign counting all LED screens and where the sign has no frame border or background the sign area means the area contained within the shortest perimeter surrounding the copy;

"Site" means the place or places where the Services are to be performed;

"Spectacular Billboards" means oversize billboards with LED screens and other options located at the highest profile and traffic market locations. These structures are often called superboards, superstructures etc. and range in sizes such 10 x 35, 14 x 48 up to 40 x 60 ft. This large format Out of Home product is in transition to digital technologies (from vinyl) in many North American markets at high traffic sites;

"Superboard Billboards" means oversize billboards with LED screens and other options located at the highest profile and traffic market locations. These structures are often called spectaculars, superboards, superstructures etc. and range in sizes such 10 x 35 (350sq ft.), 14 x 48 (672 sq ft.)

up to 20 x 60 (1200 sq ft.). The large format Out of Home product is in transition to digital technologies (from vinyl) in many North American markets at high traffic sites;

"Statement of Departures" means Schedule C-1 to the form of Proposal attached as Schedule C;

"Static Format" means LED technology deploying, monochromatic images with a variety of broadcast spot lengths/minute. The six (6) and ten (10)second/minute spots are the current Canadian standard models reflecting the rolling movement or motion of advertising content to vehicular, transit or pedestrian audiences;

"Street" means a common and public highway, road, drive, laneway, or structure incidental thereto under the jurisdiction of the City and includes all of the area, which may comprise pavements, sidewalks, boulevards, landscaped space etc. between the lateral property lines thereof. The terms "City's Public Road Allowance", "Right-of-Way" and "Highway" shall be deemed to have the same meaning as "Street";

"Street Furniture" items include, but are not limited to: transit shelters, benches, litter bins, multi-publication units, public washrooms, information and way-faring structures, bicycle lockers and parking racks;

"Streetscape" means the physical components of the Public Realm, including sidewalk pavement, crosswalks, street trees, landscaping, lighting, street furniture, utilities, public art, signage and LED digital structures;

"Technical Specifications" means any and all design and/or construction requirements, specifications, standards, directives, protocols, copyright guidelines, policies and statements and procedures issued, utilized or adopted from time to time by any Authority applicable to the Services or any part thereof, including those requirements, specifications and standards expressly set out or referred to in the Proposal, as such requirements, specifications and standards may be amended, supplemented or replaced from time to time by any Authority;

Instructions to Proponents

1.3 Closing Time and Address for Proposal Delivery

Proposals must be received:

By the office of:

Roy Moulder,

MANAGER, PURCHASING

511 Royal Avenue, New Westminster, B.C, V3L 1H9

On or before the following date and time (the **"Closing Time"**):

Time: 01:00 pm local time.

Date: October 18th, 2011.

Submissions by fax, telephone, **or email** will not be accepted.

1.4 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). Attendance at this meeting is not mandatory. Proponents who do not attend will have their Proposals reviewed.

Time: 02:00 pm local time.

Date: September 20th, 2011.

Location: 511 Royal Avenue, New Westminster, BC V3L 1H9

1.5 Number of Copies

Proponents should submit the original plus three (3) hard copies (four (4) in total) of their Proposals. The original Proposal should be unbound. Proponents should also submit three (3) electronic copies of the entire Proposal submission in PDF format on CDs.

The design submission of the Proposal should consist of one (1) original, four (4) full photocopies of the design submission and two (2) CDs in PDF format.

1.6 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

1.7 Amendments to Proposals

Proposals can be revised by written amendment in the same manner prescribed in Section 1.5, delivered to the location set out in Section 1.3, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by Section 2.3.

1.8 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative cannot be relied upon.

Manager, Purchasing-Roy Moulder

Address: 511 Royal Avenue, New Westminster, BC, V3L 1H9

Phone: (604) 527-4632

Fax: (604) 527-4509

Email: rmoulder@newwestcity.ca

Inquiries should be made no later than seven (7) days before Closing Time. The City reserves the right not to respond to inquiries made within seven (7) days of the Closing Time. Inquiries and responses will be recorded and could be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Agreement or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 1.9. No oral conversation will affect or modify the terms of this RFP or can be relied upon by any Proponent.

1.9 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will post a written addendum on the City Website that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

1.10 Examination of Agreement Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Agreement and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which could influence a Proposal.

1.11 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

1.12 Status Inquiries

All inquiries related to the status of this RFP, including whether or not an Agreement has been awarded, should be directed to the City Website and not to the City Representative.

2. PROPOSAL SUBMISSION FORM AND CONTENTS

2.1 Package

Proposals should be in a sealed package, marked on the outside with the Proponent(s) name, title of the Project and reference number.

2.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-6. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-6 in

the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

2.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation, then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture, then the name of the partnership or joint venture associate and the name of each partner or joint venture associate should be included and each partner or joint venture associate should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture associate is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included;
- (d) The signature on the proposal indicates you are agreeing to the terms of the agreement unless otherwise stated in Schedule C-1 Statement of Departures.

3. EVALUATION AND SELECTION

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, (Appendix "C") using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items (i) to (vii) in C-2 of Schedule C.

(b) Technical

The Evaluation Team will consider the Proponent's responses to C-3 of Schedule C.

(c) Financial

The Evaluation Team will consider the Proponent's responses to C-4 and C-5 of Schedule C.

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to C-1 of Schedule C.

The Evaluation Team will not be limited to the criteria referred to above and the Evaluation Team can consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team can apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

3.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-4 or C-6 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if and to the extent, the corrections are apparent from the Proposal as submitted and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

3.4 Litigation

In addition to any other provision of this RFP, the City can, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this Section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates

that there is a risk the City will incur increased staff and legal costs in the administration of the agreement if it is awarded to the Proponent.

3.5 Additional Information

The Evaluation Team can, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal and the Evaluation Team can make such requests to only selected Proponents. The Evaluation Team can consider such clarifications or additional information in evaluating a Proposal.

3.6 Interviews

The Evaluation Team can, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City can decide and to select one or more Preferred Proponent(s) to enter into discussions with the City for one or more Agreements to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals can be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Agreements with one or more Proponents.

3.8 Negotiation of Agreement and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into an Agreement with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Agreement(s), including financial terms and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Agreement, if any, proposed by the Preferred Proponent(s) as set out in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's financial terms as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services;

If discussions are successful, the City and the Preferred Proponent(s) will finalize the Agreement; or

- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

4. GENERAL CONDITIONS

4.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for an Agreement, or to award any Agreement. The City reserves the complete right to, at any time, reject all Proposals and to terminate this RFP process.

4.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, arising out of any breach of contractual or fiduciary duties purportedly formed by submission of a Proposal, incurred by the Proponent in preparing and submitting a Proposal or participating in negotiations for an Agreement, or other activity related to or arising out of this RFP..

4.3 No Agreement

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no agreement of any kind is formed under, or arises from this RFP prior to the signing of a formal written Agreement. The submission of a Proposal will not form an Agreement or create any contractual or fiduciary duties on the part of the City.

All Proposals and documents submitted to the City in response to this RFP or as part of any subsequent negotiation shall become the property of the City and will not be returned.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

4.5 Solicitation of Council Members and City Staff

Proponents and their agents will not contact any member of the City Council, City staff or City Consultant Firm with respect to this RFP, other than the City Representative named in Section 1.8, at any time prior to the award of an agreement or the cancellation of this RFP.

4.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law including without limitation as may be required in its capacity as a “public body” under the *Freedom of Information and Protection of Privacy Act* of British Columbia.

Proponents should also be aware that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). A Proponent may stipulate in their proposal that portions of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA the City may nevertheless be obligated to disclose all or part of a proposal pursuant to a request made under that Act, even if the Proponent has stipulated that part of the proposal is supplied in confidence. Proponents should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City’s disclosure responsibilities under that Act.



DIGITAL FUTURES

SCHEDULE-A
SERVICES

TITLE: DIGITAL MEDIA-CITY LAND SITES
Structures & Advertising Technologies

Reference No: 11-33

SCHEDULE-A SERVICES

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SCHEDULE -SERVICES

Appendices

Appendix A. New Westminster Digital Structures Design Guidelines

Appendix B. Proposed Digital Site Selection (Details & Maps)

Appendix C. Proposal Evaluation Table

1.0 PURPOSE

The City of New Westminster is examining opportunities for the creation of new revenue streams to assist with payment for municipal services. One potential revenue source is through digital advertising displays located on major transportation corridors in non-residential areas of the City. To this end, the City wishes to consider proposals from media companies, with outdoor, sales, marketing and operations experience to deliver and manage digital technologies.

The City is seeking Proposals for the design, manufacture, supply, installation, maintenance and repair of Digital Media Structures. The Proposal should generate sufficient advertising revenues to cover all associated costs and provide a revenue stream or lump sum payment(s) to the City. The City's intent is to enter into an Agreement with a Preferred Proponent(s) for a twenty (20) year term.

Except as set out herein, the Preferred Proponent(s) will have outdoor third party digital advertising rights, where placed on City land sites, as detailed in this Request for Proposal for Digital Structures & Components, in a variety of product formats.

In support of the City's vision statement –“***Celebrating our Past, Embracing our Future***”; the City is committed to the quality of public spaces in all areas of the City. Digital design, scale and placement on or near our City neighborhood or arterial streets, buildings, highways and bridges are critical decisions within this objective. Visually appealing, well designed, well maintained structures are key requirement attributes for this revenue share program, including diligent attention to public safety.

This advertising-based program should create a stronger identity for the City with improvements to economic development and non-tax revenue resources. Equally important are clear guidelines, which enhance community communications for residents, businesses and visitors.

1.1 BACKGROUND

For a number of years, advertising signage has been located in high profile locations on posters and street furniture (transit shelters) in the City of New Westminster. The City receives a financial benefit from these advertising agreements, either as a onetime payment or on an ongoing basis. There is a revenue sharing agreement with Pattison Outdoor LLP for Transit Shelters (4 x 6 panels), awarded in 2008

Further, there are seven (7) (CBS Canada) tri-vision single face poster structures on McBride, in the 10 x 20 poster format. The City entered this agreement in 2000. Under the terms, the City has the right to terminate, with penalty costs and certain other site use assurances. This new Digital Media Program (NWRFP 11-30) is another step in the process to investigate new revenue streams and enhance communications.

This digital program has been designed to meet media industry circulation and distribution requirements. Digital media is sold on a single location rate card, a network rate card or Gross Rating Points Model (GRP's) pricing models. The digital medium is most effective, when broadly spaced, throughout a metropolitan market, positioned and sited for maximum visibility and exposed to audited high traffic counts. Strategic placement, as importantly avoids unsightly sign proliferation.

The City has a small footprint with approximately 15.0 square miles of land mass. The City prefers a very limited number of advertising supported structures on the streets of New Westminster, barring those classified as public amenities, such as Transit Shelters.

The planned and designed-in placement approach. Proposed in this RFP, is ideal for the Out of Home Industry, the Preferred Proponent and the City.

The Vancouver Census Metropolitan Area (CMA) market exposure, combined with strategic placement, clear sight lines and very high traffic counts were factors in the mapping of acceptable sites, listed in Schedule A-Appendix B, Proposed Site Selection.

Site selection was based on City planning guidelines, as well as digital criteria compliance or other zoning requirements. As mentioned, appropriate site selection, format scale and proliferation avoidance are important planning placement criteria.

Under this proposal, proponents can propose a multi-year staged installation program. However, at this time, the City has limited the overall maximum number of structures to nine (9) in 20 years. During the term, additional structures may qualify for consideration and approval by the City.

Development variance permits or other appropriate permitting processes will govern site placement for digital media technologies. Digital Structures will only be approved on vacant City Land Sites. There are no City Building Sites in the first phase. Further, it is envisioned that no third party landlord will be permitted to install Digital Structures, with third party/non-tenant advertising rights.

New Westminster's foresight, as an early digital adopter will optimize the Proponent(s) value and minimize duplicate CMA circulation. The City of Surrey, Pitt Meadows and First Nations land within the City of Vancouver/North Vancouver and Squamish are the only existing BC southern mainland large format digital markets at this time. Abbotsford will have two new Digital Structures by the end of this year. The GVRD inventory of saleable digital products to date is approximately 20 digital screens on 10 structures.

OAAA reports there are 2000 larger format LED displays in the USA nationwide with 23% + year over year growth. Canada has less than 200 large third party digital screens to meet growing national, regional and local media and client demand.

Under the terms, the City will have approval rights for the final design, engineering, site location & placement, site lines, maintenance, technology evolution, safety review, relocation and revenue share administration, audit and terms. Existing or future public or legislative challenges can be controlled, via the terms of the Agreement. The City will defer to The Advertising Standards of Canada Association (ASC) to diligently manage and arbitrate digital messaging, where necessary, on behalf of the public, advertisers and the media industry.

Advertising Industry Trends

The demand for innovative OOH media such as digital advertising is coming from three key fronts:

consumer trends, advertising trends and technology trends.

- **Consumer Trends:**
Average commute times have increased steadily over the last decade such that the average urban daily commute time is 65-130 minutes/day and the number of commuters is consistently increasing. As a result, consumer exposure to OOH media is increasing in captive environments such as streets, highways, bridges subways, skytrains and other commuter systems such as ferries etc. Advertisers are searching for impactful methods of reaching these consumers.
- **Advertising Trends:**
Traditional mass media audiences, such as those targeted by network television and newspapers, have become increasingly fragmented as the audience is presented with virtually unlimited choices, particularly with respect to television programming. This fragmentation is causing leading brand marketers to shift advertising dollars to alternative media strategies and tactics. The National Advertisers assurance that their advertising is actually delivering against the target is eroding. Out of home is an excellent alternative to cable and network television.
- **Technology Trends:**
Technology has given the consumer more control and choice; in what they want to watch and when and even skip the commercials. The advent of on demand TV via your personal electronic device- commuters, cell phones, iPads etc. has revolutionized appointment style entertainment patterns. The traditional "push" model of mass media is eroding. Social networking sites like Facebook, Twitter, You Tube, Linked-in, Group-on etc. are further changing how consumers interact with brands, new products and promotions.

Outdoor is a notable exception, which benefits from captive audiences making it impervious to "commercial skipping" and therefore relatively immune to audience fragmentation. OOH is a more efficient media spend engaging consumers without disruption in a measurable and cost effective manner. Digital has elevated the entertainment value for traffic-bound OOH viewers as well.

Digital Outdoor Advertising's Glowing Future

Digital Out of Home (OOH) continues to exceed traditional media cumulative annual growth (CAGR). In 2010, strong and accelerated growth of CAGR of 23.2%, with sales to \$1.41 Billion in the US. Global Digital OOH revenues have grown at 34 % from 2005 -2010.

The Media Industry projects the key drivers shifting advertisers away from traditional media into alternative OOH media will intensify in the future. While new technologies have made it tougher for traditional media to hold onto their audiences, just the opposite is true for out-of-home. Thanks to new digital media, the oldest medium (OOH) is undergoing a radical transformation, catching the eye of consumers and advertisers alike. Digital is exceptionally efficient, as each media dollar (\$1.00) spent generates \$2.30 in product sales, as evidenced in a recent global media study.

Digital technology is giving advertisers the unparalleled ability to change their ad messages quickly and efficiently. It is providing valuable information to keep the public informed about community events and

programs and has exceptional resolution and structural design advantages. Digital technology's marriage to outdoor advertising is one providing countless benefits to diverse groups of consumers. Digital displays are updated electronically through a variety of methods. Some are networked together, most are operated remotely and all of them can be updated quickly, sometimes with just the click of a mouse.

Real time broadcast capability ensures advertiser exposure, control, flexibility and nimbleness. Nimbleness gives national and local businesses a unique and powerful way to reach a large number of geographically targeted consumers very quickly. News companies have used digital broadcast structures to display daily headlines and even to deliver breaking news. In other cities, television stations use the technology to advertise the breaking stories airing on the 6 pm news in the afternoon with later updates on those headlines for the 11 pm news in the evening.

The digital message is dynamic and compelling. A recent study by Arbitron, the world's largest media research company, found nine out of ten people notice the advertising copy on digital display some or most of the time. Nearly two out of three find Digital Media ideal to ensure consumer recall for specific brands.

A recent study by the Outdoor Marketing Association of Canada (OMAC) indicated approximately 72 % of adults over the age of 18 have seen digital OOH ads in the past month One-half of Canadian adults claim to have taken action after seeing digital out of home advertising. The two most frequent actions are going to a web site or seeking further information. 78% said the displays are attention grabbing and 71 % felt they are interesting to look at. Further, Canadians have a very positive perception of digital OOH advertising.

Yet the advantages of Digital Media Structures go far beyond selling local and national products and services. The Arbitron study found more than 80% of people believe Digital Media provides important business and community information, and for good reason. The same technology is making communities safer by helping find lost children. In many cases, digital displays are used as powerful aids to public safety. Throughout the country, local police departments are entering into partnerships with outdoor advertising companies to post the pictures of missing children under the Amber Alert Program. Media operators are considering police service/emergency overrides to expedite urgent information alerts Generators strategically placed at bases can become a powerful communications resource in crisis conditions.

Out of home media reaches both the mass and the niche markets. The medium is affordable for small and large businesses alike. Digital represents remarkable technology advancement for the outdoor advertising industry, providing significant cost-effective and robust benefits to advertisers and their communities.

BC Southern Mainland Media Market

New Westminster provides exposure to thousands of commuters throughout the lower mainland. There are 250+k vehicles moving through the City every day. As part of the Vancouver CMA media market, the New Westminster land sites will contribute to the exponential growth of the highly valued digital product line.

The City is bounded or surrounded by Coquitlam, Burnaby, Richmond, Delta and Surrey. Additionally, the City is a primary flow-through commuter market, with easy access to Highway One Trans Canada, Highway 91, 91A & 99, as well as Queensborough, Port Mann and Pattullo Bridges. Within the boundaries of the City of New Westminster, there are exceptional high traffic sites.

A few months ago, the City of New Westminster commissioned a series of focus group studies confirming broad awareness of the increasing numbers of digital displays in the southern mainland. Most reacted positively to digital displays on the City-owned lands, preferring perimeter placement. They are particularly positive about the broadcast opportunities to have community events, business improvement areas, festivals and public meetings on the displays.

The opportunity to capture vehicular and transit audiences near multi-lane bridges, highways, tunnels and light rail lines is growing exponentially in BC's Southern Mainland. Over 75% of Greater Vancouver Regional District (Metro) commuters drive their cars to work.

New Westminster (Pop 65k) Location	Daily Vehicle Traffic /Both Directions	Border Markets /Population
Highway One Access	68.6k	Surrey(394,976), Coquitlam(114,565), Port Moody /Port Coquitlam(80,2), Burnaby (201,799)
Pattullo Bridge Access	74.0k	Surrey, Delta (96,723)
Queensborough Bridge / Highway 91A	94.0k	Burnaby, Richmond (174,661)
Alex Fraser Bridge Access	115k	Delta, Surrey

Note: Source City New Westminster & BC Ministry of Transportation

Overall 187 million trips via transit are taken in the GVRD. The 2009 Translink estimated ridership through New Westminster to total approximately 1.0 M+ passengers/year.

2009 New West TransLink Ridership	Lines	Annually
22nd Street Station @ 7th	Millennium & Expo	195.7k
New Westminster Station @ 8th Street	Millennium & Expo	207.5K
Columbia Station @ 4th Street	Millennium & Expo	124.1k
Sapperton Station @ Keary Street	Millennium	370.9k
Braid Station	Millennium	131k

Note:

Source TransLink Communications 08-22-11

Such transit strategies create new boarding/parking centres with high daily media circulation counts, as commuters face double the time getting to and from work in busy urban centres. Often riders deploy

both vehicular and transit methods to save time. Vancouver enjoys the highest transit ridership as a percent of population at 37% for ages 12 +. This is the only CMA market with a transit line to an airport.

The City has five (5) TransLink stations with many riders driving from surrounding markets and boarding in New Westminster, increasing exposure to well-placed displays. At several proposed sites the opportunity to see the digital displays is clear and engaging. Consequently, commuters to New Westminster's five Skytrain stations and large off-highway parking facilities can incrementally increase digital advertiser audiences.

Traffic flow patterns provide ideal distribution opportunities. Larger format digital technology combined with exceptional City of New Westminster land sites is the compelling opportunity available under this RFP proposal. Digital perimeter siting strategy will mitigate duplicate circulation and protect overall higher media rates.

GVRD Media Demand

The GRVD market has the third highest media rate card in the country. Currently, the digital rate card is over 40 % higher than other Canadian market places – a factor of supply and demand. The GVRD is a well-educated media market with above average household incomes, home ownership and exceptional immigration growth from Southeast Asia, China and many of other parts of the world.

Under this RFP, Outdoor Media companies are invited to propose a Digital Display program, for the City of New Westminster, deploying a relevant and compelling revenue business model.

1.2 ABOUT CITY OF NEW WESTMINSTER, B.C.

As the oldest city in western Canada and the first capital of British Columbia, the “Royal City” has a proud heritage with much to offer to residents and visitors alike. New Westminster's City Centre reflects its long history.

New Westminster is a city deeply connected to a rich past, brimming with excitement for a bright future.

This urban community has maintained its small-town charm over the years and today New Westminster continues to attract new families and businesses alike. SkyTrain stations link the city to centres throughout Metro Vancouver and close access to major road, rail and air and water connections provides a strong competitive advantage.

As a regional town center, New Westminster actively promotes local development and higher density, while working towards our goal as a truly livable city, where residents can live, work and play. Our neighbourhoods are home to active, engaged citizens who work together to form a special community, connected to our waterfront location and linked together by parks and greenways along with a network of biking and walking trails. A focus on creating and promoting economic development opportunities will ensure our prosperity in years to come.

Regional Economic Hub

The City of New Westminster is an energetic and dynamic City that is known for business and investment opportunities supported in part by its progressive and forward thinking economic climate. New Westminster is a City within the Greater Vancouver Census Metropolitan Area, just under 45 minutes from downtown Vancouver and 20 minutes from the Vancouver International Airport.

Demographics

New Westminster's population is estimated at 65,000 people and has experienced a population growth rate of 3.4% from 2001-2006.

Location

The City is centered in the GVRD region delivering a total population in excess of 2.3 million. Located at the centre of lower mainland, New Westminster is centrally located in the Metro Vancouver region, bounded by Highway 1 and with direct access to the U.S-bound Highway 91 & 99.

The City is bounded or surrounded by Coquitlam (Pop.114,565), Burnaby (Pop,201,799), Richmond (Pop.174,661), Delta (Pop.96,723) Port Moody & Port Coquitlam (POP. 80.2) and Surrey (Pop.394,976). Additionally, the City is a primary flow-through commuter market(250K vehicles/ day), with easy access to Highway One Trans Canada, Highway 91, 91A & 99; as well as Queensborough, Port Mann and Pattullo Bridges.

Located at the centre of Metro Vancouver on the banks of the Fraser River, New Westminster is the place to be.

New Westminster is a vibrant transportation hub, featuring five rapid transit stations and ready access to major highways, rail and water. Situated 20 km east of Vancouver, travel to Vancouver International Airport and the US border can take as little as 30 minutes. The land mass area is 15.41 square km with an important asset to the media industry 250,000 vehicles per day passing through the City.

The City's transportation system is comprised of an integrated network of highways, public transportation services and railways providing for the movement of people and goods. The City is a true North American gateway. Major cities are within easy access by road, rail and air. Vancouver's state-of-the-art International Airport provides flights to over 250 international business destinations and handles more than 17.5 million passengers annually. New Westminster is accessible to all major cities in the Lower Mainland of British Columbia.

New Westminster is connected by two major highways – the Trans Canada Highway One & Highway 91A (5 minutes off Highway 91 & 99 connector) major railways and five southern mainland sky train stations. Deep sea docking/port facilities are strategically located on the north bank of the Fraser River. The City is located near Vancouver International airport. In less than 30 minutes, the Canada/United States border crossings put New Westminster's businesses within easy access of local, national and world markets. There are several bridges- the Queensborough, Pattullo and the nearby Port Mann near the Brunette Highway One interchange.

New Westminster has a diversified industrial manufacturing and service base and over 2000 businesses. New Westminster is well-positioned to take advantage of the nearly \$6Billion US of product heading across the two border crossings including 240,000 truck shipments heading south and 300,000 reciprocal shipments heading north. Transportation corridors serve as a great advantage for businesses looking for a central location for distribution by road, rail or water.

An extensive road, rail, bridge and transit transportation network borders, Coquitlam, Burnaby and Richmond markets. New Westminster is only minutes over the Pattullo or Port Mann bridges to Surrey. North and south Delta are also easily accessible from Highway 91. Three of Canada's busiest bridges, the Queensborough, Pattullo and the Alex Fraser have passenger, vehicle and truck crossings totalling 293k vehicles per day. Both bridges are situated in New Westminster. Further, the New Westminster section of the Trans Canada (Highway One) boasts southern mainland traffic of 120k vehicles/day. The East West Connector Highway 91 and 91 A pass through New Westminster, thereby creating excellent digital locations, with long sight lines.

Affordability

New Westminster has more affordable land and lease costs for businesses and more affordable housing for residents than other cities in the Lower Mainland. This has resulted in significant growth in housing developments in recent years, attracting young home buyers, couples and empty nesters.

Labour market

The combination of access and affordability means that New Westminster is attracting more adults to live and work in the community. As of the 2006 Census, there were 23,465 within the city. New Westminster has significantly more adult residents in the prime working years of 25-54. Workers are attracted from throughout the region because New Westminster is so easily accessible. New Westminster is home to a number of strong public institutions that enhance the life of its residents, provide employment and offer access to advanced research, skilled workers and training opportunities.

Quality of Life

A city with a "small town feel", residents of New Westminster share a unique connection to the City's historic roots. Our many neighborhoods, from Queensborough to Sapperton and everywhere in between, have grown over the years and today combine to form a special community.

Metro Vancouver is world-renowned for the exceptional quality of life celebrated by its residents. City waterfront, parks and mountains are enhanced by the temperate climate that the region enjoys year-round. The West Coast lifestyle has resulted in the region reaching the top of many surveys for quality of life.

There is much to see and do in New Westminster. Enjoy a network of greenways, bicycle paths and walking trails. Explore heritage neighbourhoods, visit museums and attend live performances at theatres and festivals. Our parks, greenways, thriving arts community and vibrant commercial districts combine to make New Westminster a great place to live, work and play.

Celebrating its 150th anniversary in 2009, New Westminster's funky downtown area has retained a unique heritage character that dates back to the days when the Golden Mile of Columbia Street was the shopping destination for the lower Mainland. This enhances the City's architectural appeal and provides a prime opportunity for downtown redevelopment into distinctive retail and office space.

Over the past one hundred and fifty years, New Westminster has continued to grow and thrive. The community isn't just another suburb of a larger city – New Westminster's heritage, traditions and character sets it apart with a unique identity. New Westminster is a community with active and engaged citizens, enthusiastic about their city – where it has been and where it is going. Together, the community, share a deep pride in the city's rich history and an excitement for a bright future.

2.0 SCOPE OF SERVICES

This RFP defines the site, structure, scale, design framework, fundamental terms of reference and proposed agreement terms.

The City seeks to implement a Digital Structures Program for a twenty (20) year term, with a media operator under a revenue share agreement. The program scope includes the design, manufacture, supply, installation, ongoing maintenance, cleaning, repair, relocation and ultimate removal of such Digital Structures.

An annual revenue share business model is proposed. However, other options, such as lump sum and strategic relationships can be submitted. The inclusion of free public service broadcast time and a customized design are suggested marketing benefits.

This **Scope of Services** Section outlines the key requirements, the City is expecting to achieve in the implementation of an Outdoor Digital Display program. The City is seeking to procure a cohesive, impactful design, state of the art resolution and structure functionality with diligent attention to maintenance and site placement from the Preferred Proponent(s). The structural emphasis is focused on flexible, modular and durable high quality materials. Equally important is the need to focus on vehicular movement, flow and most important public safety.

Sites

The design should complement the City's identity and vistas. In other words, the ongoing deployment and placement of these Digital Structures should complement and work effectively in the context of the City of New Westminster's physical environment. The City has been diligent in selecting sites with high traffic counts to ensure exceptional media circulation, site lines and other visual attributes.

Initially, approximately twenty-four (24) sites were assessed by the City. There are nine (9) viable sites overall available over a twenty (20) year term. Phase One sites are perimeter city locations, existing bridges and high traffic highway and arterial roadways. All selected Sites can accommodate one or two LED screens. The City is open to consideration for other perimeter sites, if identified by the Proponent.

There will be three (3) **PHASES** in the first ten (10) years of the Digital Program.

Phase One

- Envisions a maximum of four (4) new sites in Phase One, within 18-24 months
- There are six (6) available in Schedule A- Appendix B.

Phase Two

- At the City's sole option, Phase Two will include an additional three (3) sites;

Phase Three

- At the City's sole option, Phase Three will include an additional two (2) sites.

No conflicts exist for the placement of digital structures, save and except, where CBS have poster sites on McBride. These sites have escape clauses with costs. If optionally selected, the successful proponent will be expected to compensate the City for all such termination costs. Otherwise, in 2020, on expiry; selected CBS sites may be available in later phases. This approval is dependent on other existing Digital Structure proximity. Clutter and safety will be determinants as the height and exposed back may present safety and appearance challenges at these McBride sites. Lump sum payment proposals could include this preference.

In the Phase One under this proposal, there are a total of four (4) zones with six (6) Sites available. See Schedule A -Appendix B for site details, maps, site descriptions etc.

Digital Site Selection – Six (6) City Land Sites Proposed

ZONE A – Queensborough-Sites-(NB New West/Burnaby-SB Richmond/Delta/Surrey/Vancouver/Border)

- Queensborough Bridge ROW triangle
- East West Connector 91A /Wood Street
- Stewardson Way/Columbia

ZONE B – Highway 91–Site-Alex Fraser Bridge-Delta /Surrey/US Border)

- Hwy 91 /EB Boundary/S Dyke Rd

ZONE C – Brunette/Trans Canada -Site (WB Highway access to Coquitlam/Port Moody/Burnaby /Vancouver – EB Port Mann/Surrey)

- Hwy 1 Interchange Access /NB before rail track overpass

ZONE D – McBride –Corridor Sites - (NB Pattullo access from Surrey/North Delta)

- Below Royal Interchange/WB Pattullo off ramp

Technology & Business Models

From this designated list of City sites, the Preferred Proponent is expected to provide new large format Digital Structures in LED static mode with 16 mm resolution. The City is open to multiple LED screens on the larger format structures with varying angles to maximize vehicular sight lines and minimize residual light. A single post one or two screen structure has been specified for all proposed locations. Scale and height should be sensitive to site environment with 34 ft. to 75+ ft. post height range. Bridges and higher grade highways will require additional height to maximize traffic sight lines.

Advertising messaging will only be electronically broadcasted from a central office, with advertising messages rolling throughout the 24/hour/day broadcast period. No paper or vinyl or other surfaces are permitted. A proven presence in the North American media industry aligned to a regional or national Digital Structures network in the GVRD is preferred. Standard industry products, selected for each site should be 10 x 20 (digital posters), 10 x 35 (digital spectaculars) and 14 x 48 (digital superboards). In the Appendix B, the City has defined the ideal scale of structure by site, notwithstanding that alternate options and rationale is encouraged.

Of primary importance, the Digital Structures should be of a high quality design, using proven durable materials, incorporating functionality, accessibility, safety, universal design principles, modularity, environmental sustainability features, ease of maintenance and repair. However, it should be noted the bridge sites may require dramatic height, high resolution screens. Ease of visibility is important to avoid safety concerns. Structural engineering expertise and maintenance management are paramount requirements.

The City recognizes there are variances in products, broadcast time spots, digital technologies and business models in this segment of the Outdoor industry. Marketing competency and capital availability/sustainability of the Preferred Proponent(s) are important factors to the City.

Exclusivity

This agreement for Digital Structures will not have market exclusivity. After review, the City has determined that this product will go through phases of infill over the term, based on supply and demand. The City will offer first right to the Preferred Proponent for additional sites at phases to be determined. This Phase One Program will limit new installations to a maximum of four (4) with no guarantee other sites will follow. No conflicts exist for the placement of Digital Structures, save and except, where CBS have seven (7) poster (10 x 20) sites on McBride. As mentioned Pattison Outdoor hold a long term contract for Transit Shelters on the streets of New Westminster. There are no other outdoor third party existing advertising-supported agreements on street furniture.

Proposal Provisions

Council Staff and Public support is important to the City of New Westminster. The Preferred Proponent(s) is to submit a Proposal, with key content using Schedule C -Requirements, Forms and Tables as follows:

To install a maximum of four (4) Digital Structures in the areas on city-owned fee simple or statutory right-of-way lands as described in Schedule A -Appendix B; with site name and installation schedules, over a minimum of eight (8) months and a maximum of twenty-four (24).

The proposal should detail installation schedules for Phase Two & Three over the remaining term to a maximum of nine (9) Sites. There is no guarantee that the City will expand the digital program beyond Phase One. Proponents are welcome to propose additional sites over the 20 year to a maximum of nine (9) without any agreement by the City that additional sites will be approved.

The proposal should outline the terms & rationale, if other than 20-years.

A full estimate of the cost of each structure will become the depreciation base should any site need to be removed or the agreement terminated prior to expiry, in accordance with generally accepted accounting principles. Structure reusability and/or resale value for the modular components would be included in the calculation. The proposal should outline the restoration terms for complete removal at expiry or development driven relocations.

The proposal should detail a full and detailed series of revenue share models and amounts, including forecasted revenues. Refer to: **Schedule C-3-2 Form of Proposal Section 8 Financial** for all requirements and expectations.

At minimum all revenue share proposals should include Guaranteed Minimum Annual revenues (GMAR), paid quarterly, with incremental Percentage Rate (PR) options. Other strategic partnerships and related revenue share models are welcome. All models should include a detailed description on how the Proponent system would work over the term, milestones and other requirements, as well as annual fee audit with back-up client contracts.

It is the City's intention to take direction from the Preferred Proponent on the placement, direction, scale, site lines and other business model matters pertinent to this developing industry. Both a GRP pricing model and network site specific rates are appropriate options for revenue forecasts. A variety of digital broadcast spot lengths and screen sizes can be deployed.

Site specific New Westminster locations will benefit from Vancouver CMA network rates and valued demographics.

By-Law Futures

A planned-in approach to large format Digital Structure placement is important to the City. This is the direction of the City of New Westminster RFP. In the interest of streetscape beautification and other planning guidelines, the City prefers a single custom design look and LED technology (static mode only) with scale and context appropriate to locations. The City's Digital Design Guidelines Schedule A-Appendix A will provide general design expectations.

Other markets have private landlord or municipal rogue behaviour "anything and everything" in many different generations of paper/vinyl billboards, digital technologies and structural designs; often without appropriate by-law approvals. There is a strong media industry demand for digital change-outs from

paper and vinyl. The OOH industry is attempting to work with major municipalities to encourage a consolidation with technology neutral sign by-laws.

Fortunately, the City of New Westminster has only seven (7) tri-vision posters – all on McBride. Therefore, a planned approach to site selection, placement and scale with pre-set structure numbers and site criteria has been defined, including stakeholder research input. The New Westminster Digital Site criterion respects residential zoning limitations and safety restrictions such as illumination/ambient light, visual landscape & vista pollution, vehicular distraction and contextual scale.

The City realizes there could be variances in this digital technology product and will make every effort in future to evolve in tandem. However, any changes in broadcast mode technologies over the term will require City approval. This will ensure public safety, dimensional impact and other structural considerations.

Under the City's development permission, no paper, vinyl or other OOH material surfaces will be permitted on these Digital Structures. The CBS tri-vision vinyl structures will remain unless terminated with penalty recovery, under a Proponent proposal.

Revenue Model

As detailed in the RFP, advertising will be permitted on LED screens providing significant revenue opportunities to the Preferred Proponent(s) and the City.

The City recognizes Preferred Proponent(s) vary on ad messaging time length, traffic counts/location quality, market penetration, competition, seasonal, pricing, contract terms and discounts as well as overall local and national Sales and Marketing strategies.

The City also recognizes this developing advertising medium may face model changes over the term. However, the City requires a full understanding of Preferred Proponent(s) pricing, including the number of ad messages per time slot, the rotating frequency for advertisers and free City advertising. Further, Sales and Marketing organization, policies and procedures with marketing collateral attachments are required. Client testimonials etc. should also be proposal enclosures. Sub contracted media companies should be included with credentials, if applicable.

Revenue Schedules will include City Revenue Share proposed percentages with an annual minimum guarantee, by structure type and/or as a total network. This Schedule should demonstrate incrementally revenue share growth forecasts/year, as structure numbers increase. Further the city recognizes the quality of the selected City Land Sites and is therefore expecting significant revenues from this program. The City is open to other revenue share models including lump sum and hybrid options. However, at minimum the City expects a guarantee with percentage rate proposal. Refer to: **Schedule C-3-2 Form of Proposal Section 8 Financial** for all requirements and expectations.

2.1 Design Matters

This phrase "Design Matters" captures the essence of the "Streetscape" approach and frames the

objective to achieve a successful Digital Media Program. The City has defined a specific selection of locations/perimeter areas, LED technologies and screen sizes. A sense of cohesiveness is the objective. City brand integration is the objective.

The design should be modern, elegant with clean lines and preferably without excessive post pillars, screen framing, supporting or decking elements. All units should be site specific in scale, dimension and design to meet the City beautification expectations.

Digital Structure design can be unique with City brand integration. This approach tested very positive in the research.

2.2 Scale and Context

The City covers a small area; at approximately 15.3 square miles, with a broad range of bridges, arterial roads, expressways and highways. The hilly landscape is surrounded by mountains, rivers and other such vistas. The City has very distinct history and a revitalized high density waterfront and entertainment quay. Public pride and new program support are important to the City. Therefore, vista protection in residential zoning was a key criterion in site selection and structure placement.

The bridges and arterial/highways perimeter sites can accommodate the mid-size (10 x 35 or 14 x 48) scale. This wide-open context demanded by the media industry appears to be in alignment with highway height of way, commercial and industrial zoning specifically. Where applicable, smaller structures such as 10 x 20's are preferred for city building sites, near retail, sports, cultural facilities, expansive green space/parks or residential land parcels.

Therefore, scale and site context are important considerations. The ultimate goal is the right scale and context; a "one size fits all" structure solution may not be feasible. Over the term, the City objective is to deliver a cohesive network of digital structures with site appropriate modifications.

In general digital distribution (spacing of these units) within the City and surrounding GVRD markets will be controlled by operator capital availability and advertising demand. Further, media circulation will be important criteria in the evolution of this product as duplicate circulation is not ideal.

Often Proponents have different product specifications; the City is open to proposals maximizing the selected site in scale and context.

2.3 Cohesive Design and Brand Identity

The City Branding Guidelines illustrate the use of key identity colours. The exterior structure screen colour could be a consideration by the Proponent as shown in site selection photos. The City is open to the placement of their logo on the structure. Clean lines of the Digital Structures should support a modern and elegant City identity.

On the post, base or screen, City brand integration deploying an element crown, purple unique to the City should be considered e.g. colour palette, shape, topography, etc. The City also has exchanged the purple pantone colour for black in recent applications. Only a black structural post can be considered.

A custom and distinct look, deploying cladding to post is also a design opportunity. Many of the sites would benefit from a sleek design due to space, height and sight line approach conditions. Operators can submit their standard structure design and/or a minor versus fully customized City brand enhancement design.

A custom design for Pattullo gateway signage and/or marquee naming is also an option to reduce clutter and improve overall streetscape.

A standard design maybe the preferred direction of the Proponent, based on system-wide product advantages, cost, modularity and other operational considerations. Therefore, City brand customization would not be feasible. However, structure scale should be appropriate to the site and its environment.

Only one structure is to be placed on any selected site. However, two screens per structure are acceptable and preferred. The site plan should optimize site lines, safety industry acceptable LED resolution (DPI & Pitch) etc.

Landscape and community considerations such as illumination, screen angles, base safety etc. are important design criteria. Sensitivity to the quality of life is a paramount concern, where structures are visible to surrounding residents. Any surrounding improvements on stat ROW sites should be detailed and included in Proponents' costs.

2.4 Functionality and Design Quality

In light of the important scale and contextual relationships identified above, the idea of modularity in elements and a common design thread is desirable in the City. The City believes the emphasis should be on flexible features, such as height and screen size, as opposed to completely different pillar, framing or fascia designs.

A theme strongly promoted by the City is the need to ensure that Digital Structures are of consistently high quality, placed and oriented in a manner to serve its users and the public, as opposed to simply providing a medium for advertising.

There are many inter-related elements to the important objectives of design quality and functionality. The City seeks an elegant, timeless identity in its design structure profile with high quality site specific materials and assembly. These materials are subject to harsh conditions including extremes in climate, physical challenges from maintenance vehicles, snow ploughs, construction, etc. and wilful abuse like graffiti, scratching, postering and other forms of vandalism. Therefore, the consideration of graffiti resistant anti-corrosive materials is recommended. Each City site approved for selection has right of way access. Professionally-engineered drawings for each site will be required from the Preferred Proponent(s). Unfettered site access will be assured for ongoing maintenance.

The City will expect a rolling replacement of worn and tired structural components or poorly performing or out-dated LED screen technologies. This ongoing lifecycle change-out for components is required in the Proposal. In addition, a mid-term re-designs for all twenty (20) year term proposals should be clearly articulated.

The concept of modularity should also be a foundation of design. Modular pieces, or a "kit of parts", will support the goal of flexibility. Within cohesive design parameters, this modular approach will facilitate quicker and more efficient repair, thereby optimizing system reliability.

In addition to aesthetic quality and performance, Digital Structures will provide various services to the public. The design of new Digital Structures should, first and foremost demonstrate suitability for their intended use. The design should be driven by the needs of its users and the public should be instantly able to recognize the functionality.

Based on City Land Site Selection Schedule A, Appendix B, the placement, structure scale and screen size should be modified or enlarged to accommodate the appropriate screen line of sight and viewing angle.

2.5 Design Brand/Gateway/Building Sites

The range of perimeter Digital Sites specified represents one step, albeit an important one, toward achieving the City's overall placement objectives and elevating the quality of community communications.

However, where sign design is associated with other gateway or building marquee signage; design proposals should tastefully integrate with the objectives of these locations, such as City Welcome or Come Again, facility naming, including allowances for surroundings, scale and site landscaping. The City is open to suggestions, in this regard; should the McBride/Gateway near Pattullo site be a Phase One consideration. Over time throughout site selection expansion, this integrated design requirement could be important at City building sites.

2.6 Placement – Pedestrian/Vehicular Circulation, Accessibility, Safety

It is critical to establish media circulation and safety considerations for the ongoing deployment and placement of various digital structures. The placement should complement and work together effectively in the context of the City streets, bridges, highways and other right of way installations.

The **"Digital Structures Design Guidelines"** document Schedule A -Appendix A deals extensively with the way in which Digital Structures can work on different City sites, street furniture placement guidelines are included in this document for reference. Although many of the directions and parameters that are being established in this regard are not geared solely to Digital Structures. The Guidelines may have a significant effect on how a Preferred Proponent(s) future site plans are developed.

These requirements are aligned to current by-law provisions. The City has taken a diligent approach to site selection and site lines to optimize Media Buyers and operators' expectations. The scale and context considerations discussed previously clearly should work in tandem with the structure placement on site. The Preferred Proponent(s) should review carefully this document, while developing responses to this RFP. Exceptions for set-back may change stated specifications where agreed. The City is open to Preferred Proponent's experience and advice in this regard.

The City, while working collaboratively with the Preferred Proponent(s), will have final sign-off on the placement of Digital Structures. Future planning restrictions and/or safety. Historic/iconic buildings, landscape vistas, special tree/foliage classifications, residential proximity or public art installations are just a few such considerations.

Safety

Safety must be integral to any design. Considerations like protecting the public from poor quality structural elements, eliminating sharp edges and projections, impeded vehicular sightlines or other signage visibility problems such as transit/highway directionals right-of way implications or distractions and the residual lighting are important. Secure information technology systems to inhibit hacking and hijacking should be demonstrated standard capabilities. Compliance to provincial Work Safe Guidelines is expected in practice and in structure design.

OAAA static mode scale and guidelines, with respect to public and vehicular safety are acceptable operating practices. Proponent(s) with full motion video products should not provide submissions, unless supported by new evidence of low risk to vehicular safety. There is no known overriding highway or other legislation affecting selected sites at this time. The Preferred Proponent(s) will make appropriate adjustments to ensure compliance where required safety should be a paramount consideration in road/bridge side installations. BC Ministry of Transportation are developing a digital structure point of view and potential guidelines. To date this approach has not called for stakeholder input. Throughout the province, there are several existing or under construction billboards, including digital or other motion technologies within the 300 metre MOT road side guideline.

2.7 New and Replacement

Under the terms of an Agreement, the Preferred Proponent(s) will install within eight (8) months a minimum of two (2) structures, with all four (4) Digital Structures in Phase One, no later than twenty-four (24) months.

Where business viability support all in the first year, the Proposal should reflect such commentary. This commentary should include overall business model rationale, revenues and site placement from a public and media perspective. Preferred Proponent(s) are welcome to provide supporting research with their Proposal for additional sites beyond four (4) in the near term.

The lifespan of these structures may be shortened by evolving technology. The Preferred Proponent(s) is expected to renovate, modify or replace such structures to ensure revenue achievement under the terms of the agreement. Future land use changes and other by-law variances could require the removal of these structures.

Notwithstanding, the minimum requirements set out above, the Preferred Proponent(s), subject to the consent of the City or at the City's request, may install additional structures over and above nine (9) at approved locations or to replace existing structures with City permission.

Construction and installation schedules should be area specific and approved by the City. Reasonable interruptions in traffic, site access etc. are expected. The Preferred Proponent(s) will be responsible for

site clearance and other related obstacle removal, hydro sourcing or other preparation, as defined in the pre-approved plans.

The first four Digital Structure City Land Sites for Phase One can be selected from Site Selection Schedule A -Appendix B to ensure CMA distribution criteria. The site priority implementation and business terms should be clearly presented in the Proposal. The agreement should not exceed twenty (20) years, with a mid-term design upgrade and performance review in the tenth year for such proposals. If longer terms are required, please provide supporting commentary.

2.8 Digital Structures & Specifications

New Westminster is open to alternative and innovative Digital Structures. However, consistency in screen size and structural design are important criteria. Static screen dimensions at 10 x 20, 10 x 35 & 14 x 48 ft. are acceptable and encouraged.

The sites pre-selected by the City have long sidelines and require substantial screen scale and structural height. Static format structures with LED technology deploying, monochromatic images for six (6) eight (8) or ten (10) seconds is favored. The static mode has been growing in market share with national media buyers in North America and the surrounding Greater Vancouver Area markets.

Broadcast models (frequency and length of ad spot) may differ by Proponent. Alternate broadcast models are acceptable. However the static mode is the only acceptable technology under the terms of this proposal. Static digital studies funded by the Outdoor industry and other vehicular organizations support this approach.

Full Motion Video has proven problematic; as message retention, advertiser loyalty and production costs are unclear. Furthermore, safety statistics are difficult to source. Therefore, LED full motion structures are not acceptable technologies at this time.

The City has a preference for modern design based on clean lines, post placement options and high quality LED resolution. No repurposed existing spectaculars with excessive staging, scaffolding or the like will be considered. A consistent screen size and state of the art LED screens are motivating City interest in this developing technology.

Vandalism

At no time, during the term of this agreement will vandalism be the cause for the elimination of a Digital Structure from a Preferred Proponent(s) inventory. However, any technologies or processes available for high risk installations are encouraged.

Visibility

Structural obstructions to pedestrian or motorist visibility will not be permitted on any site. The City will work with the Preferred Proponent(s) to optimize line of sight, including minor adjustments to site conditions, where suggested. In some cases, light standards visibility temporarily depending on viewer perspective and location.

LED Illumination

All structures will be illuminated 24/7 unless disrupted by temporary weather, site/area construction or repair. Illumination technologies should include automated dimming and cooling technology to reduce energy use. Output should be calibrated to the lowest level of power required to be effective in any given ambient light or as required to meet public safety expectations. Nearby placement of temporary generators as a disaster illumination or communications strategy should be considered. Structures flanking Ministry of Transportation highways and bridges could require additional dimming to avoid sudden distractions by night motorists.

Drainage

Each structure will be constructed and installed to ensure that water will not pond around the structure.

Safety

The City has the right, to require LED screens to be angled/positioned in a certain way on a particular side, to provide for the safety of pedestrians and the safe movement of vehicles. The City may require installation in a special manner to accommodate other public safety services deployed on said property e.g. light standards, railway ROW and illumination levels with a view to public safety, structure placement and illumination levels should consider the risk of motorist's distraction.

Materials Used

Proponent(s) are requested to source fabricators/manufacturers deploying proven components and materials at equivalent or better outdoor industry standards. Environmentally responsible policies and materials use are encouraged. All Proponent(s) will provide plans showing all appropriate dimensions, gauges, thicknesses and engineering details:

- LED panels will be tempered glass at a thickness that deters vandalism; LED screens should be resistant to vandalism and all materials deployed should be proven (i.e. tested) for durability in all urban & weather conditions.
- Exposed steel surfaces and all exposed decorative aluminum panels will have a baked enamel finish; anti-corrosion materials as well as graffiti-resistant coatings.
- Concrete foundations specifications and post tethers are to be certified by a professional engineer.

Structural

All such structural elements must meet B.C. Building Code standards and other tolerances, utility roadway right-of-way and other specific building property requirements. A detailed description of warranties repair execution and other replacement fittings are required. Parts and appendences are to be properly secured to protect public safety in all types of weather conditions, as well as, accidental

vehicular or other contact.

Filler Material

The Preferred Proponent(s) will ensure at all times that advertising spots, operator bumpers and/or City supplied public service messages are broadcast. At no time should the screen be blank.

2.9 Intelligent Transportation & Communication Systems

The Preferred Proponent(s) are required to cooperate with other agencies to make Digital Structures available for co-location installation of satellite receivers, transmitting devices and other equipment; as such communications systems are developed.

Any incremental co-location revenues accrued to the City or the Proponent(s), after costs, will be shared e.g. cellular transmission.

2.10 Flexibility and Sustainability

Additional digital Structures provided under this program should have the capability to incorporate future technological and design advancements. The Preferred Proponent(s) may be required to undertake programs allowing for the exploration of new opportunities at fair market value to the City. Should the Preferred Proponent(s) be unable to provide the required new products, the City reserves the right to offer such opportunities to third parties.

The use of sustainable technology such as solar power, reusable or recyclable components is expected. New innovations which might contribute to an improved Streetscape or environment are encouraged and should be explored throughout the duration of the Agreement or as technologies improve.

2.11 Advertising-National & Local

The RFP provides clear parameters for the use and role of advertising on the Digital Structures program. The Preferred Proponent(s) will provide free broadcast spots for City use, such as economic development, event promotion or public service announcements, equal to at least ten (10) % of the total broadcasting time in accordance with the Agreement. One broadcast spot/minute would be expected by the City.

The advertising on Digital Structures will comply with the standards set out by the Advertising Standards Canada Council (ASC). The Preferred Proponent(s) will not broadcast any advertising which is, in the opinion of the City; acting reasonably, is not of good character and appearance, free from vulgarity or indecent suggestion of any kind or nature. Advertising content must comply with federal and provincial policies and guidelines. The Preferred Proponent(s) must comply with the City Advertising Policy, which excludes tobacco, tobacco related products or political advertising. Alcohol advertising on or near arterial roadways, highways or expressways should be offset by public service messaging against drinking and driving. As well, the creative content should be appropriate for site, speed of traffic and other public service considerations.

The City reserves the right to request the removal of advertising and the decision of the City in this regard shall be final and binding. The City shall be entitled to require the Preferred Proponent(s) to remove any advertising that does not comply with the provisions outlined above and the Preferred Proponent(s) shall, if found to be in error will at its sole expense, remove the advertising to the satisfaction of the City, acting reasonably, within a reasonable time frame. The City shall not be liable to the Preferred Proponent(s), or anyone claiming through or against the Preferred Proponent(s), for any damages, loss, costs or expenses by reason thereof.

Revenues

The Preferred Proponent(s) will be responsible, at its sole cost, for carrying out all functions associated with the digital media program acquisition, implementation and operations. Credential in digital sales, marketing and broadcast production should be demonstrated in the Proposal; including but not limited to:

- a) Proponents' best efforts to maximize gross revenues within the parameters of the program.
- b) Proponents' best efforts to direct a well-managed sales & marketing program credential.
- c) Proponents' ability to manage and control distressed inventory to increase occupancy to mitigate rate discounting, to realise comparable GVRD market and sales success.
- d) Proponents' best efforts to minimize interference with the City's day to day operations, including the supply of detailed annual gross revenue reports by client.
- e) Proponents' capacity to invest, repair, replace, manage structural technological risk and opportunities.

Under the above criteria, combined with the strong design and maintenance compliance, the City envisions a positive sales proposition for national, regional and local advertisers and compelling revenue share to the City over the short and longer term. Refer to: **See Schedule C-3-2 Form of Proposal Section 8 Financial** for all requirements and expectations.

2.12 Construction Parameters

Permits and Approvals

The Preferred Proponent(s) will at all times observe and comply with all applicable statutory requirements, rules, regulations, standards, specifications and by-laws of the City. The Proponent will assist the City, as necessary in the development variance, development and sign processes, as required. The Proponent is responsible for all traffic obstruction, electrical, building permits etc. which are required or deemed to be required in the future. All permits costs will be the sole responsibility of the Proponent.

Foundations and Underground Services

The Preferred Proponent(s) will be responsible for site clearance and other related obstacle removal or preparation, as defined in the pre-approved plans. The Preferred Proponent(s) will be governed by standard City construction guidelines, including the construction requirements for the installation of underground or above ground services, as may be amended from time to time. All material and

equipment shall be stored, so as not to interfere with visibility and/or vehicular or pedestrian movement. Sidewalks shall not be obstructed at any time. Where digital structural design drawings require concrete foundation rebar, piles etc. The Preferred Proponent(s) will undertake the installation and all associated work, at its sole expense.

All above ground and underground structures in place at the time of installation of an element will be deemed to have been in that particular location first.

Electrical

Over the Term, it is the City's desire to minimize reliance on electrical connections and encourage the Preferred Proponent(s) to obtain power from a renewable source(s). Where connection to the hydro electrical system is required, all electrical work shall comply with relevant Sections, latest editions, of the following:

- Canadian Standard Association (CSA) Standard C22.1: Canadian Electrical Code (CEC);
- Relevant British Columbia Electrical Regulations and Bulletins; and
- Relevant Building Codes.

The Preferred Proponent(s) should be familiar with all relevant legislation and practices in this regard. The Preferred Proponent(s) agrees that it shall work with the appropriate power authorities to supply and connect underground electrical power, where required, to all Digital Structures constructed or maintained and that it shall, at its sole expense, be responsible for the payment of all utility bills with respect to electricity consumed for illumination. Under the City's sustainability practices, evolving solar technologies will be encouraged during the term of this agreement.

The City will make every effort to facilitate the installation process. Hydro services for digital will be available, through New Westminster Electrical Utilities or Fortis BC Hydro, if necessary. All hydro installation costs will be the sole responsibility of the Proponent.

Traffic and Noise Control

All pedestrian and vehicular traffic control shall be provided by the Preferred Proponent(s), at the Preferred Proponent(s) expense, in accordance with the City's requirements and the British Columbia Traffic Manual.

During the course of construction, implementation of Digital Structures and maintenance, the Preferred Proponent(s) will provide, erect and maintain at their sole expense, all requisite barriers, fences or other proper protections. They must provide and maintain such flag persons, watchpersons and lights as may be necessary, or as may be ordered by the City, in order to ensure safety to the public as well as to those engaged about the premises or works.

The Preferred Proponent(s) shall from the date of commencement of the Agreement, assume responsibility for the barricading and signing of hazards resulting from any work associated with the

placement of digital structures.

The Preferred Proponent(s) shall ensure that all work undertaken during construction, maintenance or repair of the Digital Structures is within the permitted days and hours of work stipulated by the City.

The Preferred Proponent(s) will have to pay any costs incurred by the City or the utility company for the construction, maintenance or repair of their facilities due to the presence of Digital Structures debris within the Street.

2.13 Materials, Construction & Finishing

Proponent(s) are encouraged to incorporate innovative and new jointing techniques in the fabrication and construction of Digital Structures.

All welded joints must be ground to a smooth finish to minimize corrosion and unsightly connections. All Digital Structures should be fabricated of quality, durable and rust proof material:

- vandal resistant and mischief-proof;
- scratch, graffiti and poster resistant;
- be constructed landscaped or barricaded so as accessibility to people with disabilities and special needs, for blind or visually impaired persons (i.e. cane detectability) should not be a navigation hazard;
- constructed with a low-maintenance corrosive and graffiti resistant finish (i.e. stainless galvanized etc.);
- constructed to facilitate ease of maintenance and cleaning of debris;
- able to be securely fastened to the concrete foundation using specified non-corrosive attachments;
- secured tethered installations if excessive height requires;
- respect the parcel envelope dimensions and scaled appropriately for the environment;
- unobtrusive as possible and consistent with their function; and
- free of any sharp jagged, unsafe features, protrusions and moving parts that could pose a hazard to pedestrians, vehicles, maintenance personnel or property;

Proponent(s) shall, if requested, submit written verification of products, commodities and materials offered to the City, within five (5) working days of request at no cost to the City.

Verification shall include, but not be limited to, proof of certification, if specified, by a Standards

Certification Agency accredited by Standards Council of Canada, independent laboratory test results, material manufacturers' product sheets, Master Municipal Construction Documents Association (MMCA) and Materials Safety Data Sheets (MSDS).

Independent verification testing of products, commodities and materials shall be performed by a laboratory accredited by Standards Council of Canada or other government agency recognized by the City.

Testing, certifications or approvals required by this specification shall be carried out by the manufacturer at no cost to the City.

2.14 Maintenance Requirements

The Preferred Proponent(s) will be required, during the term of the Agreement, to maintain all existing and new Digital Structures at least to the level of minimum maintenance performance requirements indicated herein and including:

- compliance with inspections, reports or complaints from City staff or the public;
- programmed maintenance (quarterly program);
- repair of any/all damaged or dysfunctional structure components;
- emergency maintenance and repair;
- circuits and other LED replacement;
- cleaning and removing weeds, scratches, graffiti, stickers and posters from all Digital components;

The Preferred Proponent(s) should have maintenance staff in the New Westminster area and maintain the Digital Structures at its sole expense, to the satisfaction of the City, whether modified or retained unmodified by the Preferred Proponent(s) and irrespective of the date of installation.

After notice from the City and/or authorized agency; a seventy-two (72) hour repair or replacement turnaround is the required standard of service. Emergency repair response is not to exceed twenty-four (24) hours to protect the public safety. The Director of Engineering Services will provide direction, once the site is secured.

Electronic site monitoring for both LED screen maintenance/up time and ad traffic compliance is required. Under the provisions of this RFP, the Preferred Proponent(s) is required to:

- clean and wash each element and promptly remove all scratches, graffiti, stickers, posters, garbage, litter, weeds and grasses in the immediate area, at least once a month, or more frequently if required by the City;
- clean any accumulation of snow within the immediate base area. This is important should the structure location require maintenance or impede any movement of pedestrians, city vehicles,

vehicular traffic or future city building sites etc;

- undertake cleaning or maintenance at specific locations when notified by the City in response to site specific concerns, in which case the Preferred Proponent(s) will carry out such cleaning within seventy-two (72) hours;
- remotely inspect each Digital Structures element electronically at least once a day for any damaged or broken components or burned-out LED/lighting fixtures and shall repair or replace any damaged or broken parts within twenty-four (24) hours of the Preferred Proponent(s) becoming aware of the occurrence of the damage, breakage or burn-out;
- on-site inspections for safety hazards and other structural deficiencies not included in the off site, monitoring is required twice monthly;
- undertake emergency maintenance if notified by the City that the condition of a digital structure is such that it is a serious danger to the public. The Preferred Proponent(s) will, as soon as reasonably possible and in any event, no later than twenty-four (24) hours after the giving of such notice, repair, maintain or make safe the element, at its sole expense and to the satisfaction of the City;
- at its own expense, be responsible for the repair of damage to any Digital Structure when such damage is caused by an act of vandalism or any other cause;
- have readily available replacement parts to facilitate ease of maintenance; and at least one modular component in back up inventory including LED screens;
- ensure the City, or persons authorized by the City, shall have the right, at all reasonable times, to inspect or otherwise review the work performed or being performed by the Preferred Proponent(s) or its agents or vendors on the digital structures;
- submit an annual maintenance schedule for anticipated work that would take place;
- maintain a record of all repair and maintenance by site location including routine and special requests for maintenance repair or replacement; and
- inspect each structure annually for structural stability, at high traffic areas with frequent construction. The City reserves the right to request a structural certification report from a BC Professional Engineer, when deemed necessary.

2.15 Commencement and Term of Agreement

The City intends to enter into a twenty (20) year Agreement with the Preferred Proponent(s) for the design, manufacture, installation, ongoing maintenance, cleaning and repair of Digital Structures provided under this RFP. It is the City's intent that this Agreement shall become effective January 01, 2012.

The City may consider an alternative term of Agreement and reserves the right to accept an alternative term, if it deems it is in the City's best interest to do so.

2.16 Ownership

During the term of the Agreement, ownership of all new Digital Structures will rest with the Preferred Proponent(s). Subject to the exceptions in Section 2.26 of this RFP, upon termination or expiry of the Agreement, ownership of all right, title and interest in the Digital Structures will be retained by the Preferred Proponent(s).

Additionally, all site debris including concrete foundations, wires etc. are to be removed, if requested by the City. A site restoration proposal will become part of the approval process, developmental variance or other alternate permits, prior to installation. Any proposed design exclusive to the City of New Westminster must respect the copyright terms as stated in Schedule A-Section 2.27.

2.17 Accounts and Records

The Preferred Proponent(s) must keep books of account and records and provide the City with quarterly statements of all business transacted and costs incurred in connection with the manufacture, installation modification and maintenance of Digital Structures, as well as advertising on Digital Structures and inventory levels, including the date of installation or modification of each element. This information will be provided in a form satisfactory to the City. The Preferred Proponent(s) shall provide an annual audited statement of all accounts and records. An audited statement may be requested from time to time by the City to verify statements in regards to revenue.

2.18 Removal and/or Relocation of Digital Structures

During the term of the Agreement, the City has the right, at its sole discretion, to direct the Preferred Proponent(s) to temporarily or permanently remove, replace or relocate Digital Structures or Components to:

- accommodate public concerns or changing needs;
- enable construction, maintenance or repairs to public utilities, public works, etc.; or
- address safety and security concerns.

Any costs shall be shared by the City with the Preferred Proponent(s). The City has pre-selected sites to reduce risk including and completed a future planning and zoning assessment for all proposed sites.

No compensation shall be paid by the City, for any loss or damage of any kind, including loss of advertising revenue as a result of any removal or relocation of Digital Structures. The City will waive fee revenues for a period of 90 days pending the reallocation or replacement to an alternative site.

If the Preferred Proponent(s) is required to remove Digital Structures during the term of the Agreement, the surface of the site shall be restored by:

- complying with the site restoration plan and instructions from the General Manager of Engineering;
- including but limited to removing any footings, foundations or other support as directed; and
- ensure the surface of the location to the same condition and using the same materials as the adjoining surface.

Where applicable, restoration costs following removal shall be shared by the City (1–10 years) with the Preferred Proponent(s) or billed to a developer.

2.19 Midpoint Upgrade of Digital Structures

At the mid-point of a 20-Year Agreement, the Preferred Proponent(s) will be required to submit a Proposal in the tenth (10th) year to modernize and retrofit the existing structures, including fascia fabrications, post and frame and LED screens. If so requested by the City, the Preferred Proponent(s) will prepare a Proposal, at its sole expense, to upgrade, refit or modernize the Digital Structures. The City will have the right to accept or reject the Preferred Proponent(s) Proposal. Notwithstanding this provision, at any time, the Preferred Proponent(s) should replace the screen technology or other structural components, at their sole expense, to ensure media technology relevance and competitiveness. Any and all changes in design, technology, illumination and other safety considerations will require prior City approval.

2.20 Siting/Placement

The siting and design of the Digital Structures will be subject to the review and approval of the City. The City may reject the proposed placement on the selected site of Digital Structures in any instance and for any reason. The City shall work in good faith with the Preferred Proponent(s) to reach mutually agreeable siting and design plans. The City's approval in this regard will be separate from and not in substitution of, the requirement of any additional permits, approvals, or other provincial or municipal authorization applicable to the siting or design of the digital structures.

Prior to any installation, the Preferred Proponent(s) is required to submit site plan drawings, take site photographs and any elements on the site of concern and document the existing conditions. Also, the City requires the Preferred Proponent(s) to take photographs after installation and/or removal of structures ("before and after pictures"). A mutually approved restoration plan is also required as part of the final site approval process.

In the event that the placement of any Digital Structures and associated services results in damage to special, distinctive or historic pavement, such pavement shall be restored to its original condition by the Preferred Proponent(s). If the Preferred Proponent(s) fails to perform this duty after being notified by the City, the City shall undertake all rectification work and the Preferred Proponent(s) shall pay for work to be done invoiced by the City, plus an overhead amount equal to 20% of the work done.

2.21 State of Good Repair

The Digital Structures and LED Screens must be maintained in good and proper repair and in a condition satisfactory to the City and the advertising industry at all times.

2.22 Letter of Credit

The City currently expects substantial performance security. It is noted that the quantity to be provided under the proposed Agreement and the maintenance obligations are substantial. As well, the proposed Agreement will include new items which are not currently covered by any security arrangement.

It is assumed that any new Agreement should provide for security sufficient to address the damages occasioned to the City for a sufficient period of time i.e. two (2) years as required for notice of default, termination of the Agreement and the re-soliciting and negotiation process with a new Proponent(s). At a minimum, this would include losses to the City in the form of unpaid advertising revenues and a requirement for the City to assume the costs of marketing, maintenance and repair of existing elements.

As security for the performance of its financial obligations, including its obligations to pay fees, indemnify the City, remove construction liens and its obligations pertaining to construction, maintenance, removal or relocations of the Digital Structures and adjacent areas and restoration of City property where required as a result of such work under the Agreement (the "Obligations"), the Preferred Proponent(s) will be required to provide performance security in the amount of Three Hundred Thousand Dollars (\$300,000.00). This shall be provided in the form of an unconditional and irrevocable letter of credit from a Schedule I Chartered Bank in Canada, satisfactory to the City Solicitor and the Director of Finance and IT Services in the form attached as Schedule "A" Appendix C & D to this RFP, to be drawn upon by the City in the event of an un-remedied default by the Preferred Proponent(s) in the performance of any of its obligations. Other forms of security would be may be considered by the City.

2.23 Insurance Requirements

The Preferred Proponent(s) shall be required to provide, prior to the execution of an Agreement with the City, the following insurance from an insurance company and in a form satisfactory to the City Solicitor and the City Manager:

- (a) commercial comprehensive general liability insurance on an occurrence basis against claims for broad blanket contractual liability, contingent employer's liability, broad form property damage, non-owned automobile liability, Proponent(s) protective liability, personal injury, bodily injury including death and property damage suffered by others arising in connection with the Digital Structures or out of the operations and liabilities of the Preferred Proponent(s) as contemplated by the Agreement, indemnifying and insuring the Preferred Proponent(s) and the City and their respective officers, employees, elected officials, agents or subcontractors, in such amounts and to such extent as a prudent owner of the Digital Structures and such operations would, from time to time, carry, provided that this amount shall not initially be less than Five Million (\$5,000,000) Dollars for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and without limiting the foregoing, with provisions for cross-liability

and severability of interests;

- (b) "all risks" property insurance covering the Digital Structures, trade fixtures and equipment of the Proponent(s) in the streets on a full replacement basis;
- (c) standard Proponent(s) liability insurance for owned or leased automobile with limits of not less than Three Million (\$3,000,000.00) Dollars in respect of any one accident; and
- (d) business interruption insurance in an amount sufficient to cover the Preferred Proponent(s) financial obligations to the City under the Agreement.

The insurance policy or policies placed by the Preferred Proponent(s) shall be primary and shall not call into contribution any insurance available to the City. The parties agree that the amount of such insurance may be increased at the discretion and request of the City, at any time during the term of the Agreement, which discretion shall not be unreasonably exercised.

The Preferred Proponent(s) shall be responsible for deductible amounts (which amounts shall be satisfactory to the City) under the policies of insurance.

Each of the policies of insurance provided shall contain an agreement by the insurer to the effect that it will not cancel such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of conditions or otherwise, **except after thirty (30) clear days prior written notice to the City.**

At the expiry date of the policy, the Preferred Proponent(s) shall provide original signed certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

The City shall have the right to require the Preferred Proponent(s) to provide evidence, from time to time, satisfactory to the Director, Finance & IT Services that the Preferred Proponent(s) insurance policies are in conformity with the requirements of the Agreement.

2.24 Installations that are Hazardous

In the event a Digital Structure installation proves, in the opinion of the City's designate, to be hazardous or dangerous, the City reserves the right to direct the Preferred Proponent(s) or to take the necessary steps at the Preferred Proponent(s) expense to remove or relocate the Digital Structure appurtenances creating the hazard.

2.25 Ownership/Use of Designs

Where the Preferred Proponent(s) proposes Digital Structures with unique designs reflecting the City's distinctiveness (the "New Westminster Designs"); it would be essential that the New Westminster Designs are not used elsewhere, except with the permission of the City and that the City, at the end of the term of the Agreement, owns the structure design rights and has sufficient rights to use the New Westminster Designs and specifications, so as to allow the program to continue, as required by the City.

In the rare case, that large format Digital Structures on City Land have a unique design ("New Westminster Designs") such design rights will not be used elsewhere except with the permission of the City. At the end of the term of the Agreement, the Preferred Proponent will retain design ownership rights.

During the term of the Agreement, ownership of the Digital Structures and specifications provided by the Preferred Proponent(s) in response to this RFP should be vested in the name of the Preferred Proponent(s), which shall be capable of transferring such rights and granting permission to use the New Westminster Designs, as required under the terms of the Agreement.

All right, title and interest in the elements and appropriate assignment or grant of any and all copyrights, trade-marks, trade names, patents, trade secrets and other proprietary rights therein (on a non-exclusive, perpetual, irrevocable, paid-up, royalty free basis) in the New Westminster Designs shall be provided to the City, without the payment of any additional compensation whatsoever, so as to permit the City, or a third party authorized by the City, to continue to use and construct Digital Structures according to such designs after the date of expiry or termination of the Agreement.

In the event that the New Westminster Designs are provided by a person other than the Preferred Proponent(s), the Preferred Proponent(s) shall cause all such persons, including for greater certainty all participants in a partnership, consortium, a subcontractor or joint venture, who are employed, engaged or retained in the performance of the Agreement, to execute such documents as may be required to satisfy the requirements of this Section.

For greater certainty, the Agreement shall include the ability of the City to exercise such rights as may be required in order to remedy a breach of the Agreement.

The Preferred Proponent(s) shall provide any required waivers of any or all moral rights of the Preferred Proponent(s) or any person arising under the Copyright Act regarding the New Westminster Designs against the City and anyone claiming rights of any such nature from or through the City.

During or after the term of the Agreement, the Preferred Proponent(s) or any other person holding rights to the New Westminster Designs must obtain the prior written consent of the City, which may be unreasonably or arbitrarily withheld, prior to fabricating or supplying Digital Structures using the New Westminster Designs for any other reason or purposes other than for the installation of elements in the City for the City under the terms of the Agreement.

2.26 Termination of Agreement (prior to the end of term)

(i) Termination Initiated by the Proponent(s)

In the event that the Preferred Proponent(s) commits an un-remedied default under the terms of the Agreement so as to cause the City to terminate the Agreement, all Digital Structures, hardware and appurtenances placed on City Streets and their respective designs, will thereupon become the property of the City, including the right to place advertising.

This property control period will not exceed twelve (12) months; while the City attempts to secure a temporary resource to mitigate damages such as maintenance, revenue share etc., as required by law and further to file a request for proposal for an alternate supply, at the City's sole discretion. After twelve (12) months, or as otherwise determined the structures will be removed including site restoration compliance.

Without prejudice to any other remedies it may have, the City may choose to draw on the letter of credit to apply towards satisfying the requirements of the Agreement for the remainder of the term and/or at its option, restore the site to the condition it was in immediately prior to the implementation of Digital Structures installed under the scope of this document.

(ii) Termination Initiated by the City

Should the City wish to terminate the Agreement prior to its expiration as set out in this document (the term), for any reason or reasons other than a default under the Agreement by the Preferred Proponent(s), the Agreement would contain a mechanism to allow the city to compensate the Preferred Proponent(s) for their complete inventory for the variance in reusable market value of the structures including disassembly/the variance between reasonable depreciation and the re-usability/market value of structures including disassembly. There will be no compensation for advertising losses or other Preferred Proponent(s) costs. The City will make every attempt to provide sufficient notice to mitigate advertising contractual implications.

The declared purchase price for Digital Structures shall be equal to the costs of the elements, appurtenances and hardware and the labour and material incurred by the Preferred Proponent(s) necessary to the manufacture and installation of the said elements and the corresponding signs. This calculation shall be based on the book value as of the date that this provision is invoked, including a prorated depreciation of assets for the portion of the fiscal year up to the date of termination.

(iii) Expiry of Agreement

Upon the expiry of the Agreement, ownership of the Digital Structures, regardless of the date of installation, shall remain with the Preferred Proponent(s) including the cost of demolition and removal without the need for further agreement or payment of compensation.

2.27 Design Prototype

Once the Agreement has been awarded, the City will require the Preferred Proponent(s) to provide, a

fully functioning prototype or facsimile at an approved site constructed from the intended materials (i.e. pre-production sample) of Digital Structures. Failure to provide prototype structures that meet with the approval of the City may be grounds for the selection of another Proponent. The Preferred Proponent(s) may be required to make appropriate refinements to the Digital Structures, as directed by the City prior to fabrication.



Digital Futures

**SCHEDULE-A
APPENDIX A**

**DIGITAL STRUCTURES
DESIGN GUIDELINES**

**TITLE: DIGITAL MEDIA-CITY LAND SITES
Structures & Advertising Technologies**

Reference No: NWRFP 11-30

Schedule A

Appendix A

DIGITAL STRUCTURES DESIGN GUIDELINES

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1.0 Digital Structures Program

New Westminster Digital Design and Policy Guidelines outline the City's guidelines for the development of a new approach to the design, placement, use, control and maintenance for digital displays.

The intention of these guidelines is to encourage innovation and creativity and to support a unique identity for the City through standardization and digital display placement controls. Design solutions should recognize different conditions, scale and traffic character of selected sites. Coordinated materials with timeless structural design and clean lines are to be preferred.

Digital Structures should attain harmonization of design, form, scale, materials and placement. The overall esthetic goal is to beautify New Westminster City Streets, create interesting and compelling advertising options for businesses and to further allow for individual high profile locations, such as Queensborough Bridge to deploy these technologies, as part of the Streetscape in unique designs.

The Digital Technology & Scale to be considered under this program:

- **Technology**
 - Static LED mode only.
- **Scale**
 - Large format (superboard/spectacular) style (minimum 350 sq/ft.) with maximum 672 sq/ft. screens) for city –owned land at bridges, highways and industrial locations.
 - Small format (poster) style (minimum 200 sq/ft. screens with maximum 350 sq/ft.) for city –owned land, building sites and other small parcels.

1.1 Enhancements to the Digital Displays

The first step in this program is the design of a cohesive family of Digital Structures.

The strategy of the Digital Structures Program is to offer opportunities for customized elements that can tie into the City's brand, logo and signature "Celebrating our Past, Embracing our Future".

The use of the color purple, materials or special add-on elements such as the crown can align the design to the City brand guidelines. Community information events & news, weather, time, date etc. or emergency communication bulletins Amber Alerts, earthquakes etc. can be broadcast with ancillary generators, where required.

In addition, changes in technology may impact the relevance and functionality of Digital Structures over time. It is the City's intention to encourage design solutions that are flexible to allow changes that will benefit the public and the advertisers.

1.2 Objectives of Digital Structures Design Guidelines

This program focuses on the harmonization of the design, aesthetics, scale, materials, maintenance and placement of Digital Structures.

The Digital Structures Program has several objectives:

- Implement a suite of contemporary, durable Digital Structures for placement on City-owned land -fee simple sites or statutory ROW (right-of way);
- Promote ease and safety of vehicular movement and accessibility through the placement and design;
- Generate a longer term fiscally responsible & beneficial Digital Structures program;
- Establish the basis for an ongoing maintenance and renewal program;
- Achieve attractive Streetscapes through a high standard of civic design;
- Follow New Westminster Design Guidelines where possible;
- Use Crime Prevention Through Environmental Design (CPTED) principles to enhance the safety of City streets;
- Promote and enhance the City event programming and other relevant information Digital Structures should relate to its location and local distinctiveness and reinforce a sense of place;
- Digital Structures and their locations should not compromise special site lines or landscape;
- Digital Structures should relate to each other in terms of design, scale, location parameters;
- Digital Structures should meet line of sight expectations and traffic counts requirements for the media operators and their advertiser clients;
- High traffic locations should be staged for public support, media distribution and circulation, within the GVRD marketplace;
- Digital Structures should be considered in the development/redevelopment of future city plans going forward;
- Structures must be manufactured by reputable companies, engineered and installed by experts in the field;
- Digital Structures should attract relationships with world class media operators.

1.3 The City of New Westminster's Transportation Strategic Plan

The City is in the process of developing a new long range **Transportation Strategic Plan**, with Strategic Objectives. This plan will provide high level direction for how transportation will move forward in the City. There are five Skytrains, in support of a modern, responsive and efficient transportation system. Smart vehicular integration to effective transit programs has proven motorists will drive to well-positioned Skytrain stations.

The vehicular challenges of traffic flow patterns, volume and congestion will be the future, as the City focuses on further strategies to expedite movement of people and goods.

The Digital Structures should relate to these Design and Policy Guidelines and in future aim to address all applicable **Transportation Strategic Plan** objectives. Currently, at minimum the following guidelines should be sustained:

- Structures should support sustainable economic growth, community safety and efficient movement of vehicles, people and goods,
- Enhance community, disaster and commuting communications,
- Ensure visibility for signage of alternate forms of transportation (bus stops skytrains etc.),
- Protect the built and natural environment, vista sightlines, heritage facilities and parks etc. from ill-advised placement and related driver distraction,
- Manage light levels responsibly and safely; deploy solar (when efficient) & generators to support motor vehicle safety in emergencies,
- Promote and encourage smart digital site selection,
- Avoid controllable distraction-directional sign interference or placement clutter at highways, bridges and major congested roadways,
- Develop media models to integrate transit rider exposure in traffic counts,
- Reduce resistance to digital structure redevelopment including relocation, where such activities will elevate transportation objectives.

1.4 The City of New Westminster & Sustainability

Sustainability is critical to a vibrant future. The following guidelines are referenced to direct actions of the City, where specific policies are not available:

- Structures should support sustainable economic growth, community safety and efficient movement of vehicles, people and goods.
- Use environmentally safe materials, products and processes in construction and maintenance, recycle replacement parts.
- Digital Media Industry and related technology providers should continue green initiatives in product development; such as automated ambient dimming, solar power, waste reduction, improve LED screen lifespan, component recycling etc.
- Digital Media Industry and the City should embrace community communications and engage in sustainability & public safety promotion, deploying free City digital public broadcast time e.g. Fire Safety Week ,Do Not Drink & Drive messaging etc.
- Digital Media Industry and the City should enhance the Public Realm through digital design and site placement; thereby minimizing negative social, economic and environmental impacts and maximizing comfortable, safe and beautiful streets.
- Digital Media Industry and the City should increase public safety and a sense of ownership and community through diligent maintenance managed to avoid graffiti & vandalism and reinforcement for Crime Prevention through Environmental Design (CPTED) principles.

2.0 General Guidelines

Digital Structures should be modular, harmonized and easy to maintain. Modular Digital Structures can be suited to various locations throughout the City while keeping the coordinated or harmonized look:

- Sightlines should be ensured where Digital Structures are installed;
- Coordinate placement of Digital Structures to ensure accessibility to right-of-way, sidewalks, bus shelters, driveways, Sky trains other access considerations such as hydrants, where applicable;
- Digital Structures should minimize site placement clutter and manage consideration for existing or future wayfaring signage;
- Product life specifications to be pre-specified for all Digital Structures, to ensure clear screen visibility and the integrity of other component parts;
- Distinctive City character elements should be considered traditional, simple, clean/elegant lines;
- Materials: stone masonry elements (gateway guidelines), reflective of nature, silver /stainless facia and the City purple and/or crown logo should be researched for relevant integration to design drawings;
- Digital Structures should define the intended primary design and functionality;
- Unique design criteria for the City Hall and other City Buildings/Gateways maybe required as urban plans evolve;
- Digital Structures could incorporate recycled material and/or use material that can be recycled.

2.1 Coordination and Standards

- Placement of Digital Structures should be determined by functionality, safety and media circulation & distribution;
- Avoid the concern that Digital Structure design (aesthetics), maintenance, placement, safety and functionality might be sacrificed for advertisers' needs;
- Under no circumstances can Digital Structures be modified and/or removed due to "excessive" vandalism and/or graffiti due to unit capital cost;
- Development should design around the existing Digital Structure placement, with full cost recovery for relocation from developers, facilitated by the City;
- Structural safety concerns must be mitigated by diligent attention to legislative and industry guidelines and each site validated by reputable experts;
- Final quality of any Digital Structures proposed for Streetscapes to be of the same standards as set out in the Preferred Proponent Proposal and follow the same guidelines, unless changes are approved by the City;
- Digital Structures placement is guided by assessment of areas with higher vehicular traffic and optional transit system exposure to consumers;

2.2 Appropriateness, Scale, Modularity

The Digital Structures design is to prioritize the landscape, site lines, location profile and traffic count with appropriate scale, angle and number of screens. Design and placement solutions should respect the variety of urban conditions within the City and the surrounding perimeter environment.

Each element should be appropriate and scaled to its function and the specific location. To achieve this, Digital Structures should be designed with a series of modular parts that are available quickly to meet time replacement and maintenance requirements.

2.3 Coordinated Suite of Structures

Digital Structures will be achieved through a family of elements related by design, materials and application. Wherever possible, combining individual uses into a common element is encouraged as a way to reduce clutter i.e. gateway and parcel landscaping.

Where marquee or other City signage is integrated; multi-functional entertaining or engaging enhancements such as ribbon screen to run other promotional and informational messages could be considered.

3.0 Accessibility and Universal Design

An important objective of the Digital Structures Program is to design and install structures that are accessible for retrofit and repair without traffic distraction disruption.

3.1 Safety and Security

The design of Digital Structures will incorporate safety and security features, including personal safety and the broader community safety issues.

- All Digital Structures elements must use safe materials and design details to prevent injury;
- Digital Structure Placement should consider visibility and sightlines, lighting, barrier free accessibility, anti-hacking minimal repair disruption to city activities, centralized broadcasting and status monitoring;
- To maintain reasonable illumination and visibility at night, it is critical that illumination levels meet reasonable norms, to avoid interference with vehicular safety or the lifestyle quality of the surrounding public;
- Digital Structures should incorporate provisions for remote communications to ensure uptime and intervention as well as public emergency programming e.g. amber alerts;
- Special design considerations should ensure cordoning off the structures or foundations, where near-by unsafe activities such as skateboarding, climbing etc. could pose public risk.

4.0 Materials, Fabrication, Durability

High quality materials and robust detailing ensure a long life and durability for Digital Structures.

- Materials and finishes to have proven their long-term ability to function in and withstand local environmental conditions (i.e. snow, ice, salt, weight, wind, pollution etc.), while maintaining their appearance;
- Materials should have proven success in terms of their intended use and ability to withstand weather, vandalism and other abuse;
- Elements to be fabricated to the highest standards and have a proven track record of use in high traffic isolated environments;
- Replaceable modular parts should be designed to make repair easy, so that elements are not "out of service" for any length of time;
- Desirable materials: glass, aluminum, wood-grain laminate, granite, anti-graffiti coatings etc.

4.1 Flexibility

The design of Digital Structures on City Building/Gateway Sites should allow for opportunities for brand customization and the ability to accommodate new technologies as they become available.

- Digital Structures should be able to be customized to reflect different conditions or areas, in scale and technology;
- Digital Structures should be designed to provide additional LED screens, or angle changes as traffic counts merit;
- Digital Structures should be designed to be adaptable to new technology. The design should allow for upgrades in the future.

5.0 Sustainability and Environmental Issues

The Digital Structures Program is committed to addressing sustainability and environmental issues in the design elements. The use of sustainable materials and energy saving/efficient design is encouraged.

- Desirable features should incorporate solar power and efficient and effective LED lighting technology, where reasonable;
- Solar energy through the use of solar panels is a preferred future option. This aligns with the City's support for sustainable technologies;
- At a minimum, energy efficient LED technologies should be used, including automated ambient dimming in weather varied day and night conditions;
- Other environmental innovations are encouraged, including the use of recycled materials and energy harvesting.

6.0 Building and Supporting the City's Identity

Through unique Digital Structures, the City can build, strengthen and communicate its identity. One of the objectives of the Digital Structures is to encourage a New Westminster specific approach with regards to overall advertising volume and sign by-law controls, rather than rogue or off the shelf approaches, common to other cities around the world.

New Westminster is a unique city. This should be reflected in the look and feel of the streets. The City supports and encourages business growth. Therefore, the City needs to provide well designed media options to attract advertisers and engage residents and businesses. The City expects that the new Digital Structures will add to the beautification of the City and become a strong source of information about products and the community.

Design, details, materials and colors should be simple, elegant and timeless as well as compatible with various existing architectural styles.

7.0 Placement Guidelines

The Digital Program presents an opportunity to rethink advertising technologies on City's streets, expressways, bridges and boulevards to create a more effective Public Realm. The Digital Structures Program will use appropriately designed and scaled structures that are strategically placed. Digital Placement Guidelines can assist in integrating new technologies into the Public Realm in a deliberate manner, while ensuring Digital Structures do not compromise safety or quality of life for all stakeholders.

Guidelines provide general guidance for the placement of Digital Structures and encourage site specific solutions for conditions which are not considered to be typical. The City has chosen to play an active role in the selection of appropriate sites. Prior to the implementation of the new Digital Structures, the Media Operators will work closely with City staff to further refine all placement guidelines. As Digital Structures are a developing media format, the City is open to industry input during this process and the term.

7.1 Placement Goals

Placement of Street Furniture and Digital Structures to adhere to New Westminster Guidelines.

- To maintain a distinct, linear sidewalk that accommodates pedestrian movement; if applicable. The minimum width of a sidewalk is 1.5 meters, however 2 meters is preferred;
- Structure size to be responsive to the site line distances and other location considerations;
- To reflect the traffic patterns in screen angles and numbers/site based on placement opportunities;
- To respond to specific site conditions such as surrounding architecture landscape and open space;

- Setbacks to ensure easy access for repair, safety and other considerations.

7.2 Placement Restrictions

No structure will be placed:

- within 2 meters of the end of corner radius;
- within 1 meter of curb cut, designated to facilitate disabled persons;
- within 1 meter of the outside of curb;
- within 1 meter of a driveway;
- within 2 meters of a fire hydrant or other fire service connection;
- within 1 meter of a traffic signal pole, utility pole decorative, street light pole or tree;
- in a manner which interferes with road signage or other critical wayfaring considerations;
- in a manner that obstructs vehicular, pedestrian, cyclist or existing routes;
- in a manner that compromises the safety of drivers, pedestrians or cyclists;
- on top of utility maintenance hole, vault, pole or other equipment or permitted encroachment;
- on either paved and unpaved surfaces without including approved foundation for soil, height and weight approvals by City Engineering department personnel.

7.3 Placement of Digital Structures

In general, the characteristics of a site location help to determine the appropriate placement for Digital Structures. Additional distance or closeness may be required in special circumstances at the discretion of the City.

In situations where the width of the available City property is limited, the design of the Digital Structures must not be compromised to accommodate the limited available space. The following principles should be considered when placing Digital Structures within the public boulevard right-of-way:

- Digital Structures should consider height and width with respect to the surrounding landscape and streetscape;
- Advertising site requirements and structure functionality;
- Limited trees will be removed for the purposes of Digital Structures (replanted at an alternate site). Heritage tree removal and pruning must be formally reviewed prior to site approval;
- Digital Structures must be placed to allow easy access to underground and overhead services.

7.4 Special Situations

It is anticipated that there will be special situations which will require site specific solutions for the placement of Digital Structures. These special situations have high traffic use, requiring special considerations for the placement and size of structure proposed or may be adjacent to well established public facilities.

When Digital Structures are to be placed adjacent to the property line of a heritage building, structure or landscape (listed or designated), consultation with New Westminster Heritage Services and/or Parks should occur. The review of these special situations will be part of the approval process.

When Digital Structures are to be placed adjacent to the property line of highways, expressways or bridges, consultation with New Westminster and other provincial legislative & transportation authorities (MOT & TransLink) may be required. The review of these special situations will be part of the Site Selection Approval process.

8.0 Digital Structures Street Furniture and Advertising

Guiding Principles:

- Balance the quantity, size and quality of advertising with the needs of the public by integrating the design of Street Furniture and Digital Structures, where possible; as well as the effective management of development variance permits and sign by-laws.
- Advertising should be tastefully and functionally integrated into the design of the Digital Structures.
- Proper placement is a key requirement, so that clutter or visual confusion does not compete with the streetscape or dominate existing buildings or landscape. Public consultation should not consider this placement controversial.
- There will be limits to the number of advertising screens per structure and clustering of structures around high traffic locations e.g. bridges, highways and borders etc. In the near future the City will impose an overall advertising square footage guideline inclusive of Street Furniture, Digital Structures and other existing outdoor structures such tri-vision posters, benches etc.
- It is expected that different levels of advertising and communications will be accommodated: national, local and public community. The City believes it is important to create opportunities for local businesses to advertise, as well as national brands. Transit shelters are more affordable and will provide this opportunity. Chain Retailers and Food Service companies with New Westminster and Vancouver CMA franchisees will be attracted to the day part and pricing promotion flexibility of Digital Structures, funded by national or regional media budgets.

8.1 Advertising

The design of the Digital Structures should demonstrate appropriateness for its intended use and be attractive to the public. The size and scale of structures should be site proportionate and ensure high circulation capture to maximize revenues and occupancy.

- All advertising to be in accordance with the regulations and standards set by the Advertising Standards Council of Canada. Certain types of advertising will be prohibited (e.g. tobacco advertising and material deemed to be offensive on racial, religious or other reasons). Liquor advertising near highways may need creative approval by the Standards Council for placement;
- New Westminster Economic Development messaging and community event information will be available and encouraged to build the City's profile;
- All advertising to be contained within the structure; three dimensional advertisements or those that project beyond the structure are not permitted;
- No other Street Furniture element will be clustered with Digital Structures, as only one element may contain advertising;
- Advertising creative will not take precedence over or compromise safety;
- Advertisements should not obstruct sightlines of other tall structures unless approved by the City.

9.0 Feature Specific Guidelines

9.1 Digital Display Structures

- Digital Structures must be single post attractive, smooth design, clean and modern looking. Adequate LED and foot lighting should be installed and maintained consistently;
- Anti-vandalism and anti-graffiti designs are preferred;
- Provision for angled advertising screens is acceptable and encouraged to optimize site lines and create an opportunity for a greater range of locations within the City;
- All foundation, weather and other structural considerations must be professionally engineered and approved;
- Structures should not be located directly in front of an entrance to or exit from a building or other public facility;
- Structure should be hack proof and easily accessible for LED panel replacements or other repair and maintenance;
- Remote monitoring for advertising traffic compliance and working order with reports to City Staff when deemed necessary or as requested by the City;
- Centralized broadcasting and community emergency messaging systems are required;
- A percentage advertising time is required for the City of New Westminster Economic Development, events and other community focused initiatives. All creative will be provided in digital form with media traffic schedules. The City will use this messaging allocation to inform and promote the community, or as required for other public safety issues.

10.0 Conclusion

The City is committed to improving the quality of public spaces in all areas of the City. The design coordination and placement of Street Furniture and Digital Structures on or near our neighborhood or arterial streets, City buildings, parks, highways and bridges is critical to this objective.

Visually appealing, well designed, user-friendly, well maintained, accessible, safe and impactful structures are the primary attributes for all new programs. The Digital Structures program will create a stronger identity for the City and a better environment for residents, businesses and visitors. Equally important are clear guidelines that enhance community communications and manage the advertising partnerships, which clearly support the City's vision statement.

"Celebrating our Past, Embracing our Future"



Digital Futures

**SCHEDULE-A
APPENDIX B**

**Proposed
Site Selection**

**TITLE: DIGITAL MEDIA-CITY LAND SITES
Structures & Advertising Technologies**

Reference No: NWRFP 11-30

Schedule A-Appendix B
NWRFP 11-30

NEW WESTMINSTER RFP PROPOSED SITE SELECTION

Part II-Refer to separate pdf. file



Digital Futures

**SCHEDULE-A
APPENDIX C**

**PROPOSAL
EVALUATION**

**TITLE: DIGITAL MEDIA-CITY LAND SITES
Structures & Advertising Technologies**

SCHEDULE-A
APPENDIX C
PROPOSAL EVALUATION

GENERAL

Compliance with submission requirements	YES/NO
MET REQUIREMENTS	

QUALIFICATION ELEMENTS

Experience Reputation & Resources	
<p>Proponents' level of experience</p> <p>Proponents' business integrity and financial soundness, including without limitation adequate access to sources of capital and operating funds and the demonstrated ability to maintain financial records.</p> <p>The Proponents' demonstrated experience and ability to produce a high quality comprehensive design and installation program for the City.</p> <p>The Proponents' demonstrated experience and ability to operate and maintain Digital Structures in an urban environment.</p> <p>The qualifications, experience and availability of key personnel responsible for and committed to the program.</p> <p>The Proponents' level of experience in the sale and maintenance of out-of-home advertisements in an urban/CMA environment.</p> <p>The Proponents' experience with public sector clients.</p> <p>Proponents' inclusion of local staff on its team.</p> <p>Quality of proposed plan of action and overall management approach.</p> <p>Quality of proposed implementation plan and installation schedule.</p>	

<p>Quality of proposed plan for inventory, record keeping and reporting.</p> <p>The Proponents' fully documented plans for maintaining and operating the Digital Structures.</p> <p>The Proponents' ability to maintain the property of the City in good condition throughout the term of the Agreement.</p> <p>The Proponents' plan for marketing the Digital Structures and the advertising thereon including without limitation attention to City needs and the consideration of both local, regional and national advertisers.</p>	
Score	
Subtotal	

TECHNICAL, FUNCTIONAL & DESIGN

<p>Technical</p> <p>The Structures meet the specified technical requirements (i.e. up time, modularity etc.).</p> <p>The Structures are designed to accommodate vehicular, pedestrian and other public expectations.</p> <p>Digital Structures proposed respect entry and adjacency clearances for repair.</p> <p>The construction details appear not to cause injury or dangerous conditions for the public.</p> <p>The design addresses the technical requirements as described in BC Highways and other public safety considerations.</p> <p>Illumination capabilities are satisfactory and within expectable norms for specific locations.</p>	
Score	
Subtotal	

FUNCTIONAL	
Functional There are adequate lighting provisions for the various elements. There are adequate maintenance provisions. The designs allow for clear sightlines to be maintained for designated vehicular, pedestrian and transit audiences. There are provisions for communication and/or emergency requirements. Appropriate communications and control systems exist for emergency broadcasting. Appropriate security systems exist to avoid anti hacking etc. The Digital Structures clearly function to serve their purpose as consumer and business brand advertising options and public information locations.	
Score	
Subtotal	

DESIGN ELEMENTS	
<p>Appropriateness, Scale, Modularity</p> <p>The Structures are appropriately scaled for their intended use and site placement.</p> <p>The Structures are designed in a range of sizes offering flexibility which allows for a range of New Westminster's landscape and site conditions.</p> <p>The Structures are modular in the sense that the structure can accommodate a variety of LED screen types, angles etc. as screen technologies evolve.</p> <p>The design is practical and capable of being implemented.</p> <p>The design concept responds in an innovative and creative way to all potential locations included in the RFP.</p> <p>All the elements belong to an overall, cohesive design framework.</p> <p>Site Placement and screen angles relative to visibility and safety.</p>	
Score	
Subtotal	

<p>Materials, Fabrication, Durability</p> <p>Proposed materials and finishes are durable and will function and wear well when exposed to normal weight, wind or extreme weather conditions.</p> <p>Proposed materials and finishes are durable and will function and wear well under normal and extreme levels of use.</p> <p>Proposed materials and finishes can withstand vandalism.</p> <p>Components and materials are easily replaced, repaired and cleaned.</p> <p>Manufacturer supplier partner specifications have best in class features.</p>	
Score	
Subtotal	

<p>Flexibility and Sustainability</p> <p>Design allows for incorporation of future new technologies.</p> <p>Future new Digital technologies and features can easily be incorporated into or adjacent to other structural elements (e.g. clocks, weather, gauges etc., new LED or other mode screens).</p> <p>For appropriate elements, the design shows a commitment to sustainable energy sources.</p> <p>The design allows for incorporation of base planting and/or other landscaping.</p> <p>The design is environmentally innovative and makes use of the latest green concepts, materials and technologies.</p>	
<p style="text-align: right;">Score</p>	
<p style="text-align: right;">Subtotal</p>	
<p>Building and Supporting New Westminster's Identity</p> <p>The design represents a unique solution and approach specific to New Westminster.</p> <p>Building Sites are integrated effectively with site design and City Brand Guidelines.</p> <p>The design meets overall specifications for public support and other government requirements e.g. scale near highways etc.</p> <p>The design is modern, elegant and appears "timeless" and will be appropriate in all areas of the City.</p>	
<p style="text-align: right;">Score</p>	
<p style="text-align: right;">Subtotal</p>	

FINANCIAL

Financial	
Net Present Value of the Financial Proposal to the City.	
Proposal provides for competitive revenue share or other alternate payment program to the City.	
Revenue share percentage rates in relationship to overall gross revenues are reasonable and comparable to other municipal digital programs.	
Score	
Subtotal	

PROPOSAL OVERALL SCORE	TOTAL	
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Digital Futures

SCHEDULE-B

AGREEMENT CONTENT OVERVIEW

TITLE: DIGITAL MEDIA-CITY LAND SITES

Structures & Advertising Technologies

**PROPOSED AGREEMENT
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14.13	Arbitration
14.14	Costs
14.15	Severability
14.16	Time of the Essence.....
14.17	Entire Agreement
14.18	Governing Law and Attornment.....
14.19	Further Acts
14.20	Counterparts
14.21	Innurement.....

Schedule A – Scope of Services

Schedule B – City Annual Revenue Share

Schedule C – Site Selection Schedule & Criteria

Schedule D – Digital Signage Drawings and Technical Specifications

Schedule E – Insurance

Schedule F – Letter of Credit

Schedule G – Living Wage Declaration



Digital Futures

SCHEDULE-C

FORM OF PROPOSAL & REQUIREMENTS

TITLE: DIGITAL MEDIA-CITY LAND SITES

Structures & Advertising Technologies

Reference No: NWRFP 11-30

Schedule-C FORM OF PROPOSAL

RFP Project Title: Digital Media-City Land Sites Structures & Advertising Technologies

RFP Reference #: NWRFP-11-30

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

MANAGER, PURCHASING: Roy Moulder

City of New Westminster

511 Royal Avenue

New Westminster, BC, Canada

V3L 1H9

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and having full knowledge of the Sites, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following appendices are attached to and from a part of this Proposal:

Schedule C-1 – Statement of Departures;

Schedule C-2 – Proponent's Experience, Reputation and Resources;

Schedule C-3 – Proponent's Technical Proposal (Services);

Schedule C-4 – Proponent's Technical Proposal (Schedule);

Schedule C-5 – Financial Submission Tables; and

Schedule C-6 – Living Wage Declaration.

3.0 I/We confirm that this Proposal is accurate and true to the best of my/our knowledge.

4.0 I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this _____ day of _____, 2011.

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 STATEMENT OF DEPARTURES

SCHEDULE C-1

Table 1

Departures

I/We have reviewed the Schedule A-Services, Schedule B-Proposed Agreement Contents and Schedule C-Form of Proposal requirements, appendices, and tables. If requested by the City, I/we would be prepared to enter into Agreement negotiations, amended by the following departures (list, if any):

Section	Departure / Alternative

SCHEDULE C-1

Table 2

Requirements

The City of New Westminster requires that the Preferred Proponent have the following in place **before commencing the Services:**

- a) Work Safe coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided;
Workers' Compensation Registration Number _____;
- b) Insurance coverage for the amounts described in Schedule A-Service Section 2.23 (as a minimum), naming the City as additional insured;
- c) City of New Westminster business license;
- d) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____; and
- (e) Goods and Services Tax Account Number _____.
- (f) Living Wage Declaration of Compliance.
- (g) Letter of Credit or other acceptable surety for the amounts described in Schedule A-Service Section 2.22.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Departure / Alternative

SCHEDULE C-1

Table 3

Departure/Alternatives

I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Departure / Alternative

SCHEDULE C-2 PROPONENTS' EXPERIENCE, REPUTATION AND RESOURCES

Schedule C-2

Inclusions

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of branches, background, stability, structure of the Proponent;
 - (ii) Proponents' relevant experience and qualifications in delivering services similar to those required by the RFP;
 - (iii) Proponents' demonstrated ability to provide the Services;
 - (iv) Proponents' equipment servicing resources, capability and capacity, as relevant;
 - (v) Proponents' references (name and telephone number). The City's preference is to have a minimum of three (3) references;
 - (vi) Proponents' financial strength (with evidence such as financial statements, bank references);
 - (vii) Optional – other criteria.
-

SCHEDULE C-2

Table 1

Key Personnel

Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

SCHEDULE C-2**Table 2****Subcontractors**

Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 PROPONENTS' TECHNICAL PROPOSAL (SERVICES)

SCHEDULE C-3

Services

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) a narrative on the number of digital structures forecasted in the Greater Vancouver CMA over the next 5 - 10 & 20 years including a view of the related rate card implications;
- (vi) the individual elements appropriately scaled for their intended use;
- (vii) "timeless" design appropriate in all areas of the City; and
- (viii) financial NPV -net present value to the City.

SCHEDULE C-3-2

RFP Submission

Sections 1-13

ALL PROPOSALS MUST ADDRESS OR CONTAIN THE ITEMS DETAILED BELOW IN ORDER TO BE CONSIDERED FOR EVALUATION.

Section 1	Executive Summary
Section 2	Corporate/Joint Venture Profile
Section 3	Design Submission
Section 4	Models
Section 5	Advertising Strategy
Section 6	Installation Schedule
Section 7	Maintenance Program
Section 8	Financial Component
Section 9	Manufacturing Experience
Section 10	Quality Assurance
Section 11	Agreement Security
Section 12	Required Agreement
Section 13	Methodology

SCHEDULE C 3-2 PROPOSAL CONTENT SUMMARY

Section 1 - Executive Summary

A description of the Proponents' understanding of the scope and approach to managing the deliverables defined in this RFP.

Section 2 - Corporate/Joint Venture Profile

- a) Provide a brief description of Proponents' company, purpose and history of successes.
- b) Describe relevant experience performed during the last three (3) years.
- c) Identify key personnel to be assigned to this Agreement, the responsibilities and relevant experience of each individual.
- d) Describe experience and demonstrated ability in the design, manufacture, installation and maintenance of Digital Structures in an urban environment.
- e) State the names, addresses and contact persons of all design firms and consultants that would be used in the performance of the Agreement.
- f) Detail the past experience of the above named design professionals and consultants, i.e. relevant projects and history of developing concept ideas into full production models.
- g) In the case of a Proposal by a joint venture or consortium, the above information should be required from each member of the joint venture or consortium, including identifying the role of each member in fulfilling the obligations under any eventual Agreement.
- h) Proponents are requested to submit copies of their audited financial statements or letter for the most recent two (2) years. In case of a privately held company, a letter from a financial institution or from their auditor providing assurance to the City that the Proponent has been and is financially viable and solvent as a going concern; confirmation that the Proponent has the financial capacity to complete this project and that the undertaking of this project will not put any undue financial burden on the Proponent, such letter to be provided for each equity participant in a consortium, joint venture, partnership or parent company providing unconditional indemnity.
- i) **Audited Financial Statements for Each Equity Participant**

Where the Proponent is a consortium, joint venture or partnership, audited financial statements or letter as set out in (h) above for the most recent two (2) years for each equity participant should be provided.

ii) Audited Financial Statements from the Indemnifier

Where the Proponent does not have sufficient financial resource and financing expertise to meet all of its obligations under this RFP, it may be deemed to do so if its parent company does so and the Proposal contains an unconditional indemnity from its parent company to perform the requirements of the Agreement. In the event an indemnity is provided, audited financial statements for the most recent two (2) years for the indemnifier should be provided.

Section 3 - Design Submission

a) Architectural Drawings

Architectural drawings and DVD in PDF format of all drawings, photo montages and animations are required.

Drawings should be formatted as 11" x 17", single sided handout.

i) Digital Structure Drawings

The individual Digital Structure drawings should depict detailed methods of construction, proposed materials & finishes and applicable colours & textures. Methods of customization for City land where existing buildings, gateway signage or landscape should align in design. The following drawings are requested for each element:

- Plan, 1:20 scale;
- Elevation, 1:20 scale; and
- Section, 1:20 scale.

ii) Construction/Technical Details

The construction/technical details should show specifications and dimensions for each Digital Structure. All necessary utility connections should be highlighted, as well as any special features unique to that type of structure.

- Details, 1:10 scale.

iii) Placement Exercises

- Photo montage with a minimum of one (1) view per location at a scale of approximately 1:25 or 1:50, in the context of the four (4) urban site plan locations and
- Plans of each location, 1:100 scale.

b) Website Renderings

One (1) set of letter sized artistic drawings depicting the various Digital Structures to be provided. This will be used for evaluation and stakeholder viewing.

IMPORTANT NOTICE:

Public feedback to renderings will be used in the evaluation of Proposals. The sole intent is to provide the Planning & Engineering Departments with the opportunity to view Digital Structures that the City is considering so as to provide context for the eventual recommendations of the Evaluation Team. Proponents should ensure that all rights have been obtained to permit the posting of drawings for public viewing. Drawings should be artistic conceptions and not working design drawings. All submissions should be in final form as modifications to original entries will not be permitted.

c) *Presentation Boards*

A combination of drawings from the design submission package is required to be mounted on two (2) 1.02 m x 0.76 m (24" x 36") board of foam core or similar material. No additional drawings which have not already been submitted should appear on the presentation boards. The City may at its sole discretion make the presentation boards available for public viewing at any time after receipt and prior to the evaluation process.

d) *Computer Animation*

A computer animation is optional. If submitted, it should be of one (1) of the above four (4) sites from the placement exercises.

Section 4 - Models

At the request of the city, the preferred Proponent is to submit accurate and realistically constructed models for each Digital Structure at a scale of 1:20, within two (2) weeks after RFP closing. Each model should show the colours, textures and finishes of all proposed materials as realistically as possible. Models are to be within the context of a selected site, chosen from one of the placement exercises. The Digital Structure should fit onto one base, but should not be affixed and should be fully enclosed for viewing and/or protection against damage. The City may at its sole discretion make the models available for public viewing at any time after receipt and prior to the evaluation process.

The base of each model should not exceed 0.75 meters by 0.75 meters.

Upon award of the Agreement and notification by the City, all models from the unsuccessful Proponent(s) will be made available for pick-up.

Section 5 - Advertising Strategy

Describe the sales strategy and marketing plan for the Digital Structures program including:

- The proposed advertising sales program and how the Proponent(s) intends to maximize Gross Revenues; and

- Describe content management centralized broadcast technologies and locations.
- Strategies to obtain new accounts.
- Describe the size, capability and experience of its sales force in the marketing and sales of out-of-home advertising.
- Provide and state the names, telephone numbers and contact persons for the regional, national and international advertising agencies and major clients, that have used the Proponent(s) out-of-home media infrastructure in the past two (2) years.

Section 6 - Installation Schedule

- a) Detail the project plan time table required to manufacture and install each Digital Structure.
- b) Provide evidence that the manufacturer(s) has the capability to successfully meet the production schedule.

Section 7 - Maintenance Program

- a) Describe the preventive maintenance program broken down into quarterly programs of work which shall be adhered to under the Agreement.
- b) Describe the process by which requests from the City and/or complaints from the public or other jurisdictions or authorities will be received, what action would be taken, response time and how this would be reported back to the City.
- c) Describe commitments and methods to improve or update maintenance and services during the term of the Agreement & Warranties.
- d) Outline any creative and innovative maintenance strategies that the Proponent may wish to implement to reduce the incidence of vandalism, graffiti and other maintenance costs.
- e) Outline any computerized inventory and maintenance management information system that the Proponent currently uses to manage the inventory and maintenance of its advertising venues including:
 - Name of software;
 - Functionality or how it will be utilized; display a digital content management and broadcast systems; showing display location and current condition; on site cameras; public reports of damage or graffiti; date and time of inspection, action taken, current condition and any other relevant and pertinent data regarding that unit;
 - Type of reports that the software would generate.

Section 8 - Financial Component

Clearly state in the Proposal any revenue to be paid, product provided, or other benefits to the City for the deliverables identified in this RFP.

The Proponent(s) is to clearly state in their Proposal any and all incremental costs to the City, including a detailed list of such services. **The City requires that ALL Digital Program costs be borne by the Proponent(s), unless otherwise agreed.**

The Proponent's Proposal should detail all deliverables associated with this program. Any project conditions or requirements, which affect the City should be noted.

a) Marketplace Demand

Proponents should provide documentation substantiating revenue projections and source all references used in arriving at OOH and digital forecasts. Comparison with any similar advertising programs in other jurisdictions or with other agencies would be helpful.

Proponents' national & local Vancouver CMA rate cards and OOH digital occupancy levels over the prior two (2) years should be provided in these projections. The intent of this section is to ascertain the GVRD market for advertising on Digital Structures.

A brief overview commentary of the digital media marketplace-local, regional and national digital adaptation levels, future market share expectations and growth forecasts is required

b) Contingency Plan (Costs)

Full assurance description of all Proposal costs associated and how such costs would be covered and secured in the event revenue projections are not realized.

c) Marketing Plan

Brief description of the marketing strategy, including but not limited to the location of sales staff and media agency distribution or production channels, sample list of digital advertisers, promotional strategies, pricing strategies, any competitive advantages, etc.

d) Revenues to the City.

- (i) Gross Revenue is defined for the purposes of this RFP as the sum of all amounts billed by the Preferred Proponent(s) and/or due to the Preferred Proponent(s), or paid to the Preferred Proponent(s), in cash, credit or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from the sale of advertising on Digital Structures; whether or not such amounts are actually collected. This includes any revenues that would otherwise be credited to the City that are reasonably allocable to the City.

Where the Preferred Proponent(s) does not bill a particular customer (including itself or an affiliate,

partner or joint-venture associate of the Preferred Proponent(s)) for advertising services provided by the Preferred Proponent(s), then there shall be imputed as billings included within the Gross Revenue an amount equal to the billings that would have been billed by the Preferred Proponent(s) to a like customer for the provision of advertising services identical or as closely similar as possible in uses and nature to the advertising services being provided to the customer not being billed, but not including advertising space provided to the City without charge as part of an Agreement. Other public safety programs e.g. Amber Alerts etc. will be noted on monthly reports.

Gross Revenue shall be calculated prior to deducting any fees, commissions, bad debt, licensing expenses, operating expenses payable by the Preferred Proponent(s).

It is the Preferred Proponent(s) Gross Revenue that will form the basis upon which the rate of revenue (i.e. percentage) payable to the City shall apply.

- (ii) Detailed explanation of the revenue sharing arrangement with the City. Examples include monthly revenue payments to the City calculated as a percentage of gross receipts for the month.

Based upon OOH digital network market growth projections, the GVRD high demand marketplace and the rate structure levels; the City would expect to see Proposals with significant annual fees.

The Preferred Proponent(s) will provide a clear statement as to the advertising revenue generated. Should the City at its sole discretion wish to verify the data provided, it may request audited financial statements clarifying same. At no time is the City to be expected to pay for the preparation of any such statements and may only make such a request a maximum of one time annually.

- (iii) An escalating Guaranteed Minimum Annual Revenue (GMAR) payable to the City, in dollars, regardless of any lesser amount, which may be calculated as due and payable to the City as described in clause (ii) above.

Further, the City would expect annual escalations in fees over the term; whereby, in any Fiscal Year, the City Annual Revenue Share is calculated as the greater of the Percentage Rate and the Guaranteed Minimum Annual Revenue.

- (iv) The City is open to alternative financial proposals, including lump sum payments – upfront or in stages at varying times, throughout the Term and/or hybrid Proposals of Percentage Rate and lump sum etc. Lump sum payments are incremental to required partial RFP cost recovery as mentioned in (vi).
- (v) The Preferred Proponent(s) will provide the City with quarterly payments of the Guaranteed Minimum Annual Revenues. For each fiscal year, a reconciliation of payments to actual annual Gross Revenues will be carried-out and the City's Percentage Rate of Annual Gross Revenues in excess of the Guaranteed Minimum Annual Revenue will be remitted to the City before April 30th of the subsequent fiscal year.
- (vi) On the date of execution of the Agreement, the Preferred Proponent(s) will pay to the City a portion of the third party consulting costs incurred by the City with respect to the Digital

Structures and the preparation of this RFP in the amount of \$75,000.00.

(vii) Free Advertising Space to City

The Preferred Proponent(s) will be required to provide 10% of broadcast spots/time on each Digital Structure free of charge. This free advertising will be used for City economic development, public service announcements and City promotional material, subject to the same specifications and criteria imposed on the Preferred Proponent(s) advertisers. The Preferred Proponent(s) will be responsible for the broadcast and production costs of all such City messages.

In addition, the City's designate reserves the right to require a particular advertisement broadcasted within twenty (20) working days of the notice to do so, with respect to a particular public service or event of interest to a specific area. Emergency messaging will be handled on a case by case basis.

The Preferred Proponent(s) will, at the request of the City's designate, as expeditiously as possible, remove any public service messages, which become obsolete because the events or dates they refer to have passed.

The Preferred Proponent(s) will allow City Advertising percentage at 10% to run as part of the all day broadcast reel on all structures versus limiting City messaging to specific structures or day parts.

Proponents are required to complete Schedule C-5 Financial Submissions Tables.

e) Irrevocable Letter of Credit ("Agreement Securities")

An unconditional and irrevocable letter of credit or other acceptable performance security will be required to secure the performance and fulfillment of the Agreement. All Proponents should therefore provide an agreement to provide a Letter of Credit in the form attached as Schedule C-5 Table 8 & 9 to this RFP properly executed by a Schedule I Canadian Chartered bank satisfactory to the City Solicitor and the Director, Finance & IT Services.

f) Business/Realty Taxes

The Preferred Proponent(s) will pay all business/realty taxes and any other charges or taxes, which may arise from the implementation of the Proposal submitted and imposed by any court or tribunal or other level of government for existing and newly placed Digital Structures. Any such monies owed will not be subtracted from the City revenue guarantees or free ad space equivalents.

g) Occupancy

The Proponent(s) is required to clearly state all assumptions made with respect to occupancy of broadcast advertising time.

h) Notes to Costs

All parts and items on the Financial Submission Tables (Schedule C-5) to be completed in order for the

Proposal to be considered valid.

In the event of mathematical errors found in the Proposal, the City reserves the right to make corrections as it deems necessary in deriving the net present value of the Proponent's financial submission.

Costs/Revenues submitted in a Proposal are to be firm for the duration of the RFP review process and the term of any resulting Agreement, unless otherwise initially agreed.

All prices to be stated in Canadian currency. Proponents shall assume all currency risk.

The City shall not be responsible for any incremental costs throughout the Digital Program Term, unless otherwise agreed.

The Preferred Proponent(s) must be solely responsible for any and all payments and/or deductions required to be made including those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance and Income Tax.

Without restricting the generality of the foregoing, the Preferred Proponent(s) acknowledges that, if it is a non-resident person, payments to the Preferred Proponent(s), as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Preferred Proponent(s), as a non-resident person, provides the City with an official letter from Canadian Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the Income Tax Act (Canada).

Effective January 1st, 2011, the City of New Westminster became a "living wage employer". As such, the City has established a living wage policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a living wage as calculated by the living wage for families' campaign. The figure for 2010 – 2011 for the lower mainland is \$18.17, assuming no benefits are provided by the employer.

In order to determine an employee's hourly rate with benefits the living wage for families has created a living wage calculator to assist with this determination. Please access the following website to determine your compatibility. <http://livingwageforfamilies.ca/calculator/>.

In evaluating submissions, the City intends to rely on the Declaration provided by a Proponent and shall have no obligation or duty to investigate the truthfulness of the Declaration Schedule C-6 Table 1.

Please review the City's Living Wage Policy for further information. http://www.newwestcity.ca/business/living_wage_employer.php

Section 9 - Manufacturing Experience

- a) State the names, addresses and contact persons of the manufacturer(s) that would produce Digital Structures for this Agreement.
- b) Describe the past experience of the manufacturer(s) and how long the manufacturer(s) has been

manufacturing this type of structure and number of units produced per annum.

Section 10 - Quality Assurance

- a) Describe quality control procedures that would be used in the design process including a description of the type of quality analysis and quality control that would be utilized.
- b) Describe quality control procedures that would be used in the manufacturing process including a description of the type of quality analysis and quality control that would be utilized.
- c) Describe quality control procedures that would be used in the day-to-day maintenance including how broadcast performance would be managed, customer service concerns met and complaint handling and complaint escalation process.

Section 11 – Agreement Security

Proponents to furnish with their Proposal a cash deposit, certified cheque or letter of credit in the amount of Three Hundred Thousand (\$300,000.00) Dollars (hereinafter called the "Agreement Security"). No interest will be paid to the Proponents. See Schedule-C Tables 8 & 9. The City may consider alternate forms of performance security and arrangements, please detail in Schedule C-1 Departures.

- a) The certified cheque to be drawn on a Canadian Schedule I chartered bank, payable to the City of New Westminster and be certified by the bank and not by the Proponent and otherwise be acceptable to the Director, Finance and IT Services. The letter of credit shall be drawn on a Canadian Schedule I chartered bank in the form attached as See Schedule-C Tables 8 & 9.
- b) The Agreement Security will be promptly returned to any Proponent whose Proposal is no longer being considered for a final award and those from the short listed Proponents will be returned when the Agreement is awarded. The Agreement Security from the Preferred Proponent will be retained until the execution of the Agreement or applied to the requirements of the Agreement as may be agreed.
- c) The Agreement Security shall be forfeited to the City as a genuine pre-estimate of damages, if the Preferred Proponent does not enter into the Agreement and supply the City with the required Agreement Securities by January 01, 2012 unless extended by the City at its sole discretion.

Section 12 – Required Agreement

The Proponent is to indicate that it is willing and able to enter into an Agreement with the City by December 01, 2011, unless extended by the City at its sole discretion on the terms of this RFP in a form as set out in RFP Schedule A-Services, Schedule B- Agreement Contents and Schedule C-Form of Proposal requirements, appendices and tables, subject to such additions and revisions as may be agreed and are acceptable to the City Solicitor, Director-Finance & IT Services and Director-Engineering

Services.

Section 13 – Methodology

The Proponent should provide a detailed description of services to be provided including the provision of facilities or equipment, any appurtenances and specifications of all hardware required for the program including the need for transitional adjustments to the site surface (foundation, concrete/rebar, hydro access etc.).

A digital technology commentary is required, with respect to the sustainability of the LED static mode and screen lifespan, with manufacturers' warranties over the Term.

The detailed description should include a discussion of the step-by-step, full implementation of the Proposal, including the phasing, design, manufacturing, installation, maintenance, repair and illumination aspects of the venture and the role that subcontractors or joint venture partners (specify names), if any, will play. Where possible, Proponents should articulate the tasks involved and their frequency.

SCHEDULE C-4 PROPONENTS' TECHNICAL PROPOSAL (SCHEDULE)

SCHEDULE C-4

Table 1

SCOPE OF SERVICES

Proponents should provide in site installation preferential order a schedule, with site numbers/names, (or alternate site selections) descriptions and dates.

Use the spaces provided and/or attach additional pages, if necessary.

PHASE	YEAR	SITE LOCATION	TASK/ACTIVITY	MILESTONE DATES	COMMENTARY

SCHEDULE C-5-PROPOSERS'FINANCIAL SUBMISSION TABLES

SCHEDULE C-5

Table 1

CITY REVENUES-Large Format Structures

A Percentage Rate (PR) of the Preferred Proponent(s)annual advertising Gross Revenue will be payable to the City at rate of _____% in Year One and escalate throughout the Term, as per Schedule below. The City will receive the greater of the gross annual advertising revenue at the applicable year Percentage Rate or the Guaranteed Minimum Annual Revenue (GMAR), listed below.

Other alternate payment Proposals should be detailed in charts reflecting all Term years, indicating any and all payments due in that year. In addition to the above payments, the City requires a one-time consultancy payment for, RFP, Research & Program Costs @ \$75,000.00 CDN.

City Revenue Proposed By Proponent (CDN \$)

YEAR	Guaranteed Minimum Annual Revenue(GMAR) /Screen	Large Screen #'s	GMAR City Revenue	Percentage Rate (PR)	Gross Revenue Forecast	City Revenue Share Forecast
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

SCHEDULE C-5 –PROPONENTS’ FINANCIAL SUBMISSION TABLES

SCHEDULE C-5

Table 2

CITY REVENUES-Small Format Structures

A Percentage Rate (PR) of the Preferred Proponent(s) annual advertising Gross Revenue will be payable to the City at rate of _____% in Year One and escalate throughout the Term, as per Schedule below. The City will receive the greater of the gross annual advertising revenue at the applicable year Percentage Rate or the Guaranteed Minimum Annual Revenue (GMAR), listed below.

Other alternate payment Proposals should be detailed in charts reflecting all Term years, indicating any and all payments due in that year. In addition to the above payments, the City requires a one-time consultancy payment for, RFP, Research & Program Costs @ \$75,000.00 CDN.

City Revenue Proposed By Proponent

YEAR	Guaranteed Minimum Annual Revenue(GMAR) /Screen	Small Screen #’s	GMAR City Revenue	Percentage Rate (PR)	Gross Revenue Forecast	City Revenue Share Forecast
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

SCHEDULE C-5 –PROPOSERS’ FINANCIAL SUBMISSION TABLES

SCHEDULE C -5

Table 3

LUMP SUM or ALTERNATE FEE Proposal (where applicable)

Provide Table 3 to reflect varied formats, payments years and other conditions, as compared to above GMAR & PR.

SCHEDULE C -5

Table 4

CASH FLOW & CAPITAL ANALYSIS

Proponent(s) to use the format to submit the capital analysis required. Additional cash flow analyses may also be provided. State all costs in thousands of Canadian dollars. Do not increment for inflation. Attach additional footnotes as needed.

SCHEDULE C -5

Table 5

STRUCTURE UNIT COST

Provide the unit costs and value for each Digital Structure. As previously, mentioned the City will not be expected to incur any incremental costs, unless agreed to as part of the final Agreement.

The unit value to include, but not be limited to the design, supply, delivery, installation, manufacture, assembly, permits, utility hook ups, labour and supervision. Unit values may increase yearly by the rate established by the "Canadian Consumer Price Index" (CPI).Include a mid-term 10th year retrofit/screen replacement. The City recognizes that final Agreement structural costs will be dependent on geotech, structure height etc.

Digital Structures Type	Unit Cost CDN (\$)	Estimated Depreciated Value in 10TH Term Year
Large 10 x 35		
Large 14 x 48		
Small 10 x 20		
Other		

SCHEDULE C -5**Table 6****REVENUE, YEAR BY YEAR**

Provide the forecasted revenues by year (CDN \$) corresponding to the Site Selection Schedule C-5 Submission Table 1 & 2.

YEAR	REVENUE Large Format 14 x 48	REVENUE Large/Medium Format 10 x 35	REVENUE Small Format 10 x 20
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SCHEDULE C -5**Table 7****ANNUAL MAINTENANCE EXPENSES, YEAR BY YEAR**

Provide the maintenance expenses (CDN \$) by year corresponding to the Site Selection Schedule C-5 in Submission Table 1 & 2.

Include COSTS for mid-term 10th year retrofit/screen replacement
Aggregate all Digital Structures & Sites in this table on an annualized basis.

YEAR	FORECASTED REVENUE	Estimated ANNUAL MAINTENANCE	% of REVENUES
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SCHEDULE C -5

Table 8

AGREEMENT TO PROVIDE AN IRREVOCABLE LETTER OF CREDIT

We, the undersigned, agree to provide an irrevocable letter of credit, in the form as required under a Request for Proposals No. or

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(Name of Proponent)

of _____
(Place)

(the "Proponent") to the City of New Westminster upon the execution of an Agreement between the Proponent and the City of New Westminster as a result of Request for Proposals No. in an amount equal to THREE HUNDRED THOUSAND CANADIAN DOLLARS (\$300,000.00) for the due and proper performance of the Proponent's obligations under its Agreement with the City of New Westminster for the design, manufacturing, supply, installation, maintenance and repair of a Digital Structures program for the City of New Westminster in the event that the Proponents' Proposal is accepted by the City of New Westminster.

IN WITNESS WHEREOF we attest to by the hand of our duly authorized and empowered officers on the ____ day of _____, 2011.

(Name of Schedule I or II Canadian Chartered Bank)

Signature

I have authority to bind the corporation.

SCHEDULE C -5
Table 9
LETTER OF CREDIT

To: City of New Westminster

We hereby authorize you to draw on _____

(Name and Address of Bank)

For Account of: _____
(Customer Name and Address)

Up to an aggregate amount of \$ _____
(Amount written in full)

Available by written demand at sight as follows:

Pursuant to the request of our customer, _____
(Customer Name)

We, _____
(Name and Address of Bank)

Address hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of (\$ _____ .00) _____ (amount written in full) which may be drawn on by you at any time and from time to time upon written demand for payment, made upon us by you, which demand we shall honour without inquiring whether:

- (a) the Agreement referred to below is valid;
- (b) the said Agreement is subsisting and has not been terminated;
- (c) you are in breach of the said Agreement or any portion thereof; or
- (d) there is any other reason whatsoever why you have not the right to make such demand.

And we shall neither hear nor recognize any claim of our customer in respect of the said amount of (\$ _____ .00) _____ (amount written in full) or any portion thereof, or in respect of payment of the said amount, or any portion thereof to you. The said demand shall be signed by the City Manager and the Director, Finance & IT Services.

This Irrevocable Letter of Credit will continue up to the Day _____ Month _____ Year _____, provided however, that it will automatically renew from year to year unless we advise you by written notice delivered personally or by prepaid registered mail to the City of New Westminster, City Manager and the Director, Finance and IT Services, City Hall at 511 Royal Avenue, New Westminster, BC, V3L1H9, on or before the 30th day preceding the above expiry date or dates, as the case may be, that we will not renew this Letter of Credit.

If we so advise in accordance with the terms of this Irrevocable Letter of Credit, you may demand payment of the full amount outstanding under this Irrevocable Letter of Credit and we shall honour such demand upon the terms set out in this Irrevocable Letter of Credit.

The draws under the Irrevocable Letter of Credit are to be endorsed hereon and shall state on their face that they are drawn on the _____
(Name of Bank) (Branch)

Address Canada Letter of Credit No _____ Dated: _____
(Day) (Month) (Year)

SCHEDULE C -6

Table 1

LIVING WAGE



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I/we understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I/we understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I/we understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:
