



Joseph Pennachetti
Deputy City Manager and Chief Financial Officer

Purchasing and Materials Management Division
City Hall, 4th Floor, West Tower
100 Queen Street West
Toronto, Ontario M5H 2N2

Victor Tryl, Manager
Professional Services

September 8, 2006

NOTICE TO POTENTIAL VENDORS

Request for Proposal No. 9103-06-7316

For: Co-ordinated Street Furniture Program

Please review the attached document and submit your proposal to the address noted below by the closing deadline of **12:00 noon (local time) on January 10, 2007.**

Proposals will not be considered unless:

Received by the date and time specified above; and
Received at the address specified below.

Submission by facsimile or e-mail is not acceptable. Only the names of the firms submitting proposals will be read aloud at the public opening on the date of closing.

Interested Vendors are invited to attend a Mandatory Vendors' Meeting. Appendices "B, H, I & J" will be distributed at this meeting. Only those Vendors attending the Mandatory Vendors' Meeting will receive subsequent Addenda (if any). Proposals received from Vendors not represented at the Mandatory Vendor's Meeting will not be considered. Proposals from joint ventures, consortiums or partnerships will be accepted provided that at least one member of the joint venture consortium or partnership is represented at the Mandatory Vendors' Meeting. Note that where information has been provided to one member at the meeting, that information will be deemed to have been received by all members of the joint venture consortium or partnership.

Mandatory Vendor's Meeting Date	September 20, 2006
Mandatory Vendor's Meeting Time	11:00 a.m.
Location:	Metro Hall, 55 John Street, 3rd Floor, Room 314
Deadline for Questions (must be in writing)	November 24, 2006
City Contact	Melita Wigham, Buyer Tel: 416-397-4802 Fax: 416-392-8411 E-mail: mwigham@toronto.ca

IMPORTANT NOTICE ON PAGE #2

For convenience you may affix the following address label to the envelope(s) containing your submission.

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COMPANY NAME:	
RFP NO.:	9103-06-7316
CLOSING DEADLINE: 12:00 Noon (local time)	January 10, 2007
DELIVER TO:	Chief Purchasing Official Purchasing and Materials Management Division 4th Floor, West Tower, City Hall 100 Queen Street West Toronto, ON, M5H 2N2

The Purchasing and Materials Management Division will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

Tenders/RFQ/RFP/Sales/Disposals are advertised on the City of Toronto Website: www.toronto.ca

Contact/Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as “City Contacts” in the Notice to Potential Vendors.

No City representative, whether an official, agent or employee, other than those identified “City Contacts” are authorized to speak for the City with respect to this RFP, and any Vendor who uses any information, clarification or interpretation from any other representative does so entirely at the Vendor’s own risk.

IN ADDITION, ALL VENDORS ARE ADVISED THAT CITY COUNCIL HAS DIRECTED THAT, ONCE THIS RFP IS ISSUED, VENDORS ARE NOT TO DISCUSS THE RFP WITH INDIVIDUAL COUNCIL MEMBERS AND THAT ALL COMMUNICATIONS ARE TO BE WITH THE IDENTIFIED “CITY CONTACTS”.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Vendor to bypass the RFP process may be grounds for rejection of its Proposal.

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1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Advertising Caisson” means an enclosed and illuminated casing, which serves to house a printed advertising media on Street Furniture.

“Advertising Panels” means printed advertising media displayed on Street Furniture.

“Agreement” means the written contract between the City and the Successful Vendor with respect to any services or deliverables, or both, contemplated by this RFP.

“Agreement Securities” is as defined in Subsection 5.3(8)(f).

“Annual City Revenue Share” means a fixed percentage of all revenue received from advertising on Street Furniture Elements installed under this Agreement. It shall be determined by multiplying the percentage of revenue payable to the City with the Successful Vendor’s Annual Gross Revenue.

“Bid Security” is as defined in Subsection 5.3(12).

“Business Improvement Areas” means the 54 Business Associations approved by the City Council to manage Business Improvement Areas that are legally defined districts within the City, which may increase from time to time.

“City” means the City of Toronto.

“Council” means City Council: Body made up of 44 Municipal Councillors and a Mayor. One Councillor is elected to each of the City’s 44 Wards, which may change, and the Mayor is elected by all eligible voters in the City, every four years. As a whole, the City Council is the governing body of the municipality and carries out its work with the assistance of various Standing Committees of Council.

“Guaranteed Minimum Annual Revenue” means the guaranteed minimum annual revenue to be paid by the Successful Vendor to the City under the terms of Agreement.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act, the provincial legislation that governs access to public information and the protection of personal information and privacy.

“Prime Vendor” means a person, partnership, corporation or firm that submits a Proposal in response to this RFP on behalf of a joint venture or consortium.

“Proposal” means a bid submitted by a Vendor in response to this Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“Public Realm” For the purpose of 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 Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

“Services” means all services and deliverables to be provided by a Successful Vendor as described in this RFP.

“Sidewalk/Boulevard Zones” means the portion of the Street between private property and the curb face.

“Street” means a common and public highway, road, drive, laneway, or structure incidental thereto under the jurisdiction of the City of Toronto, 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” means collectively the various items of street furniture as listed in section 3.0 of this RFP.

“Streetscape” means the physical components of the public realm, including sidewalk pavement, crosswalks, street trees and landscaping, lighting, street furniture, utilities, public art and signage.

“Toronto Designs” shall have the same meaning as that term is defined in the Section 3.27 of this RFP.

“Vendor” means a legal entity, being a person, partnership, corporation or firm that submits a Proposal in response to a formal Request for Proposal, and includes a Prime Vendor which has, in accordance with this RFP, indicated that it is prepared to represent the joint venture or consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of any Agreement.

“Successful Vendor” means the Vendor with whom the City enters into an Agreement.

2.0 PURPOSE

The City of Toronto is seeking proposals for the design, manufacturing, supply, installation, maintenance and repair of a coordinated family of street furniture. The proposal should generate sufficient advertising revenues to cover all associated costs and provide a revenue stream to the City. The City’s intent is to enter into an Agreement with a single Vendor for a twenty (20) year term. Except as set out herein, the Successful Vendor will have sole advertising rights within the public right-of-way on street furniture elements (existing and proposed), as detailed in this RFP.

This RFP process is governed by the terms and conditions outlined in Appendix “A”.

2.1 Background

The state of Toronto’s public realm, and particularly its streetscapes, has attracted considerable interest over the past number of years. Appealing, well-designed, well-maintained and accessible streets are essential to a positive urban experience. The City, under the umbrella of the Clean and Beautiful City initiative has launched a series of inter-related programs to strengthen, celebrate and ultimately elevate the quality of our public spaces.

The coordinated street furniture program, as a key element of this effort, represents an exceptional opportunity to improve the look, feel, functionality and image of our streetscapes and City. Street furniture consists of a wide variety of elements and amenities installed in the public right-of-way for the use and convenience of the public. Familiar examples include, but are not limited to, transit shelters, litter/recycling receptacles, benches, multi-publication structures, information/way-finding structures, posterage /neighbourhood information kiosk/structures, public washrooms and bicycle parking units.

In July of 2005, City Council adopted Clause No. 6 of Report No. 7 of the Works Committee entitled “Co-ordinated Street Furniture Program.” In doing so, Council, among other things, authorized a strategy to develop a process for achieving a co-ordinated street furniture program as an important facet of the Clean and Beautiful City initiative.

Extensive research and consultation was conducted in 2005 and the first half of 2006. An intensive, multi-faceted plan was employed to gather advice and input from a broad range of constituencies. Various methodologies were applied to solicit views and disseminate information. A series of meetings and workshops afforded the public and key groups numerous opportunities to address the project directly, as described in more detail below. A project website including e-mail access was established and contains a variety of documentation, background information, meeting minutes, status reports and a presentation. A survey to provide feedback was also made available. In some cases such as Business Improvement Areas (BIAs) and neighbourhood associations, direct mailing was used. Input from the array of consultation activities, combined with technical analyses and related research has been evaluated and many ideas and emerging themes are incorporated or addressed in the principles of the “Vibrant Streets: Toronto’s Coordinated Street Furniture Program Design and Policy Guidelines, August 2006” (Vibrant Streets) document (Appendix “G”).

The Vibrant Streets document outlines the key qualities the City is expecting to achieve in the implementation of a Coordinated Street Furniture Program. The City is seeking to ensure cohesive and exceptional design quality, functionality of the elements and much attention to detail in terms of safe and accessible placement of street furniture. The emphasis of this project is on procuring a family of product(s) that encompass cohesive, flexible, functional and durable high quality design that reflects Toronto’s identity. Equally important is the need to focus on pedestrian circulation and safety considerations; in other words, the ongoing deployment and placement of various street furniture elements must complement and work effectively in the context of the various and often diverse forms of physical environment that Toronto encompasses.

City Council, at its meeting of June 27 to 29, 2006, approved Works Committee Report 3, Clause 1b, including the “Coordinated Street Furniture Program – Design and Policy Guidelines and Directions Report (All Wards)”. In doing so, City Council authorized the strategy for the development of this Request For Proposals (RFP) for the coordinated street furniture program that comprises a design framework and fundamental terms of reference and Agreement elements. Further elaboration, including more detailed draft street furniture placement guidelines, was provided in Works Committee Report No. 5, Clause 6, “Co-ordinated Street Furniture Program – Various Information Items”, as adopted by City Council at its meeting of July 25, 26 and 27, 2006. The placement guidelines are incorporated in “Vibrant Streets”.

2.2 About Toronto

Economic Powerhouse

Toronto is a City of innovation, ingenuity and creative energy. One of North America's premier business and financial centres with a population of 2.6 million people in the City proper, centering a region of 5.3 million people, it is the 5th largest City on the continent and one of the fastest growing. 180 million customers – approximately 60 percent of the U.S. population – live and work within a two hour flight time.

The City of Toronto's economy comprises 11 percent of Canada's GDP, with Toronto's GDP topping \$127 billion in 2005. Toronto-based businesses export over \$70 billion in goods and services to every corner of the globe with retail sales of \$47 billion annually.

LaSalle Investment Management's "2005 North American Regional Economic Growth Index" rates Toronto's economy as first in North America. Underpinning the City's strength is its diversity of sectors. Toronto ranks in the top 5 for 16 of 20 sectors, more than any other North American city. Nine key employment sectors, including food and beverage, financial services, biotech/medical/pharmaceutical and information/communication technologies ensure our economic stability. In fact, Toronto has a top four ranking in all of these.

Toronto is one of the top 5 locations for corporate headquarters in North America. Of Canada's 17 international 500 companies, 7 are headquartered in Toronto. Over 90 percent of the world's international banks operate in Canada, 85 percent of the world's mutual fund companies and half of Canada's venture capital firms are located here.

This remarkable concentration of national and international economic activity has made Toronto a major business services centre. Toronto is home to a vast network of professionals and consultants in such fields as accounting, marketing, design, law, architecture and engineering. The comprehensive international survey "Competitive Alternatives, G7 2006 Edition" (www.competitivealternatives.com) conducted by KPMG ranks Canada the most economical G-7 nation. Canada's business costs are lower than the US, UK, France, Germany, Italy and Japan. Toronto ranks first in cost competitiveness against such US cities as Boston, Chicago, Dallas, New York, Detroit, and San Jose, and global cities such as London, Amsterdam, Frankfurt and Yokohama.

Skilled Labour Force

Toronto's more than 76,000 businesses choose from a large, highly skilled workforce of 1.4 million people where more than 840,000 have university or college degrees, diplomas or certificates. By 2010, it is forecast that employment will grow to over 3 million, representing a substantial increase over the 10 year period 2000-2010.

Toronto leads Canada in the number of post-secondary schools and graduates. The City's impressive range of post-secondary educational facilities includes three universities and six colleges offering training in virtually every discipline and skill to 185,000 full-time students.

Toronto has more than 15,000 medical and biotech researchers, 37 medical research institutes, nine teaching hospitals, two top-ranked MBA schools as well as excellent programs in engineering, computer sciences and multi media and attracts more than 10,000 new international students a year.

Quality of Life

Toronto is known as a City of Neighbourhoods, a City made vibrant by its residents who come from more than 120 countries and speak almost as many languages. This rich diversity, broad cultural knowledge and international business connections provide an understanding of foreign markets. Toronto has a vibrant downtown and boasts 6,000 restaurants, bars and clubs. Toronto is the world's third largest English-language live theatre centre, after only New York and London.

Hosting over 18 million visitors a year, Toronto is Canada's number one tourist destination. The City is renowned for its cultural and entertainment festivals – over 1,000 annually, large and small. Millions of people celebrate each year at the Toronto Caribbean Carnival, Beaches and Downtown Jazz Festivals, Gay Pride Week and major International Film Festival.

With nearly 7,500 hectares of parks and ravines, Toronto is recognized as one of the greenest urban centres in the world, a "City within a Park". Trees, in fact, outnumber residents. There are 840 kilometres of bicycle and walking trails and 5 publicly accessible City-owned golf courses.

Toronto is a true North American gateway. Major Cities are within easy access by road, rail and air. Toronto's state-of-the-art Pearson International Airport provides flights to over 300 destinations in 54 countries through 64 carriers, and is well on its way to increasing annual capacity to 50 million. The City has over 5,300 kilometres of roads and 7,200 kilometres of sidewalk. Toronto also takes pride in its public transit system, one of the most elaborate in North America featuring extensive commuter rail, subway, streetcar and bus service.

With an internationally low cost of living, cosmopolitan nature and impressive array of cultural, entertainment and recreational attractions in a safe, clean and welcoming environment, Toronto has earned an international reputation for unrivalled quality of life.

3.0 SCOPE OF WORK

The City of Toronto seeks to implement a coordinated street furniture program. The Successful Vendor will be expected to provide new street furniture with a cohesive design style, appropriate for the City of Toronto, that incorporates flexibility for customization, neighbourhood expression, size, scale and arrangement of elements. Of primary importance, the new furniture must be of a high quality design, using proven durable materials, incorporating functionality, accessibility, safety, universal design principles, modularity, environmental elements and ease of maintenance and repair.

The Vibrant Streets document details design expectations for new street furniture elements. This document also sets out appropriate placement guidelines to ensure street furniture is placed in a way which is accessible and safe to all, while maintaining a level of consistency across the city.

The scope of the program shall be for the design, manufacture, installation, ongoing maintenance, cleaning and repair of:

- a) transit shelters;
- b) litter/recycling receptacles;
- c) benches;
- d) multi-publication structures;
- e) information/wayfinding structures;
- f) posterage /neighbourhood information kiosk/structures;
- g) public washrooms; and
- h) bicycle parking units.

As detailed in the RFP, advertising will be permitted on specified elements, providing significant revenue opportunities to the Successful Vendor and the City.

3.1 Design Matters

This phrase “Design Matters” captures the essence of the co-ordinated street furniture approach and frames every action being taken toward the successful delivery of the program. Over time, numerous new street furniture elements have been introduced to Toronto’s streetscape as demand for amenities continues to grow. While there have been notable individual successes, the elements have generally not been designed in a cohesive fashion, nor has their placement in conjunction with one another or in relation to their surroundings always been well executed.

3.2 Scale and Context

The City of Toronto is a big place. This is true on many levels, from its vast size, from the broad range of road and sidewalk configurations and resultant differences in available public space, to the diverse range, form and mass of development that abuts these public spaces. It is emphasized that “co-ordinated” street furniture does not imply identical. Clearly, a street furniture arrangement, in terms of size of elements, location, orientation and dimension that works well in a more suburban area will not necessarily fit a highly constrained downtown sidewalk condition. Pedestrian activity, in terms of volumes and patterns, also varies widely. This leads to the important consideration of scale and context - the ultimate goal is a range of furniture elements that are appropriate to their location in the City and serve public. A “one size fits all” solution may not be feasible.

3.3 Cohesive Design and Identity

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 Toronto in a co-ordinated street furniture program. Some cities have specified several different design standards in RFP’s to be used in different parts of their cities. The City of Toronto believes the emphasis for Toronto should be on flexible features as opposed to completely different design lines. This may involve customizable attributes, for example through the use of colour, or the opportunity of placing identifier plaques. It is analogous to the City’s decorative street name signs that display the distinct Toronto shape and style, but allow for unique area identity to be displayed. The family of street furniture should convey a Toronto identity.

3.4 Functionality and Design Quality

A theme strongly promoted by the City is the need to ensure that street furniture is of consistently high quality, placed where needed 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. Toronto seeks an elegant, timeless identity in its street furniture and a cornerstone must be proven durable, high quality materials and assembly. These items are subject to harsh conditions including extremes in climate, physical challenges from vehicles, snow ploughs, snow windrows, construction, etc., and willful abuse like graffiti, scratchiti, posterings and other forms of vandalism. A minimum lifecycle of twenty (20) years for the street furniture elements is highly desired.

In addition to aesthetic quality and performance, street furniture elements will provide various services to the public. In doing so, designs must ensure ease of use and maintenance. For example, litter recycling/receptacles must be ergonomically designed, not only to encourage the public to use them and recycle, but also to facilitate efficient and safe collection.

The specifications outlined in this RFP are based on universal design principles. This approach seeks to create designs that are usable by all people to the greatest extent possible without the need for adaptation or specialized design. Accessibility of street furniture elements for persons with disabilities, the very young and the elderly are of utmost priority.

Safety must be integral to any design. Considerations like protecting the users from elements, eliminating sharp edges and projections, impeded sightlines or other visibility problems, cane detectability and the use of lighting are important.

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 a cohesive design line. The idea of interchangeable functionality could assist in reducing the amount of physical and visual clutter and also facilitate quicker, more efficient repair, relocation, replacement and changing demand.

3.5 Design Linkages

The range of street furniture specified through this program represents one step, albeit an important one, toward achieving Toronto’s overall streetscape objectives and elevating the quality of the public realm.

The Successful Vendor will be required to provide funding in the amount of \$100,000 dollars, payable on execution of the Agreement to facilitate a design study that will focus on street furniture elements outside of the parameters of this RFP.

3.6 Neighbourhood and Artistic Expression

The street furniture program will provide the opportunity for community-related artistic and neighbourhood expression. This RFP calls for a number of benches, approximately 20 per year to be used as canvases by artists and deployed at the request of neighbourhoods or BIAs for this purpose.

The new system of street furniture must provide some level of customization within the selected design family to allow for the possibility of individual BIA branding.

3.7 Placement – Pedestrian Circulation, Accessibility, Safety

It is critical to establish circulation and safety considerations for the ongoing deployment and placement of various street furniture elements, which must complement and work together effectively in the context of the sidewalk/boulevard zones environment within the street.

The Vibrant Streets document deals extensively with the way in which street furniture can work on different sidewalk types. Although many of the directions and parameters that are being established in this regard are not geared solely to street furniture and are not directly translated in the RFP specifications, they will have a significant effect on how a Successful Vendor’s plan is deployed. These requirements reflect current by-law provisions. The scale and context considerations discussed previously clearly work in tandem with the placement aspects of street furniture. Bidders should review the Vibrant Streets document carefully while developing responses to this RFP.

The City, while working collaboratively with the Successful Vendor, will have final sign-off on the placement of street furniture elements. This may include restrictions for reasons of safety or to respond to historic/iconic buildings or public art installations.

3.8 New and Replacement Street Furniture

The following section provides a description of each element and touches on the current and proposed number of elements. Under the terms of an Agreement, the Successful Vendor will at a minimum provide the number of elements indicated below and specified in the rollout schedule listed further in this section. The Successful Vendor will be responsible, at its sole cost, for the removal and disposal of existing street furniture elements, as further detailed in Section 3.20.

Transit Shelters

Currently, there are approximately 4,000 transit shelters on the streets of Toronto; about 1,000 of the new design installed over the past five years and about 3,000 others of varying age, style and condition. Transit shelters will be a focal element of the co-ordinated street furniture program. The 3,000 older shelters, some dating back to the 1970s and 80s will need to be replaced, and in the order of 2,000 new locations added over the term of the Agreement. A total of 5,000 new transit shelters of various sizes will be deployed under the Agreement. The approximately 1,000 new transit shelters installed under the current transit shelter Agreement (expiring on August 31, 2007) will remain although some of them may be relocated.

Litter/Recycling Receptacles

Currently, there are approximately 3,800 stainless steel litter/recycling receptacles and approximately 2,700 stand alone litter receptacles on City streets. Under this new Agreement, two sizes of containers are required: a larger version for high litter areas and a smaller unit for less busy areas or for use in areas with sidewalk space constraints. The containers must have a multi-compartment component so that material can be separated into recyclables and litter. It is expected that in addition to the roughly 6,500 current locations, in the order of 6,000 new locations will be required over a 20-year period, for a total of about 12,500 new installations (8,750 larger sized containers & 3,750 smaller sized containers). The existing Agreement for the stainless steel receptacles runs through 2009, so installation of new receptacles under the co-ordinated street furniture program will need to be phased in a manner that allows the City to fulfill its obligations pursuant to the existing Agreement. Under the new program all new receptacles should have recycling capability.

Benches

Currently, a third party supplier runs a bench program in three areas of the City: Etobicoke, East York and North York. A preliminary review indicates that there are approximately 2,900 benches (not including those in transit shelters) on City streets. In addition, benches are installed at other locations, outside the bench advertising program. Some of these are through Business Improvement Areas and others by City Divisions. The City will expect the Successful Vendor to install approximately 2,000 benches, exclusive of transit shelter seating, over the term of the Agreement.

Multi-Publication Structures:

There are ranges of options for dealing with the current publication boxes: a more formal multi-publication box structure to replace existing individual boxes or a decorative railing/enclosure or similar facility to ensure the proper organization of existing boxes. Each of these possibilities is appropriate under different situations in the City. Accordingly, Multi-Publication Structures will be broken down into two categories:

- 1) Multi-Publication Structures “A”, referring to a single multi-publication box housing a number of individual publications. In the order of 500 units will be required over 20 years.
- 2) Multi-Publication Structures “B”, referring to decorative railing or similar facility, which would contain and organize the individual publication boxes. In the order of 2,000 units will be required over 20 years.

Information/Wayfinding Structures

The information structures are intended to address an identified need for pedestrian-oriented visitor information and map signage. It is appropriate that this use be incorporated in the co-ordinated street furniture program. This may encompass stand-alone structures or be modularly integrated into other street furniture elements. The information/wayfinding structures must be physically denoted by some type of iconic marking, since residents and visitors must be able to quickly identify the program. Such structures or other form of device would be placed on the public street near parks, civic squares, transit stations, major attractions, large hotels and areas of interest and include maps of the neighbourhood, profiles of nearby attractions, heritage properties, historical information, parks and gardens.

The structures should have a coin operated map dispenser and incorporate audio technology and scrolling LED screens. A modular design is intended to enable the structures to adapt to emerging technologies such as touch screen internet, GPS and Wi-Fi. It is expected under the Agreement, that the City will require a minimum of 120 such devices over 20 years. Any information/wayfinding structures installed under the co-ordinated street furniture program will provide adequate distancing from the twenty five (25) existing “InfoTOgo” pilot pillars.

Posting/Neighbourhood Information Kiosk/Structure

City Council, at its meeting of July 25, 26 & 27, 2006, approved Planning and Transportation Committee Report 2, Clause 10d “Harmonization of the Sign By-law Concerning Posters on Public Property”. In doing so, City Council approved a by-law to regulate posting across the City. The by-law establishes a number of provisions concerning definitions, physical criteria, means of attachment and ownership related to posters. One of the key elements of the by-law is the establishment of posting kiosks to facilitate the placement of posters. The by-law does not come into full force and effect until kiosks are installed and available for public use.

A kiosk is defined in the by-law as, “A structure, approved by the General Manager of the Transportation Division, or his or her designate or successor official, placed on a street within the City for the purpose of posting posters and includes a poster board, a designated wall or other designated locations.”

There are a number of ways that a poster kiosk could be configured. Accordingly, Poster/Neighbourhood Information Kiosk/Structure will be categorized in two ways:

- 1) Poster/Neighbourhood Information Kiosk/Structure “A”, referring to a single three-dimensional stand-alone element (along the lines of a pillar). In the order of 500 structures will be required over 20 years.
- 2) Poster/Neighbourhood Information Kiosk/Structure “B”, referring to a board, surface or collar incorporated into other street furniture elements or stand-alone. In the order of 2,000 structures will be required over 20 years.

Public Washrooms

The current generation of public washrooms is a superior product incorporating many technological advances. Models available are self-contained; they include various sanitary features (sinks, mirrors, hand dryers, disposable seat covers), are constructed of durable materials, are wheelchair accessible, contain emergency communication capabilities and employ hygienic advances, including self-cleaning after each use. Typically a nominal fee is applied through a coin-operated mechanism, as a means to regulate use rather than raise revenues. The City has recognized the need for self-cleaning, state of the art public washrooms. In the order of 20 facilities will be required over 20 years.

Bicycle Parking Units

Currently, the City of Toronto has a post & ring bicycle rack program, which accounts for approximately 16,000 units citywide. However, in response to new information that the existing post & ring design is vulnerable to theft by breaking the ring, the City has initiated a redesign of the ring. The City is faced with a significant challenge to modify the current post & ring design to retro-fit or replace the existing 16,000 post & ring bicycle racks to improve their security against theft. At this time, it is not the intent of the City for the Successful Vendor to take over the existing program. However, the need to replace or modify the 16,000 existing bicycle racks presents a unique opportunity to reconsider the City’s overall bicycle parking program and to develop a family of bicycle parking units which complement the other elements of the co-ordinated street furniture program. This family of bicycle parking units should include designs which accommodate two bicycles suitable for most sidewalk applications; units which accommodate three or more bicycles for open spaces, parks, and other destinations with high bike parking demand and sufficient open space; and bicycle storage lockers for locations where high security parking is desirable such as at transit stops in the suburban areas of the City. The City will require 1000 units, at a minimum, over 20 years.

Deployment

The locations for deployment of the new street furniture elements will be determined through discussions between the City and the Successful Vendor. These elements will be installed within the 20 year term of Agreement, as generally set out in the Rollout Schedule below. Notwithstanding the minimum requirements set out above, the Successful Vendor, subject to the consent of the City or at the City’s request, may install additional elements over and above this number at new locations or to replace existing elements.

Rollout Schedule

September 2007	Year End	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Total
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
Transit Shelters	-	100	100	400	400	400	400	400	400	400	400	400	400	100	100	100	100	100	100	100	100	5000
Litter /Recycling Receptacles	-	2000	2000	2000	2000	1500	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	12500
Benches	-	200	200	200	200	200	100	100	100	100	100	50	50	50	50	50	50	50	50	50	50	2000
Information /Way-finding Structures	-	5	15	25	25	25	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120
Posting/ Neighbourhood Information Kiosk/Structures “A”	-	50	50	50	50	50	50	50	50	50	50	-	-	-	-	-	-	-	-	-	-	500
Posting/ Neighbourhood Information Kiosk/Structures “B”	-	200	200	200	200	200	100	100	100	100	100	50	50	50	50	50	50	50	50	50	50	2000
Public Washrooms	-	-	1	2	2	2	2	2	2	2	2	2	1	-	-	-	-	-	-	-	-	20
Multi-publication Structures “A”	-	5	10	35	50	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	500
Multi-publication Structures “B”	-	20	80	200	200	200	200	200	100	100	100	100	100	50	50	50	50	50	50	50	50	2000
Bicycle Parking Units	-	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	1000
Total		2630	2706	4062	3177	2602	1152	1127	1027	1027	1027	827	826	525	525	525	525	525	525	525	525	25640

3.9 Street Furniture Elements & Specifications

3.9.1 Transit Shelters

The City expects the Successful Vendor to provide at least three (3) different transit shelter variations to accommodate varying sidewalk widths across the City. These will include a basic shelter for standard sidewalk width, narrow shelter for narrow sidewalk width and a canopy type shelter for very narrow sidewalk width.

Basic and narrow shelters should be fully enclosed on all four sides from the roof to within no more than 40 mm of the ground, except for one doorway approximately 1.20 m wide located at the front or back of the shelter and a second exit if viable. Canopy shelters should consist of a main wall and may or may not incorporate two contiguous sidewalls. All shelters must have a roof of no less than 2.15 m above sidewalk grade.

The basic and narrow shelters should be equipped with seating along the side of the shelter opposite the doorway opening. Seating should be configured and design to prevent persons from lying down, while accommodating persons of all sizes. The City may from time to time request the removal of seating at specific locations.

All shelters should be capable of including a litter/recycling bin that meets the specifications outlined in Section 3.9.2. No shelter, with the exception of canopy type shelters, will be equipped with more than one advertising caisson which shall only be placed on the far side of the shelter, opposite to the approach of the transit vehicle, and shall contain no more than two advertising panels. Advertising caissons may be permitted on the rear walls of canopy type shelters. The Successful Vendor will be required to incorporate concrete pads as necessary.

Visibility

Obstructions to visibility on the front and transit-vehicle-approach sides, other than structural members will not be permitted on any transit shelter.

Lighting

All shelters that do not contain a lit advertising caisson must be lit at night by means of fluorescent lighting fixtures or equivalent energy efficient lighting. Total equivalent lighting level of lighting fixtures installed in each shelter should not be less than 240 watts. All lighting should be turned off during the day.

Notice Board

Shelters should be equipped with a notice board for the display of route maps, transit schedules and similar materials to be developed and produced by the Toronto Transit Commission. Maximum dimensions of the notice board will be 1.0 m x 1.20 m. On Basic and Narrow Shelters, the notice board should be affixed to the back of the shelter and on Canopy Shelters it should be affixed to the main wall of the shelter.

Transit Stop Name

Each shelter should be equipped with two signs giving the stop name in letters no less than 80 mm high, affixed to each of the front and rear sides of the roof of the shelter.

Drainage

Shelter will be constructed and installed to ensure that water will not pond inside the shelter or on the adjacent sidewalk or paved boulevard.

City May Require Installation in a Special Manner

The City has the right, at the time of installation of a shelter, to require the installation of advertising caissons in a manner other than specified or to require advertising caissons to be placed on a certain side of a shelter or to be positioned in a certain way on a particular side, to provide for the safety of pedestrians and the safe movement of vehicles.

Advertising Faces to be Back-Lit

All advertising faces in transit shelters will be installed in advertising caissons and back-lit by means of fluorescent lighting fixtures or equivalent lighting fixtures.

Materials Used

Vendors are requested to use the following components and materials used in shelters should be as specified below or the equivalent or better. All Vendors will provide plans showing all appropriate dimensions, gauges, thicknesses and engineering details:

- windows or transparent panels below the roof line will be tempered glass or equivalent, at least 0.01 m thick;
- exposed aluminum surfaces except decorative panels will have a hard anodized finish; and
- exposed steel surfaces and all exposed decorative aluminum panels will have a baked enamel finish.

Safety Strip

All glass panels that extend from the roof line to within 0.5 m or less of ground level should be fitted with a permanent safety strip approximately 0.02 m wide and approximately 1.2 m above ground level to ward off pedestrians and deter them from walking into the glass.

Filler Material

If no advertising copy nor any City-supplied public service message is available for posting on a given advertising face, the Successful Vendor will post on the advertising face some other public service message of general interest, an item of art or interest that has been previously approved as filler material by the City. Except as required during the installation or maintenance of advertising caissons or the posting of copy, no advertising face will be left empty.

3.9.2 Litter/Recycling Receptacles

Receptacle Sizes

Two sizes of containers are required - a larger version for high litter areas and a smaller unit for less busy areas or for use in areas with sidewalk space constraints. The containers should have a multi-compartment component so that material can be separated into recyclables and litter. The large size container should contain 3 x 120 litre bin liners, two for recyclables and one for waste. The smaller size receptacle should contain 2 bin liners; 2 x 120 litre for recyclables and waste.

Container Design

- In accordance with the City of Toronto Accessibility Design Guidelines, the height of all openings for waste and recyclables shall not exceed 1065 mm.
- All containers should contain two-stream compartments so that material can be separated into recyclables and waste, plus a separate ashtray compartment.
- The contents of the ashtray compartment must be stored separately from the recyclables and waste and should be designed in a manner that prevents scavenging and fires.
- Containers should contain a divider between the recyclable liners and the litter to eliminate cross contamination.
- Litter openings should be on the pedestrian side of the container.
- All openings should be designed to facilitate ease of use and to inhibit the illegal dumping of commercial waste and prevent placement of bagged waste.
- The containers should contain two openings, one for litter and one for recyclables. Openings should be centred over each compartment. The opening for the recycling stream should be of a key hole design with a length of approximately 0.36 m x 0.10 m with the centre opening approximately 0.15 m in diameter. The opening for the waste should be an oval shape design with dimensions of approximately 0.18 m x 0.15 m.
- Containers should be easily recognizable and the operation of equipment should be obvious to users and should match expectations for tourists or other first-time users. The openings should be clearly marked with graphic representation as well as wording.
- Containers should be manufactured of durable material that can withstand the rigors of usage and maintenance including the removal of graffiti, power washing, etc.
- Containers should be weather resistant, preventing rain from entering and freezing in the container or adding to the weight of the load.
- The container shall be fire proof.
- Containers should be versatile and modular in design so they can function as a stand alone container or attach to a transit shelter or other street furniture element. Compartments should be interchangeable i.e. ashtray, battery compartment or the option of organics in one of the compartments.
- Each stand alone container should have two access doors such that both the recyclables and waste can be collected from each side. For ease of collection, both recyclables and waste should be accessed by opening a single door on the curb side of the container. To allow an alternate means of access when snow banks or other materials block the curb side door, a second door should be provided on the sidewalk side.
- The container doors should be equipped with a slam lock and universal, anti-rust key lock mechanism to keep containers securely closed and to prevent vandalism. The keys should be of a universal T-type design that can be easily clasped with winter work gloves. The lock should be located at an easily accessible height.

- The container should be designed so that failure of a locking mechanism will not result in the container becoming a hazard to the public, i.e. from a door swinging open into the pedestrian or vehicular pathway.
- The container should be designed in a manner that allows workers to collect the materials in a safe work posture and that facilitates fast and efficient collection.
- The container should be designed to prevent material from overflowing above the liners and to allow the inside of the unit to be safely and easily cleaned out.
- The container should have drain holes in the floor.
- The container should be designed/mounted in such a manner that material can not accumulate underneath the unit.
- The container must prevent vermin from entering.
- Container design consideration should minimize the visual impact that affects drivers and pedestrians sight lines.

Container Liners

- In accordance with the City of Toronto Garbage Bylaw, the container liner height should be no higher than 0.95 m.
- The container liners should be designed to facilitate manual lifting; the empty container weight should be no greater than 4kg with a reinforced lip design to prevent breaking when dumping.
- The container liners should be easily grasped for transfer to the truck and should have two grasping areas one at the bottom of the bin and the other near the top to allow manual tipping and dumping. Any handles or grasping surfaces must be easily usable while wearing winter work gloves. Handles should allow the worker the choice of lifting the container liner with one hand or both hands and should not require contact with the contents of the container.
- The design of the container liner should allow workers to maintain a comfortable body posture when manually dumping materials into the hopper of any of the City of Toronto's side-loading vehicles.
- The City of Toronto may decide at some point during the Agreement to collect the material using mechanical lifters. Therefore, the liners should be able to be retrofitted with wheels, dumping lip and a retention bar or new roll-cart liners to be provided to the City at the sole expense of the Successful Vendor.
- The interior of the container liners should be tapered, free of crevices and recesses where the materials may become trapped.

Labels

- The City of Toronto will provide detailed labelling directions such as size, color, graphics and content.
- The Successful Vendor will provide and apply labels.

- Labels should be made of durable material able to withstand all weather conditions.
- Labels should be affixed to the container, method to be determined by the City.

3.9.3 Information/Way-finding Structures

Information/way-finding structures may be stand alone or an integrated component with other Street Furniture elements. A range of designs should show how signage can be located in a variety of urban contexts, such as corner and mid-block locations along sidewalks.

The information/way-finding structures must be pedestrian-oriented (e.g. way-finding maps) and should:

- be readily identifiable as a location where one can find wayfinding information; and
- have a coin operated map dispenser (pocket map).

Vendors are encouraged to propose innovative lighting solutions which do not produce excessive glare and innovative communication solutions (e.g. audio, video, scrolling text) to promote interactivity and enhance the user experience.

The information/way-finding structures should be capable of displaying translucent maps and panels. The information/way-finding structures must be secure, such that the translucent maps cannot be removed except by the Successful Vendor's service personnel.

Maps/Directional Information:

It is a requirement of the Agreement that the Successful Vendor provides, install and maintain all translucent maps and/or directional information signs for display and pocket maps for dispensing units. These items must be provided by the Successful Vendor at its sole expense and the City will approve and retain ownership of all content and design.

The Successful Vendor will be required to replace faded maps and update map information every two (2) years or as required by the City.

The Successful Vendor is encouraged to provide any necessary power to the information/way-finding signage from renewable sources, after obtaining all necessary approvals from the City.

3.9.4 Multi-Publication Structures "A" & "B"

Multi-Publication Structure "A"

Should be designed to:

- provide for the setting, displaying and storing of paid and non-paid papers or publications within the multiple publication boxes;
- allow the individual publishers to have access to empty the coin operated mechanism for their paper or publication; and
- allow for the street or intersection name to be incorporated into the multi-publication boxes.

Two modular sizes are required for the multi-publication boxes:

- one that would house up to eight publications or have up to eight compartments; and,
- one to house up to twelve publications or have up to twelve compartments.

Multi-Publication Structure “B”

Should be designed to:

- provide a setting for the attachment of individual newsvending publication boxes;
- be a maximum of 1.2 m in height; and
- be available in a range of lengths, to securely accommodate a minimum of two (2) newsvending publication boxes and up to a maximum of ten (10).

Third party advertising is not permitted on the multi-publication structures, but the name(s) of the newspapers or publications may be shown on the outside of the multi-publication structure “A” as determined by the City. The individual publishers will be responsible for supplying the newspapers and stocking the boxes.

The majority of multi-publication boxes will be placed on sites that are currently occupied by existing groups of newspaper boxes. Sidewalk conditions on many of these sites will prevent the replacement multi-publication structures from occupying a larger footprint than the existing newsbox structures.

The multi-publication structures should occupy a minimum footprint, be as unobtrusive as possible, consistent with their function and facilitate cleaning of the sidewalk around the unit.

In the event that Vendors propose another street furniture element be integrated with a multi-publication structure, it should be designed such that the street furniture element does not obstruct or interfere with the front display area of the multi-publication boxes.

3.9.5 Postering/Neighbourhood Information Kiosk/Structures “A” & “B”

Postering/Neighbourhood Information Kiosk/Structure “A”

A single three-dimensional stand-alone element, which should:

- be able to accommodate multiple posters that do not exceed 0.22 m by 0.28 m in size and consist of lightweight cardboard or paper;
- allow for posters to be attached by means of staples or removable tape;
- be able to accommodate a poster no higher than two (2) metres above ground; and
- be constructed in a manner that provides for posters to face towards the property fronting on the street and away from the portion of the street ordinarily used by vehicles.

Postering/Neighbourhood Information Kiosk/Structure “B”

A board or surface incorporated into other street furniture elements or stand-alone element, which should:

- be able to accommodate multiple posters that do not exceed 0.22 m by 0.28 m in size and consist of lightweight cardboard or paper;
- allow for posters to be attached by means of staples or removable tape;
- be able to accommodate a poster no higher than two (2) metres above ground; and
- be constructed in a manner that provides for posters to face towards the property fronting on the street and away from the portion of the street ordinarily used by vehicles.

3.9.6 Public Washrooms

Each public washroom should contain:

- a commode;
- a hand-washing station inclusive of mirror;
- toilet paper;
- a paper hand towel dispenser or air dryer;
- baby change table;
- hygiene disposal units;
- ventilation or air conditioning; and
- lighting system, including emergency lighting.

Design

Public washrooms may include designs that are integrated with other street furniture elements.

The public washrooms should:

- be designed with the ability to automatically self-clean and disinfect the seat and bowl after every use;
- fully clean and disinfect the floor after a designated number of uses;
- contain a self-activating warning system that communicates contemporaneously all significant maintenance and operational problems to the Successful Vendor’s operations centre;
- provide external indicators informing potential users of whether the unit is available or in use;
- provide an emergency alarm system that allows for activation by the user and transmission to the Successful Vendor’s operations centre;

- provide a smoke and fire alarm system with an automatic door opening device;
- provide an emergency access portal, in addition to the user door, to allow emergency access by Police or other emergency services;
- be equipped with a timing device that will cause the door to open after a fixed period of time, to be generally set at 10 minutes, with an audible and visual warning signal to alert the user two minutes prior to the door's opening;
- be capable of accepting a nominal fee for use which may be paid by means of cash, debit, credit card, smart card or tokens; and
- have the fee mechanism positioned to facilitate use by children and persons with disabilities and special needs.

Maintenance and operation requirements are that:

- the public washrooms must be open to the public 24 hours less the time required for service and maintenance activities;
- the public washrooms must have a comfortable interior temperature, proper ventilation and adequate illumination at all times when the washrooms are in operation; and
- the Successful Vendor must carry out additional maintenance requirements including at a minimum, daily inspections and cleaning of each unit to ensure that all systems are functioning properly, that the units are clean and that dispensers are fully stocked. The Successful Vendor must respond immediately to the automated public toilets self-activating maintenance and operation warning systems.

3.9.7 Benches

Benches, over and above passenger seating in transit shelters, are required. The benches will replace existing advertising and non-advertising benches and existing City benches within the streets. No advertising will be permitted on benches.

The design of the bench should:

- deter people from sleeping on them, but accommodate people of all sizes; and
- prevent skate boarders using the edges of the benches.

3.9.8 Bicycle Parking Units

The bicycle parking unit will provide a secure parking station and/or storage facility for bicycles depending on the location of installation. The design of the parking unit should be modifiable for different urban and suburban areas of the City. It may be appropriate to incorporate this parking as a component of the transit shelter design.

The bicycle parking unit should:

- be resistant to cutting and breaking;
- support at least two bicycles;

- allow the frame and at least one wheel of any normal sized bicycle to be securely locked to the fixture using a standard "U-lock"; and
- occupy a small amount of space when empty (no bicycles attached).

3.10 Intelligent Transportation Systems

The Successful Vendor may be required to cooperate with the Toronto Transit Commission or other agencies to make transit shelters available for the installation of wiring and equipment and other ongoing maintenance of automated vehicle location systems as such systems are developed for Toronto.

The Successful Vendor will not be responsible for the acquisition, installation, or maintenance of such equipment or for associated costs. However, the Successful Vendor, as owner and maintainer of the transit shelters, will be required to cooperate in its design, installation, and maintenance. This cooperation will include providing access to the transit shelters to permit automated vehicle location system installation and maintenance, and ensuring that routine maintenance does not interfere with the operation of the equipment.

3.11 Flexibility

Street furniture provided under this program should have the capability to incorporate future technological and design advancements. The Successful Vendor may be required to undertake programs allowing for the exploration of new street furniture opportunities at fair market value to the City. Should the Successful Vendor be unable to provide the new items, 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 such as green roofs and water collection or products or services which might contribute to an improved streetscape, environment or access to services are encouraged and should be explored throughout the duration of the Agreement, as technologies improve.

Should the City embark on large scale initiatives, such as the 2015 World's Fair, the Successful Vendor will be expected to work with the City towards implementing modifications to the rollout schedule, and specific street furniture elements.

3.12 Supply of Additional Street Furniture Through Term of Agreement

The City may require that additional street furniture be installed at any time during the term of the Agreement. The price for additional street furniture, above the agreed upon number of elements, will be pre-determined in accordance with the information submitted in the Cash Flow Analysis Form found in Appendix D.

3.13 Advertising

The design of new street furniture must, first and foremost, demonstrate suitability for its intended uses. The design must be driven by the needs of its users and the public must be instantly able to recognize the functionality of elements. The size and scale should not be unduly modified or enlarged simply to accommodate larger advertising panels. Advertising must be tastefully integrated into the design of street furniture, not visa versa. The Vibrant Streets document provides clear parameters for the use and role of advertising in the street furniture program.

There are two basic advertising formats commonly used by advertisers. Primary advertising format, which provides a larger advertising face preferred by “national” clients and agencies seeking maximum exposure, wider coverage and generally for a shorter time frame. Secondary advertising format, which provides a smaller advertising face commonly preferred by “Local” businesses seek to display their message on an extremely limited and focused basis for a longer time frame. The Successful Vendor will be permitted to utilize both of these formats, as follows:

1) Primary Advertising Format

Consists of an illuminated Advertising Caisson housing national size advertising, which is not permitted to exceed the standard 1.22 m by 1.83 m (4 feet x 6 feet) dimension. This type of advertising is permitted on larger scale street furniture such as transit shelters, public washrooms and postering/neighbourhood information kiosk/structures. Ad caissons will not be installed on every street furniture element identified above, based on safety, visibility and other considerations, as is the case now. The Successful Vendor will work collaboratively with the City to determine viable locations, but the City will retain final approval.

2) Secondary Advertising Format

Based on the smaller poster style arrangement, the Successful Vendor will be permitted to install this type of advertising on other elements not identified above (excluding benches), where appropriately designed. The exact configuration will depend largely on the design attributes and modularity of the products.

Advertising will not be permitted on benches or on stand alone elements (i.e. a single element that is located mid-block), but again, depending on the design, elements may be incorporated in a cluster of street furniture. No more than one advertising element is permitted at any one given location or “cluster” of street furniture. For example, if there is a transit shelter or a public washroom with an ad caisson, no other advertising would be permitted at that location.

The Vibrant Streets document sets out advertising spacing guidelines for separation distances between ad elements, generally on the basis of distance between transit stops. In no event is more than one advertising element to be located within a city block (except in the vicinity of intersections).

Advertising will not be permitted on any other street furniture element within the street outside of the parameters of this RFP. This means no advertising on poles, utility boxes, bollards, etc. will be entertained.

City Council has directed that no future pilots involving advertising outside of this program will be entertained, except where the Successful Vendor is unable, upon the request of the City, to undertake new street furniture opportunities at fair market value to the City. In those circumstances, the City shall be permitted under the terms of the Agreement to undertake such programs with a third party other than the Successful Vendor.

The Successful Vendor will provide advertising space for City use, such as event promotion or public service announcements, equal to at least 7% of the total Advertising Panels installed in accordance with the Agreement. In addition, street furniture elements containing advertising be deployed within Business Improvement Areas and each BIA will receive one ad face for promotion purposes, free of charge.

The display of advertising must comply with the standards set out by the Canada Advertising Standards Council. Advertising content must comply with Federal and Provincial policies and guidelines. The Successful Vendor must comply with the City’s Advertising Policy. The City reserves the right to approve or request removal of advertising and the decision of the City in this regard shall be final and binding.

The Successful Vendor shall not be permitted to advertise tobacco and tobacco related products in any advertising face installed on street furniture elements located within the City. Further, the Successful Vendor will not post or permit to be posted any advertising which is, in the opinion of the City, acting reasonably, not of good character and appearance, free from vulgarity or indecent suggestion of any kind or nature. The Successful Vendor shall identify and submit ads that may be problematic to a panel of three Commissioners for signoff prior to posting. The group of Commissioners will consist of three Councillors who sit on the Works Committee, including the Chair.

The City shall be entitled to require the Successful Vendor to remove any advertising that does not comply with the provisions outlined above, and the Successful Vendor shall, at its sole expense, remove the advertising to the satisfaction of the City, acting reasonably, within a reasonable time frame specified by the City, and the City shall not be liable to the Successful Vendor, or anyone claiming through or against the Successful Vendor for any damages, loss, costs or expenses by reason thereof.

The Successful Vendor will be responsible, at its sole cost, for carrying out all functions associated with advertising and sponsorship including but not limited to:

- a. using its best efforts to maximize gross revenues within the parameters of the program through a well managed sales program for the available advertising space; and
- b. using its best efforts to minimize interference to the City's operations while installing or removing advertisements.

Under the above criteria, combined with the design requirements outlined in the Vibrant Streets document, the City envisions a positive qualitative impact on advertising formats in the streets. The elimination of competing venues will rationalize the current situation by removing dueling ad panels, advertising not integrated properly into design and the improper orientation of elements. The total amount of current advertising is 18,395. square metres (198,200 square feet) and under this Agreement the City will require the Successful Vendor to maintain total advertising levels at no greater than this amount.

3.14 Construction Parameters

Permits and Approvals

Where the City has identified the need for a concrete pad/base for the installation of any street furniture element, the Successful Vendor will undertake the installation and all associated work at its sole expense. The Successful Vendor will at all times observe and comply with all generally applicable statutory requirements, rules, regulations, standards and specifications, by-laws of the City including but not limited to obtaining a Street Occupation Permit, Pavement Cut Permit, Building Permit and Toronto Public Utility Coordinating Committee approval, all or some of which may be required or deemed to be required in the future.

The Successful Vendor will be governed by standard City of Toronto construction guidelines including the Construction Requirements for the Installation of Underground 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.

Electrical

Although it is the City's desire to minimize reliance of the street furniture program on electrical connections and encourages the Successful Vendor to obtain power from a renewable source, in those cases where connection to the 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 Ontario Electrical Regulations and Bulletins; and
- Relevant Building Codes.

The Successful Vendor should be familiar with all relevant legislation and practices in this regard. The Successful Vendor agrees that it shall work with the appropriate power authorities to supply and connect underground electrical power, where required, to all street furniture 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. The Successful Vendor must work with the appropriate power authority to maintain the electrical power to all existing street furniture elements that have electrical power connected to them, and shall, at its sole expense, be responsible for the payment of all utility bills with respect to electricity consumed.

Traffic and Noise Control

All pedestrian and vehicular traffic control shall be provided by the Successful Vendor, at the Successful Vendor's expense, in accordance with the City's requirements and the Ontario Traffic Manual, Book 7.

During the course of construction, implementation of advertising panels, or street furniture maintenance, the Successful Vendor will provide, erect and maintain at their sole expense, all requisite barriers, fences or other proper protections and must provide and maintain such flagpersons, 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 Successful Vendor 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 street furniture.

The Successful Vendor shall ensure that all work undertaken during construction, maintenance or repair of the street furniture elements is within the permitted days and hours of work stipulated in the City of Toronto Municipal Code, Chapter 591, Noise (www.toronto.ca/legdocs).

Obstruction of Existing Utilities

The Successful Vendor will have to pay any costs incurred by the City or a Utility Company for the construction, maintenance or repair of their facilities due to the presence of a street furniture element within the street. All aboveground and underground structures in place at the time of installation of an element will be deemed to have been in that particular location first.

3.15 Materials, Construction and Finishing

Vendors are encouraged to incorporate innovative and new jointing techniques in the fabrication and construction of street furniture elements. All welded joints must be ground to a smooth finish to minimize corrosion and unsightly connections. All street furniture elements should be:

- fabricated of quality, durable and rust proof material;
- constructed with a low-maintenance finish (i.e. galvanized);
- vandal resistant and mischief-proof;
- graffiti and poster resistant;
- accessible to people with disabilities and special needs who may operate or use the street furniture and should not be a navigation hazard for blind or visually impaired persons (i.e. cane detectability);
- constructed to facilitate ease of maintenance and cleaning of debris;
- able to be securely fastened to the sidewalk or concrete pad using minimal attachments;
- scaled appropriately for the street;
- unobtrusive as possible and consistent with their function;
- ergonomic;
- free of any sharp, jagged, unsafe features, protrusions or moving parts that could pose a hazard to pedestrians, City staff or personal property; and
- simple to use and easily understood, without the need for instructions.

Vendors shall, if requested, submit written verification of products, commodities and materials offered, satisfactory to the City of Toronto, 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 manufacturer's product sheets, 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 of Toronto.

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

3.16 Maintenance Requirements

The Successful Vendor will be required, during the term of the Agreement, to maintain all existing and new street furniture at least to the level of the 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;

- emergency maintenance and repair;
- replacement;
- cleaning; and
- removing weeds, graffiti, stickers and posters from all street furniture and other street elements in the immediate area.

The Successful Vendor should have a repair facility located in the Greater Toronto Area and will maintain the street furniture, at its sole expense, to the satisfaction of the City, whether modified or retained unmodified by the Successful Vendor and irrespective of the date of installation. Under the provisions of this RFP, the Successful Vendor is required to:

- clean and wash each element and promptly remove all graffiti, stickers, posters, garbage, litter, weeds and grasses inside, outside and on top of each element and the immediate area, at least once a week, or more frequently if required by the City, to keep each of the elements free of any noticeable accumulation of dirt, dust, marks, stickers, posters, litter, weeds, snow or ice;
- clean any accumulation of snow within the immediate area within twenty-four (24) hours after a snowstorm (accumulation of ice or snow of 5 cm);
- undertake cleaning or maintenance at specific locations when notified by the City in response to site specific concerns, in which case the Successful Vendor will carry out such cleaning within twenty four (24) hours;
- inspect each street furniture element at least once a week for any damaged or broken components or burned-out lighting fixtures, and shall repair or replace any damaged or broken parts within twenty-four (24) hours of the Successful Vendor becoming aware of the occurrence of the damage, breakage or burn-out;
- undertake emergency maintenance if notified by the City that the condition of a street furniture element is such that it is a serious danger to the public. The Successful Vendor 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;
- post a readily visible notice on each street furniture element or cluster of elements indicating that the Successful Vendor is responsible for the maintenance and cleaning of the element and provide a current and operative 24-hour telephone number to be used by the public to report an element which requires cleaning or maintenance, and the Successful Vendor will respond to such complaints within twenty four (24) hours;
- at its own expense, be responsible for the repair of damage to any street furniture element when such damage is caused by an act of vandalism or any other cause of damage to the street furniture;
- have readily available replacement parts to facilitate ease of maintenance;
- 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 Successful Vendor or its agents or Vendors on the street furniture; and

- submit a periodic maintenance schedule every three (3) months for anticipated work that would take place.

3.17 Commencement and Term of Agreement

The City intends to enter into a 20 year Agreement with the Successful Vendor for the design, manufacture, installation, ongoing maintenance, cleaning and repair of street furniture elements provided under this RFP. It is the City's intent that this Agreement shall become effective September 1, 2007 and the range of street furniture specified be awarded for the entire City of Toronto to a single Vendor.

3.18 Ownership

During the term of the Agreement, ownership of all existing and new street furniture elements (not provided by Agreement with third party companies) will rest with the Successful Vendor. As further described in Section 3.27 of this RFP, upon termination or expiry of the Agreement, ownership of all right, title and interest in the street furniture elements and street furniture element designs will be transferred to the City.

3.19 Accounts and Records

The Successful Vendor must keep books of account and records and provide the City with monthly statements of all business transacted and costs incurred in connection with the manufacture, installation and maintenance of street furniture, the modification of City-owned street furniture, advertising on street furniture 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 Auditor General and the Successful Vendor 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.

3.20 Removal and/or Relocation of Street Furniture

During the term of the Agreement, it is essential that the City have the ability, at its sole discretion, to direct the Successful Vendor to temporarily or permanently remove, replace or relocate Street Furniture 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 absorbed by the Successful Vendor, with no claim for costs incurred against the City.

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 Street Furniture.

If the Successful Vendor is required to remove Street Furniture during the term of the Agreement, the surface of the site of that street furniture shall be restored by:

- complying with instructions from the General Manager of Transportation Services;
- removing any footings, foundations or other support as directed; and
- making good the surface of the location to the same condition and using the same materials as the adjoining surface.

All costs of restoring the site following removal of the Street Furniture shall be borne by the Successful Vendor.

The Successful Vendor will be responsible for all costs associated with the removal and disposal of existing street furniture elements and the City will have first right of refusal for all elements, prior to disposal.

3.21 Midpoint Upgrade of Street Furniture

At the mid-point of the Agreement, the Successful Vendor may be required to submit a proposal to modernize and retrofit the existing street furniture. If so requested by the City, the Successful Vendor will prepare a proposal at its sole expense to upgrade, refit or modernize the street furniture and the City will have the right to accept or reject the Successful Vendor's proposal.

At the mid-point review the Successful Vendor may be required at the City's request to remit payment to the City (based on the value of each street furniture element, as per Appendix D, Table 1) for the total number of elements that have not been installed in accordance with numbers outlined in the rollout schedule.

3.22 Siting/Placement

The siting and design of the Street Furniture will be subject to the review and approval of the City. The City may reject the proposed locations of Advertising Panels in any instance and for any reason. The City shall work in good faith with the Successful Vendor 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 municipal authorization applicable to the siting or design of the street furniture elements.

Prior to any installation, the Successful Vendor is required to submit site plan drawings of the site, take photographs of the site and any existing street furniture elements on the site and document the existing conditions. Also, the City requires the Successful Vendor to take photographs after installation and/or removal of structures ("before and after pictures").

In the event that the placement of any street furniture element and associated services results in damage to special, distinctive or historic pavement, such pavement shall be restored to its original condition by the Successful Vendor. If the Successful Vendor fails to perform this duty after being notified by the City, the City shall undertake all rectification work and the Successful Vendor shall pay for work to be done invoiced by the City, plus an overhead amount equal to 15% of the work done.

Specifications for all concrete pads shall be prepared by the Successful Vendor for City approval prior to construction. All concrete pads should integrate with decorative paving, as set out in the draft Streetscape Manual. Subsequent maintenance of these concrete pads shall be the responsibility of the Successful Vendor, for the duration of the Agreement. The concrete pads will become the property of the City at the expiration or termination of the Agreement.

3.23 State of Good Repair

The street furniture elements and advertising panels must be maintained in good and proper repair and in a condition satisfactory to the City at all times.

3.24 Letter of Credit

The City currently holds substantial performance security under the various existing Agreements relating to street furniture elements. It is noted that the quantity of elements to be provided under the proposed Agreement and the maintenance obligations are substantially greater than that contemplated under current Agreements. As well, the proposed Agreement will include new items and items which are not currently covered by any security arrangement (e.g. public washrooms, multi-publication structures, poster kiosk, bicycle parking units).

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 years) as required for notice of default, termination of the agreement and the re-tendering and negotiation process with a new contractor. 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 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 Street Furniture and adjacent areas and restoration of City property where required as a result of such work under the Agreement (the "Obligations"), the Successful Vendor will be required to provide performance security in the amount of Sixteen Million Canadian Dollars (\$16,000,000.00), which may be gradually reduced commencing in Year 11 of the Agreement on such terms as may be agreed. This shall be provided in the form of an unconditional and irrevocable letter of credit from a Schedule I or II Chartered Bank in Canada, satisfactory to the City Solicitor and the City's Deputy City Manager & Chief Financial Officer, in the form attached as Appendix "L" to this RFP, to be drawn upon by the City in the event of an un-remedied default by the Successful Vendor in the performance of any of its Obligations.

3.25 Insurance Requirements

The Successful Vendor 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's Deputy City Manager and Chief Financial Officer:

- (a) comprehensive general liability insurance on an occurrence basis against claims for broad blanket contractual liability, employer's liability, contingent employers liability, broad form property damage, non-owned automobile liability, contractor's and owner's protective liability, personal injury, bodily injury including death and property damage suffered by others arising in connection with the Street Furniture or out of the operations and liabilities of the Successful Vendor as contemplated by the Agreement, indemnifying and insuring the Successful Vendor 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 Street Furniture 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 Street Furniture, trade fixtures and equipment of the Company in the streets on a full replacement basis;
- (c) standard owner's automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00) in respect of any one accident; and
- (d) business interruption insurance in an amount sufficient to cover the Successful Vendor's financial obligations to the City under the Agreement.

The insurance policy or policies placed by the Successful Vendor 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 Successful Vendor 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 Successful Vendor 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 Successful Vendor to provide evidence, from time to time, satisfactory to the General Manager that the Successful Vendor's insurance policies are in conformity with the requirements of the Agreement.

3.26 Installations that are Hazardous

In the event a street furniture element installation proves, in the opinion of the City's designate, to be hazardous or dangerous, the City reserves the right to direct the Successful Vendor or to take the necessary steps at the Successful Vendor's expense to remove or relocate the street furniture element creating the hazard.

3.27 Ownership/Use of Designs

It is the intent of this RFP to obtain street furniture with unique designs which reflect Toronto's distinctiveness (the "Toronto Designs"). It is therefore essential that the Toronto 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 both the street furniture elements and has sufficient rights to use the Toronto Designs and specifications so as to allow the program to continue as required by the City.

During the term of the Agreement, ownership of the street furniture and all street furniture designs and specifications provided by the successful Vendor in response to this RFP (the "Toronto Designs") should be vested in the name of the Successful Vendor, which shall be capable of transferring such rights and granting permission to use the Toronto Designs as required under the terms of the Agreement. All right, title and interest in the street furniture elements an 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 Toronto 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 street furniture elements according to such designs after the date of expiry or termination of the Agreement.

In the event that the Toronto Designs are provided by a person other than the Successful Vendor, the Successful Vendor 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 paragraph.

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 Successful Vendor shall provide any required waivers of any or all moral rights of the Successful Vendor or any person arising under the **Copyright Act** regarding the Toronto Designs against the City and anyone claiming rights of any such nature from or through the City.

The City will have the right to use the same or similar design of street furniture elements for installations on properties (e.g. Parks property) other than City streets at anytime during the term or after expiry of the Agreement.

During or after the term of the Agreement, the Successful Vendor or any other person holding rights to the Toronto Designs must obtain the prior written consent of the City, which may be unreasonably or arbitrarily withheld, prior to fabricating or supplying street furniture elements using the Toronto Designs for any other reason or purposes other than for the installation of elements in the City of Toronto for the City under the terms of the Agreement.

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

(i) Termination Initiated by the Vendor -

In the event that the Successful Vendor commits an un-remedied default under the terms of the Agreement so as to cause the City to terminate the Agreement, all newly placed street furniture elements, 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.

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 street allowance to the condition it was in immediately prior to the implementation of street furniture elements installed under the scope of this document.

(ii) Termination Initiated by the City -

Should the City wish to terminate the pending 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 Successful Vendor, the Agreement would contain a mechanism to allow the City to buy out the Successful Vendor's complete inventory. It is therefore proposed that for any and all street furniture elements owned by the Successful Vendor that are existing as of the date of execution of the Agreement, the book value as of the date of termination will be calculated by reducing the unit value of all assets by 10 percent per year starting at the date of installation.

The purchase price for street furniture elements shall be equal to the costs of the elements, appurtenances and hardware and the labour and material incurred by the Successful Vendor 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 street furniture elements, regardless of the date of installation, shall transfer to the City without the need for further Agreement or payment of compensation.

3.29 Prototype

Once the Agreement has been awarded, the City will require the Successful Vendor to provide, install and maintain, at its sole expense, fully functional prototypes constructed from the intended materials (i.e. pre-production sample) of each street furniture element at, at least three (3) designated locations within the City. Failure to provide prototype structures that meet with the approval of the City may be grounds for the selection of another Vendor. The Successful Vendor will be required to make appropriate refinements to the street furniture elements, as directed by the City prior to mass fabrication.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

The RFP evaluation and selection process shall be governed by the terms of this Part 4.0, Part 5.0, Appendix “A” and Appendix “E” of this RFP.

4.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include representatives assigned by the City, relevant City staff and such other persons as may be selected by the City.

Design submissions will also be reviewed by an independent design jury selected from among local urban designers, planners, architects, artists, landscape architects and/or industrial designers, nominated by their professional organizations. A professional advisor may be retained to manage the jury process. The jury will make recommendations to the Selection Committee on design aspects of the proposals. The other key elements related to functionality, specifications and financial considerations would be assessed by City staff or consultants with the applicable technical expertise. The design jury will be aided by these technical reviews. All elements will be considered in the overall evaluation of proposals pursuant to the criteria established in this RFP.

The City has retained a Fairness Commissioner, Justice Coulter A. Osbourne to help ensure that the process leading to the issuance of an RFP and awarding of the Agreement has complied with all fairness, openness and transparency requirements.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select a Vendor which in its opinion meets the City's requirements under this RFP and provides, based on the evaluation scoring and the contemplated negotiations process, the best overall value to the City, but the Vendor selected, if any, will not necessarily be the one offering the highest financial Proposal.

By responding to this RFP, Vendors will be deemed to have agreed that the recommendation of the Selection Committee will be final and binding.

4.2 Selection Process

The Selection Committee will score the proposals using the evaluation tables in Appendix E.

If the submission fails to satisfy the mandatory submission requirements as contained in sections 5.2 and 5.3, the Proposal will be rejected.

Proposals will be evaluated based on the Vendors obligation to satisfy the requirements of this RFP, particularly those set out in Parts 3.0 and 5.0. The Proposal that achieves the highest Total Score will be ranked first, prior to the negotiations stage as described in section 4.6 below. In the event of a tie Total Score, the Vendor achieving the highest score for its Design will be ranked first overall.

Proposals that meet the mandatory submission requirements as specified in Section 5.2 and 5.3 will be considered as an entire package, including design, functional, technical and financial requirements. Vendors must satisfy the requirements of each category for favourable consideration.

4.3 Selection Criteria

The tables and weight factors listed below may be found in Appendix E.

Table A - Compliance with Mandatory Submission Requirements:	YES – No
Table B – Design Element	40%
Table C - Technical & Functional Element	20%
Table D - Financial Element	30 %
Table E - Qualification Element	10 %
Total Score	100%

4.4 Schedule of Events

September 8, 2006	Release of RFP
September 20, 2006	Mandatory Vendor's Meeting
October 2006	Vendor's Meeting (if necessary)
November 24, 2006	Deadline for Questions (in writing)
January 10, 2007	Deadline for submission of RFP, 12:00 noon (local time)
January-March 2007	Evaluation of proposals and interim Report to City Council
Spring 2007	Refinement of Design Elements and Detailed Contract Terms
Summer 2007	City Council approval of Agreement
September 1, 2007	Commencement of Agreement

This schedule is subject to change at the discretion of the City and appropriate notice in writing of any changes will be provided where feasible.

4.5 Clarifications & Interviews

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Vendor's response. The clarification process shall not be used to obtain required information that was not submitted at time of closing or to promote the Vendor's company.

The Selection Committee may request this further information from one or more Vendors and not from others.

One or more Vendors may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revise, confirm and evaluate the score and select the recommended Vendor.

The representatives of the Vendor identified by the Selection Committee in its invitation to the Vendor must attend any interview scheduled as part of this evaluation process.

The representative(s) of a Vendor at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

No Vendor will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Vendor.

The Selection Committee may interview any Vendor(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

The City reserves the right, at any time, to modify the requirements of the Scope of Work and request revised Proposals where circumstances so require.

4.6 Report/Negotiations

Once the evaluations have been completed and the Vendors have been ranked according to their Total Scores, City staff shall report to City Council with respect to the results of the evaluation process. City Council may decide to award the Agreement or may authorize staff to initiate negotiations with up to three of the top-scoring Vendors on such matter(s) as it chooses without the obligation to communicate, negotiate, or review similar modifications with other Vendors. In the event that none of the proposals, in the opinion of Council, satisfies the objectives of the City under this RFP, it may choose to terminate the process. The City shall incur no liability to any Vendor as a result of such negotiations, including termination of the process.

Vendors may be requested to take part in negotiations for the purpose of refining design elements and finalizing best offers and contract terms. Such discussions shall be undertaken on the following basis:

1. Requests to Vendors to participate in best offer negotiations shall be on the basis that all original Proposals shall continue to be binding up until the conclusion of such discussions and the award of an Agreement by City Council or a decision by Council not to award. The City at all times reserves the right to revert to and accept an original Proposal.
2. The City shall, when issuing the requests for negotiation, indicate to the selected Vendors the issues which the City would like to address in discussions.
3. All Proposals shall remain confidential and discussions with the Vendors shall be based solely upon the content of their original Proposals and any revisions or amendments which they may choose to present in response to the City's request. Under no circumstances shall the City disclose, or be requested to disclose, the contents of another Vendor's Proposal.

Results of negotiations and any revisions to the original Proposal shall be confirmed in writing by the City and the Vendors, executed by their authorized representatives, for submission and consideration by City Council as the Vendors' finalized best offers. For greater certainty, please note that City Council shall not be bound to accept the Proposal of the top scoring Vendor prior to negotiations.

4.7 Evaluation Results

Proposal evaluation results shall be the property of the City and are subject to Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Evaluation results may be made available to members of City Council on a confidential basis and may be subject to public release pursuant to MFIPPA.

Vendors should be aware that Council and individual Councillors have the right to view the Proposals provided that their requests have been made in accordance with the City's procedure and that proprietary confidential information is respected.

4.8 Draft Agreement

Vendors must carefully read Appendix "B", "Street Furniture Agreement" which sets out the proposed terms and conditions of the Agreement to be entered into by the Successful Vendor and the City. If Vendors have exceptions to an individual term, they are to note this on the "Exception Form" provided in Appendix "F" by noting the corresponding term number, followed by a narrative explanation and substitute language where appropriate. The effect of any proposed "Exceptions" to the Agreement may be taken into account by the City in negotiations. **Please note that Vendors may not seek to waive or alter a mandatory term of this RFP or affect the requirements of Sections 3.0 or 5.0 by taking exception to any term where repeated in the draft Agreement.**

4.9 Award of Agreement

The award of any Agreement will be at the absolute discretion of the City. The selection of a recommended Vendor will not oblige the City to negotiate or execute an Agreement with that recommended Vendor.

Any award of an Agreement resulting from this RFP will be in accordance with the by-laws, policies and procedures of the City.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Vendors receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Vendor who fails to comply with any such procedures.

Proposals must address the proposal content requirements as outlined herein, must be well ordered, detailed, comprehensive and readable. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation of Proposals and are the Vendor's responsibility. General marketing and promotional material will not be reviewed or considered.

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

- a) Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address;
- b) Should preferably be limited to 50 pages (not including the design submission), double sided, minimum 11 point font, printed in the English language, with unlimited appendices;
- c) Should consist of three (3) electronic copies of the entire proposal submission in PDF format on CD;
- d) Should consist of one (1) original (clearly marked as such on its first page) and seven (7) full photocopies of the Design Submission portion of the proposal and seven (7) CDs in PDF format as described in section 5.3, Subsection (3) below;
- e) Must consist of one (1) original (clearly marked as such on its first page) and ten (10) full photocopies of:
 - (i) A **Main Proposal Document** as described in the section below titled **Proposal Content**, including all attachments and appendices as required;
 - (ii) **Form 1 (Proposal Submission Form)** completed and signed by an authorized official of the Vendor;
 - (iii) **Form 2 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request)** completed as indicated;
 - (iv) **Form 3 (Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts)** completed as indicated, if applicable;
 - (v) **Form 4 (Environmentally Responsible Procurement Statement)** completed as indicated, if applicable;
 - (vi) **Form 5 (Lobbying Disclosure)** completed as indicated, if applicable;
 - (vii) **Architectural Drawings** as required under **Section 5.3, Subsection (3a)**;
 - (viii) **Bid Security** in the form of a cash deposit, certified cheque or unconditional and irrevocable letter of credit in the form as required under **Section 5.3, Subsection (12)** in the amount of Five Hundred Thousand Canadian Dollars (\$500,000.00);
 - (ix) An **Agreement to Provide a Letter of Credit** in the form attached as Appendix “K” to this RFP, issued by a Canadian Schedule I or II Chartered bank to provide an unconditional and irrevocable letter of credit in the amount of Sixteen Million Canadian Dollars (\$16,000,000.00), as required under **Section 5.3, Subsection (8f)** to secure the proper performance and fulfillment of the Agreement;
 - (x) Confirmation that the Vendor is willing and able to enter into an Agreement as per **Section 5.3, Subsection (13)**;
 - (xi) **Appendix D (Financial Component)** completed as indicated;
- (f) Must consist of one (1) set of letter sized website renderings as described in **Section 5.3, Subsection (3b)**;

- (g) Must consist of one (1) original presentation board as described in **Section 5.3, Subsection (3c)**;
- (h) Must consist of one (1) model as described in **Section 5.3, Subsection (4)**; and
- (i) Must be delivered no later than the Closing Deadline to:
 Chief Purchasing Official
 Purchasing and Materials Management Division
 4th Floor, West Tower, City Hall
 Toronto, ON, M5H 2N2

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and **Proposals that arrive after the Deadline will not be accepted.**

5.3 Proposal Content

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

Section 1 - Executive Summary

A description of the Vendor's 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 Vendor's 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 street furniture 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) Vendors are requested to submit copies of their audited financial statements or letter as set out in (h) above 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 Vendor has been and is financially viable and solvent as a going concern; confirmation that the Vendor has the financial capacity to complete this Project; and that the undertaking of this Project will not put any undue financial burden on the Vendor, 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 Vendor 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 Vendor 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 CDs in PDF format of all drawings, photo montages and animations are required.

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

i) Street Furniture Element Drawings

The individual street furniture element drawings should depict detailed methods of construction, proposed materials and finishes, and applicable colours and textures. Methods of customisation for Business Improvement Areas, neighbourhoods, and Heritage Districts should be illustrated. The following drawings are requested for each furniture 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 of each furniture element. 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 provided in Appendix "I", and
- Plans of each location, 1:100 scale.

b) Website Renderings

One (1) set of letter sized artistic drawings depicting the various street furniture elements must be provided and will be posted on the City's website for public viewing.

IMPORTANT NOTICE:

Public feedback to renderings will not be used in the evaluation of proposals. The sole intent is to provide the public with the opportunity to view street furniture elements that the City is considering so as to provide context for the eventual recommendations of the Selection Committee. Vendors 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 foamcore 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 anytime 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) urban sites from the Placement Exercises.

Section 4 - Models:

Each Vendor shall submit accurate and realistically constructed models (1 model per element) for all street furniture elements at a scale of 1:20. Each model should show the colours, textures and finishes of all proposed materials as realistically as possible. Models must be within the context of a sidewalk (i.e. on a sidewalk base), chosen from one of the placement exercises. All street furniture elements should fit onto one base, but should not be affixed and should be fully enclosed to prevent viewing and/or protection against damage. The City may at its sole discretion make the models available for public viewing at anytime after receipt and prior to the evaluation process.

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

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

Section 5 - Advertising Strategy

Describe the sales strategy and marketing plan for the street furniture program including:

- the proposed advertising sales program and how the Vendor intends to maximize gross revenues; and
- strategies to obtain new accounts;

Section 6 - Installation Schedule

- a) Detail the project plan time table required to manufacture and install each street furniture item.
- 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 under the Agreement.
- b) Describe the process by which requests from the City and or complaints from the public 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.
- d) Outline any creative and innovative maintenance strategies that the Vendor 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 Vendor currently uses to manage the inventory and maintenance of its advertising venues including:
- name of software;
 - functionality or how it will be utilized, (such as ability to display an overall map of the City of Toronto; provide information on as location upon choosing a particular area in the map; display a digital image of the street furniture element, showing its location and current condition; 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); and
 - type of reports that the System would generate. If the Vendor is presently using a System, attach samples of reports.

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 Vendor must clearly state in the Proposal any costs to the City of Toronto for any deliverables identified in this RFP.

The Proposal must detail the payment schedule and/or delivery schedule for all deliverables associated with this opportunity.

Any conditions, which might affect the City, should be noted.

a) Marketplace Demand

Vendors should provide documentation substantiating revenue projections and source all references used in arriving at projections. Comparison with any similar advertising programs in other jurisdictions or with other agencies would be helpful. The intent of this section is to ascertain the extent of the market for advertising on street furniture.

b) Contingency Plan (Costs)

Full description of all costs associated with every task of the proposal and how all of these would be covered and secured in the event revenue projections are not realized.

c) Marketing Plan

Full description of a marketing strategy including but not limited to a discussion of the use of existing distribution or production channels, list of receptive 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 Successful Vendor and/or due to the Successful Vendor, or paid to the Successful Vendor, 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 street furniture 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 Toronto. Where the Successful Vendor does not bill a particular customer (including itself or an affiliate, partner or joint-venturer of the Successful Vendor) for advertising services provided by the Successful Vendor, 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 Successful Vendor 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. Gross revenue shall be calculated prior to deducting any fees, commissions, licensing expenses, operating expenses payable by the Successful Vendor.

It is the Successful Vendor's gross revenue that will form the basis upon which the rate of revenue (ie: 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.

The Successful Vendor will have to 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) A guaranteed minimum annual revenue 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.

Based upon the financial return to the City under its existing street furniture Agreements the City would expect to see financial proposals which result in an initial guaranteed minimum annual revenue of at least \$6,000,000, subject to the escalation factors below.

The City will expect to receive at a minimum the greater of 27% of the gross annual revenue or the guaranteed minimum annual revenue amount.

Vendors are required to complete Appendix “D” Financial Submissions Forms.

- (iv) The Successful Vendor will provide the City with an annual prepayment of the guaranteed minimum annual revenues. The prepayment will be submitted within three (3) weeks of each anniversary date of the Agreement. A reconciliation of payments made on anniversary date to actual gross annual advertising revenues for each fiscal year will be carried-out and the City’s share of actual gross annual revenues in excess of the minimum guaranteed annual revenue will to be remitted to the City within ten (10) days of the end of each month.
- (v) On the date of execution of the Agreement, the Successful Vendor will pay to the City all third party consulting costs incurred by the City with respect to the street furniture program and the preparation of this RFP in the amount of \$285,000.00. In addition the Successful Vendor will also pay the City an up front lump sum payment (as per Appendix “D”), upon signing of the Agreement.

e) Free Advertising Space to City

The Successful Vendor will be required to provide seven percent (7%) of the total available advertising space free of charge for City public service promotional material, and Business Improvement Area (BIA) advertising in the amount of at least one face in the BIA area, subject to the same specifications and criteria imposed on the Successful Vendor's advertisers. The Successful Vendor will be responsible for the installation and removal of such public service messages. The Successful Vendor 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. In addition, the City’s designate reserves the right to require a particular advertisement installed within five working days of the notice to do so with respect to a particular public service or event of interest to a specific area.

The Successful Vendor will make a reasonable attempt at a City-wide geographic, evenly spaced distribution of locations versus concentration in various pockets of the City. Furthermore, in the event that there are advertising panels that are not sold over and above the 7% noted, the City shall have the opportunity to have additional public service advertisements installed at no cost.

f) Irrevocable Letter of Credit (“Agreement Securities”)

An unconditional and irrevocable letter of credit as described in Section 3.24 will be required to secure the performance and fulfillment of the Agreement. All Vendors must therefore provide an agreement to provide a letter of credit in the form attached as Appendix "K" to this RFP properly executed by a Schedule I Canadian Chartered bank satisfactory to the City's Deputy City Manager & Chief Financial Officer.

g) Business/Realty Taxes

The Successful Vendor will pay all business/realty taxes or 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 street furniture. Any such monies owed will not be subtracted from the City revenue guarantees or free ad space equivalents.

h) Occupancy

The Vendors are required to clearly state all assumptions made with respect to occupancy of advertising space.

i) Notes to Costs

All parts and items on the Financial Submission Forms (Appendix D) must 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 Vendor's financial submission.

Costs/Revenues submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

All prices must be stated in Canadian currency. Vendors shall assume all currency risk.

The City shall not be responsible for any additional costs.

The Successful Vendor 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 Successful Vendor acknowledges that, if it is a non-resident person, payments to the Successful Vendor, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Successful Vendor, as a non-resident person, provides the City with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the Income Tax Act (Canada).

Section 9 - Manufacturing Experience

- a) State the names, addresses and contact persons of the manufacturer(s) that would produce the street furniture for this Agreement.
- b) Describe the past experience of the manufacturer(s) and how long has the manufacturer(s) been manufacturing this type of furniture and number of units produced per annum.

Section 10 - Advertising and Sales Experience

- a) Describe the size, capability and experience of its sales force in the marketing and sales of outdoor advertising and who would be assigned to the City's Agreement.

- b) Provide and state the names, telephone numbers, and contact persons for the national and international advertising agencies that have used the Vendor's outdoor media infrastructure in the past 2 years.

Section 11 - 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 performance would be managed, customer service concerns met, and complaint handling and complaint escalation process.

Section 12 – Bid Security

Vendors shall furnish with their Proposal a cash deposit, certified cheque or letter of credit in the amount of five hundred thousand dollars (\$500,000.00) (hereinafter called the "Bid Security"). No interest will be paid to the Vendors on cash deposits.

- a) The certified cheque shall be drawn on a Canadian Schedule I or II chartered bank, payable to the City of Toronto and be certified by the bank and not by the Vendor, and otherwise be acceptable to the City's Chief Financial Officer and Treasurer. The letter of credit shall be drawn on a Canadian Schedule I or II chartered bank in the form attached as Appendix "L".
- b) The Bid Security will be promptly returned to any Vendor whose Proposal is no longer being considered for a final award and those from the short listed Vendors will be returned when the Agreement is awarded. The Bid Security from the Successful Vendor will be retained until the execution of the Agreement or applied to the requirements of the Agreement as may be agreed.
- c) The Bid Security shall be forfeited to the City as a genuine pre-estimate of damages if the Successful Vendor does not enter into the Agreement and supply the City with the required Agreement Securities by July 1, 2007 unless extended by the City at its sole discretion.

Section 13 – Required Agreement

The Vendor shall indicate that it is willing and able to enter into an Agreement with the City by July 1, 2007 unless extended by the City at its sole discretion on the terms of this RFP in a form and content as set out in Appendix "B" to this RFP, subject to such additions and revisions as may be agreed and are acceptable to the City Solicitor and the General Manager of Transportation Services.

Section 14 – Methodology

The Vendor 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 that need for transitional adjustments to the sidewalk/boulevard surface (concrete pads, bolts, tie-backs, etc.).

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 lighting aspects of the venture and the role that subcontractors or joint venture partners (specify names), if any, will play. Where possible, Vendors should articulate the tasks involved and their frequency.

APPENDIX A
RFP PROCESS TERMS AND CONDITIONS

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1. Vendor's Responsibility

It shall be the responsibility of each Vendor:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a Successful Vendor) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at www.toronto.ca/tenders/index.htm

The failure of any Vendor to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Vendor of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Vendor's Proposal.

2. Prime Vendor

A joint Proposal by a consortium of two or more Vendors having no formal corporate links may be submitted, but one person or company must be shown as the prime Vendor and be prepared to represent the joint venture or consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of any Agreement.

Where a proposal is made by a prime Vendor with associate firms working with or under the prime Vendor in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. Contacts/Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contacts" in the Notice to Potential Vendors.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Vendor who uses any information, clarification or interpretation from any other representative does so entirely at the Vendor's own risk.

IN ADDITION, ALL VENDORS ARE ADVISED THAT CITY COUNCIL HAS DIRECTED THAT, ONCE THIS RFP IS ISSUED, VENDORS ARE NOT TO DISCUSS THE RFP WITH INDIVIDUAL COUNCIL MEMBERS AND THAT ALL COMMUNICATIONS ARE TO BE WITH THE IDENTIFIED "CITY CONTACTS".

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Vendor to bypass the RFP process may be grounds for rejection of its Proposal.

4. Addenda

- (i) **Prior to the Mandatory Vendors' Meeting**, if it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at www.toronto.ca <http://www.toronto.ca/tenders/proposal.htm>, and will not be made available by the City in printed form, so Vendors and prospective Vendors SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Mandatory Vendors' Meeting.

- (ii) **After the Mandatory Vendors' Meeting**, if it becomes necessary to revise any part of this RFP, the revisions will be by Addendum issued to all companies that registered at the Mandatory Vendors' Meeting.
- (iii) Only answers to issues of substance will be sent out to these potential Vendors. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued, the date for submitting Proposals may be revised by the City if, in its opinion, determines more time is necessary to enable Vendors to revise their Proposals.
- (iv) **All Vendors must acknowledge receipt of RFP documents and all Addenda in their Proposal.**
- (v) The City's Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline..

5. Omissions, Discrepancies and Interpretations

A Vendor who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than three days before the Closing Deadline. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

6. Incurred Costs

The City will not be liable for, nor reimburse, any potential Vendor or Vendor, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

7. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Vendors to submitted Proposals will be permitted.

A Vendor may withdraw its Proposal prior to the Deadline any time by notifying the City Buyer designated in this RFP in writing.

A Vendor who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Vendors until the award of an Agreement by City Council.

If the City makes a request to a Vendor for clarification of its Proposal, the Vendor will provide a written response accordingly, which shall then form part of the Proposal.

8. No Collusion

No Vendor may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Vendor or the agent or representative of any other Vendor or prospective Vendor. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

9. Prohibition against Gratuities

No Vendor and no employee, agent or representative of the Vendor, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Vendor, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

10. Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Vendor:

- a) accept or reject any or all Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal; and
- d) award an Agreement in whole or in part.

The City is relying on the experience and expertise of the Vendor. The City reserves the right to disqualify any Vendor who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

11. Verification

The City reserves the right to verify with any Vendor or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Vendor has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as unbalanced (i.e., not representative of the scope of the services).

12. Conflicts of Interest

In its Proposal, the Vendor must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Vendor must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Vendor and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Vendor until the matter is resolved to the City's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Vendor is retained by another client giving rise to a potential conflict of interest, then the Vendor will so inform the City. If the City requests, then the Vendor will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Vendors are cautioned that the acceptance of their Proposal may preclude them from participating as a Vendor in subsequent projects where a conflict of interest may arise. The Successful Vendor for this project may participate in subsequent/other City projects provided the Successful Vendor has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Successful Vendor.

13. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Vendor or prospective Vendor in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the City;
- b) must be treated by Vendors and prospective Vendors as confidential; and
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

14. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Vendor in connection with, or arising out of this RFP, once received by the City:

- a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the Successful Vendor; and
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Vendors are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Vendor's name at a minimum shall be made public. Proposals will be made available to members of City Council on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

15. Intellectual Property Rights

Each Vendor warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

16. Failure or Default of Vendor

If the Vendor, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Vendor under the terms of the RFP, the City may disqualify the Vendor from the RFP and/or from competing for future tenders or RFP issued by the City for a period of one year. In addition, the City may at its option either:

- a) Consider that the Vendor has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- b) Require the Vendor to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Vendor's failure or default, and further the Vendor will indemnify and save harmless the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Vendor.

17. Publicity

The Vendor and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

18. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

APPENDIX C

STANDARD SUBMISSION FORMS

- FORM 1:** Proposal Submission Form – Mandatory
- FORM 2:** Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request - Mandatory
- FORM 3:** Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Agreements – If Applicable
- FORM 4:** Environmentally Responsible Procurement – If Applicable
- FORM 5:** Lobbying Disclosure – If Applicable
- FORM 6:** Notice of No Submission – If Applicable



FORM 1

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. 9103-06-7316

Co-ordinated Street Furniture Program

CLOSING: 12:00 NOON (local time) January 10, 2007

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SUBMITTED BY:

(VENDOR'S FULL LEGAL NAME)

ADDRESS: _____ TELEPHONE NO. _____

_____ FAX NO. _____

_____ DATE: _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.

**POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE
PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST**

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- ♦ disallow bidders/Vendor from submitting a bid to any Tender, Quotation, or Proposal call in which the bidders/Vendor has participated in the preparation of the call document; and
- ♦ a bidders/Vendor who fails to comply will result in disqualification of their response to the call/request.

Bidders/Vendor to state if they have participated in the preparation of this call/request document:

Specify: _____
(yes/no)

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT

EMPLOYEES FOR CITY CONTRACTS

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in Agreements directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in Agreements directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project Work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project Work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in Agreements directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

- Notes:
- (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
 - (2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: .

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Client and Support Services
4th Floor, West Tower, City Hall, (416) 392-1302

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services that are environmentally preferred.

Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s)

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests, Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website at www.toronto.ca/tenders/environment.htm

State if environmentally preferred products/service is being offered: YES _____ NO _____

State briefly the environmental benefit of the product/service offered:

1.0 Lobbying Disclosure

A bidder/Vendor is required to ensure that no communication is made by the bidder/Vendor or its representatives, including a third party representative employed or retained by it to promote its bid/proposal or oppose any competing bid/proposal (“lobbying”) unless such communication, relating to all meetings, written correspondence and telephone discussions that the bidder/Vendor or its representatives have had with any Member of Council, City Official, appointed member of any City boards, agency, commission, task force, or related organization, is disclosed to the City Clerk. A communication for the purpose of this requirement does not include a communication to the authorized City project contact person.

For the purpose of meeting this requirement, this form should be completed and submitted to the City Clerk prior to award.

2.0 Please provide the following information:

Competitive Call No. (in respect of which lobbying has occurred)
Bidder/Vendor Name:
Bidder/Vendor Business Address:
Bidder/Vendor Business Telephone No.
Name of each Representative (retained or employed that was engaged in lobbying in respect of the Competitive Call)
Business Address of each Representative Named Above (if different than that of Bidder/Vendor)

Business Telephone No. of each Representative Named Above

List the names of individuals the bidder/Vendor and/or his representative(s) have contacted within the awarding body (i.e. City, Agency, Board, Commission or related organization), other than the authorized project contact person, in connection with the Competitive Call named on this form. Contact within the awarding body could include but is not limited to meetings, written correspondence and telephone conversations.

- 3.0 This Disclosure Form is to be submitted up to the time of award of the competitive call.
- 4.0 Bidders and Vendors are responsible for contacting the City of Toronto, Purchasing and Materials Management Division at (416) 392-7311 to ascertain award status and timing for the purpose of compliance with this policy.
- 5.0 The City Clerk will provide the disclosure information upon request to any members of Council, City Staff or the public.
- 6.0 The City Clerk shall post disclosure information on the City's Website.
- 7.0 By not returning this form, it will be assumed that no lobbying has been carried out by the bidder/Vendor or its representatives.

Please return this form to:

**Ulli S. Watkiss, City Clerk, City Clerk's Office,
2nd Floor, West Tower, City Hall, M5H 2N2**

Name:

(Please Print)

Signature:

Date:



NOTICE OF "NO SUBMISSION"

RFP # :	9103-06-7316 MW
CLOSING	January 10, 2007

IMPORTANT - PLEASE READ THIS

It is important to the City of Toronto to receive a reply from all invited Vendors. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the City in determining the type of services you are interested in submitting a Proposal in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposals, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

1. We do not offer this service.

2. We do not offer services to these requirements.

3. Unable to offer services competitively.

4. Cannot handle due to present commitments.

5. Quantity/project too large.

6. Cannot meet delivery/completion requirements.

7. Licensing restrictions.

Other reasons or additional comments.

Do you wish to participate in Request for Proposals for services in the future? YES ____ NO ____

For City's use only - Do not write in this space.

Company Name:

Address:

Signature of Company Representative:

Position:

Date:

Tel. No.:

Fax No.:

Fax: 416-392-8411

APPENDIX D

Financial Submissions Forms

1) CITY REVENUES

A percentage of the Successful Vendor's gross annual advertising revenue will be payable to the City at rate of _____%.

The City will receive the greater of the gross annual advertising revenue percentage listed above or the guaranteed minimum annual revenue, listed below:

(Column 1)(Column 2)

**Minimum Guaranteed Annual
Agreement YearRevenue Proposed By Vendor**

1\$ _____
2\$ _____
3\$ _____
4\$ _____
5\$ _____
6\$ _____
7\$ _____
8\$ _____
9\$ _____
10\$ _____
11\$ _____
12\$ _____
13\$ _____
14\$ _____
15\$ _____
16\$ _____
17\$ _____
18\$ _____
19\$ _____
20\$ _____

In Addition to the above payments, the City expects payments for:

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

Up Front Payment upon Signing of AgreementVendors Proposal \$_____

2) CASH FLOW ANALYSIS

Vendors must use this format to submit the cash flow 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 sheets and provide footnotes as needed.

Table 1 UNIT VALUE

Provide the unit value for each street furniture element. The unit value shall include, but not be limited to the supply, delivery, installation, manufacture, assembly, permits, utility hook ups, labour and supervision. Unit values shall increase yearly by the rate established by the “Canadian Consumer Price Index” (CPI).

Street Furniture Elements	Unit Value (\$)
Transit Shelter	
Litter/Recycling Receptacles	
Benches	
Information / Way-finding Structures	
Postering/Neighbourhood Information Kiosk/Structures “A”	
Postering/Neighbourhood Information Kiosk/Structures “B”	
Public Washrooms	
Multi-Publication Structures “A”	
Multi-Publication Structures “B”	
Bicycle Parking Units	

Table 2 REVENUE, YEAR BY YEAR

Provide the total revenue by year corresponding to the roll-out schedule in Section 3.8.

Year	1	2	3	4	5	6	7	8	9	10
Amount										

Year	11	12	13	14	15	16	17	18	19	20
Amount										

Table 3 ANNUAL MAINTENANCE EXPENSES, YEAR BY YEAR

Provide the maintenance expenses by year corresponding to the roll-out schedule in Section 3.8.

Year	1	2	3	4	5	6	7	8	9	10
Amount										

Year	11	12	13	14	15	16	17	18	19	20
Amount										

APPENDIX E

PROPOSAL EVALUATION TABLE(S)

Table A

COMPLIANCE WITH MANADATORY SUBMISSION OF REQUIREMENTS	YES - NO
Sections 5.2 and 5.3 of the RFP document	
MET REQUIREMENTS	

Table B

DESIGN ELEMENT	40%
Appropriateness, Scale, Modularity The individual elements are appropriately scaled for their intended use The individual elements are designed in a range of sizes offering flexibility which allows them to be adapted to the range of Toronto's sidewalk conditions The elements are modular in the sense that groupings of furniture can be expanded or reduced, according to the surrounding street context The design is practical and capable of being implemented The design concept responds in an innovative and creative way to the four locations included in the RFP Score out of 10	
Subtotal	
Coordinated Family of Elements All the elements belong to an overall, cohesive design framework The overall design concept provides innovative ways of combining elements into multi-functional Units There are opportunities for adaptation and customization in local BIAs, neighbourhoods and Heritage Districts Score out of 10	
Subtotal	

Materials, Fabrication, Durability Proposed materials and finishes will function and wear well when exposed to normal and extreme weather conditions Proposed materials and finishes are durable and will function and wear well under normal and extreme levels of use Proposed materials and finishes can withstand vandalism Components and materials are easily replaced, repaired and cleaned Score out of 10	
Subtotal	
Flexibility and Sustainability Design allows for incorporation of future new technologies Future new street furniture items can easily be incorporated into, or adjacent to other elements For appropriate elements, the design shows a commitment to sustainable energy sources For appropriate elements, the design allows for incorporation of planting and/or other landscaping The design is environmentally innovative and makes use of the latest green concepts and Technologies Score out of 5	
Subtotal	
Building and Supporting Toronto's Identity The design represents a unique solution and approach specific to Toronto The design is "timeless" and will be appropriate in all areas of the City Score out of 5	
Subtotal	
TOTAL SCORE	

Table C

TECHNICAL & FUNCTIONAL ELEMENT	20%
Technical The elements meet the specified technical requirements (i.e. Solid Waste Management, etc.) The elements are designed to accommodate all users, as per the Principles of Universal Design Groupings of furniture respect entry and adjacency clearances The construction details for the elements appear not to cause injury or dangerous conditions for users The design addresses the technical requirements as described in The City of Toronto's Accessibility Design Guidelines Score out of 10	
Subtotal	
Functional There are adequate lighting provisions for the various elements There are adequate lighting provisions for groupings of furniture overall The design allows for clear sightlines to be maintained for all furniture configurations There are provisions for communication and/or panic alarms, where appropriate Appropriate elements are multi-functional There are provisions for communication and/or panic alarms, where appropriate The elements clearly function to serve their purpose Score out of 10	
Subtotal	
TOTAL SCORE	

Table D

FINANCIAL	30%
Financial Net Present Value of the Financial Proposal to the City Score out of 30	
TOTAL SCORE	

Table E

QUALIFICATION ELEMENT	10%
Qualification Vendor's level of experience Vendor's business integrity and financial soundness, including without limitation adequate access to sources of capital and operating funds and the demonstrated ability to maintain books and records The Vendor's demonstrated experience and ability to produce a high quality comprehensive street furniture design and installation program for the City The Vendor's demonstrated experience and ability to operate and maintain Street Furniture structures in an urban environment The qualifications, experience and availability of key personnel responsible for and committed to the program The Vendor's level of experience in the sale and maintenance of outdoor advertisements in an urban environment The Vendor's experience with public sector clients The Vendor's inclusion of local members on its team of key design personnel Quality of proposed plan of action and overall management approach Quality of proposed implementation plan and installation schedule Quality of proposed plan for inventory, record keeping and reporting The Vendor's fully documented plans for maintaining and operating the Street Furniture structures The Vendor's ability to maintain the property of the City in good condition throughout the term of the Agreement The Vendor's plan for marketing the Street Furniture structures and the advertising thereon including without limitation attention to individual neighbourhood needs and the consideration of both local and national advertisers Score out of 10	
TOTAL SCORE	

APPENDIX F

AGREEMENT EXCEPTION FORM

As set out in Section 4.8 of the RFP, Vendors shall review the Agreement attached as Appendix “B” to this RFP and provide comments in the form of “exceptions” to the terms and conditions of the Agreement. Please list all exceptions using the following format:

	Agreement Section/ Subsection Number	Explanation for Exception	Proposed Alternative Wording
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

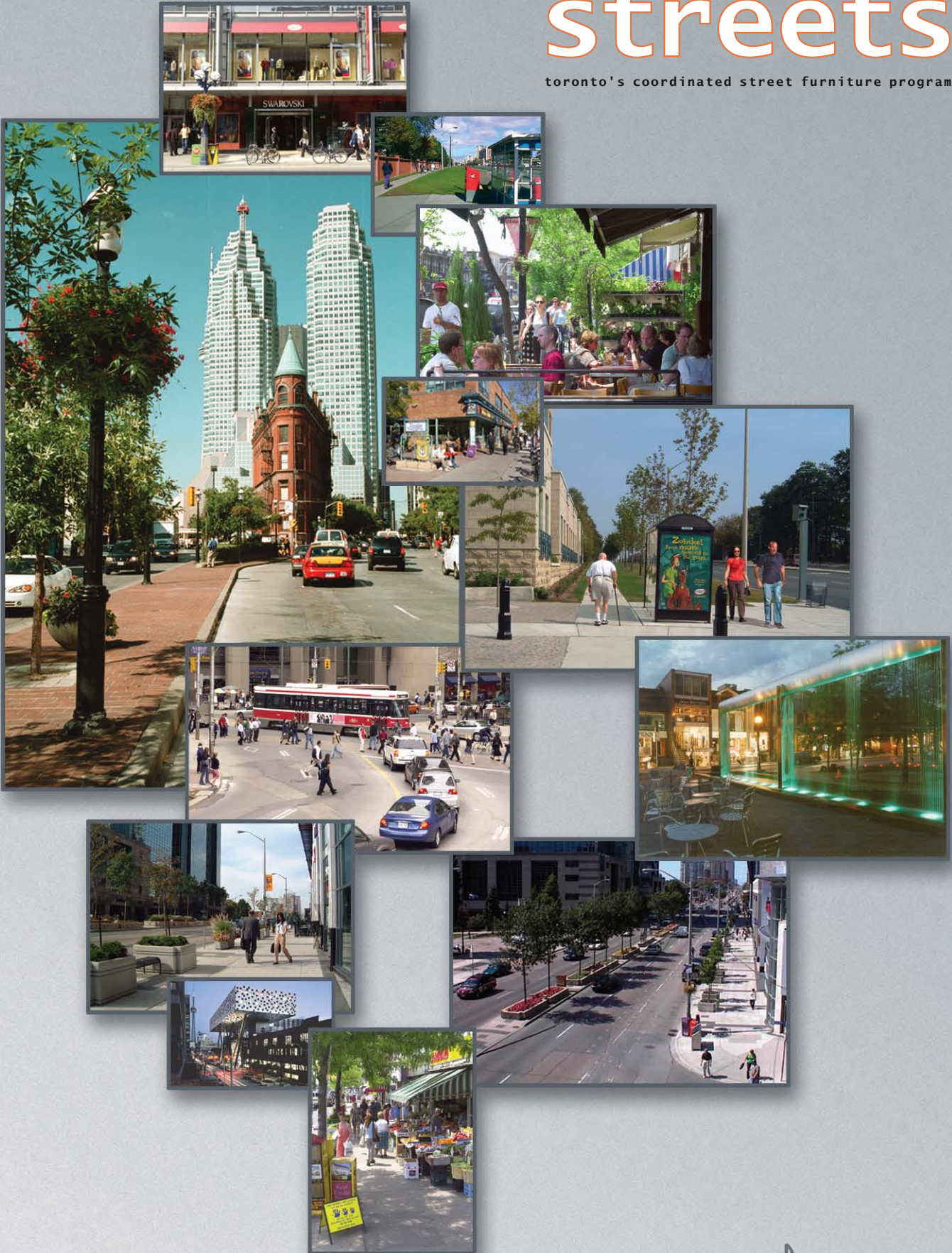
APPENDIX G

VIBRANT STREETS DOCUMENT

vibrant streets

toronto's coordinated street furniture program

Street Furniture Design & Policy Guidelines



Vibrant Streets

Toronto's Coordinated Street Furniture Program Design and Policy Guidelines

August 2006

 **TORONTO** Transportation Services, City Planning and Clean & Beautiful City Secretariat



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- General placement of all street furniture
- Transit shelters
- Litter/recycling receptacles
- Benches
- Multi-publication structures
- Information/wayfinding structures
- Postering/neighbourhood information kiosks/structures
- Public washrooms
- Bicycle parking units

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Executive Summary

Toronto's Coordinated Street Furniture Program creates a new unique opportunity to dramatically improve and celebrate the quality of our public spaces through exceptional design.

Toronto's streets and sidewalks are key components of the public realm. A thoughtfully designed public realm with well-placed amenities results in a beautiful, functional and safe urban environment. Street furniture amenities, including transit shelters, benches, recycling receptacles, publications boxes, information and wayfinding structures, contribute to the way our streets look and feel. Mismatched, poorly designed and awkwardly placed street furniture detracts from the city's image.

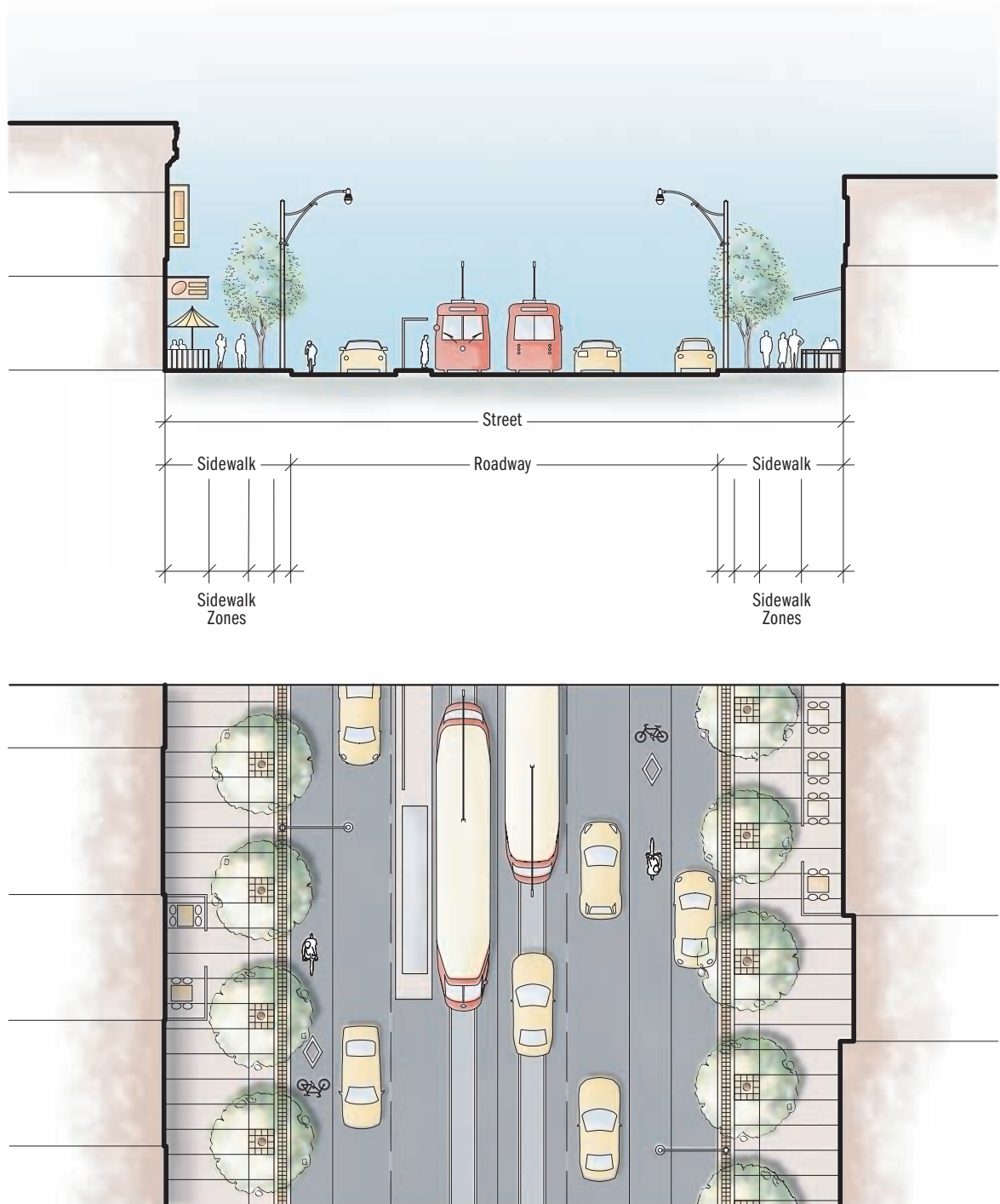
The Coordinated Street Furniture Program will change how our city streets look, function and meet the needs of residents and visitors. The goal is to harmonize the design, form, scale, materials and placement of street furniture, so that it contributes to the accessibility, safety and beauty of our public spaces. The program will be implemented through a Request For Proposal (RFP) process that seeks proposals from the private sector to provide coordinated street furniture elements under a financial arrangement that creates long-term value to the City. These improvements will be implemented in all Districts.

While high quality street furniture is important, it is only one of several initiatives aimed at improving the look and character of Toronto's streets. On its own, it will have an impact. However, when combined with other streetscape improvement initiatives, it can become a powerful new program that facilitates ongoing awareness of civic life and city building.

Key existing contracts for street furniture elements expire over the next three years. This provides the opportunity to review the objectives for a new street furniture program and develop criteria and guidelines for improving their design and placement. To inform the development of these criteria, the general public, the design community and other stakeholders have been engaged in an intensive consultation process. Staff also analysed initiatives and pilot projects in Toronto and other municipalities for applicable lessons.

The public were very engaged. Stakeholders expressed a high degree of interest, acute concern and informed opinions about how to make Toronto's streets cleaner, more beautiful and more inviting.

Based on the public consultation, experience and research, a number of criteria were developed for a program that puts the needs of pedestrians first. These criteria call for new street furniture elements to provide exceptional design, universal accessibility, safety, pedestrian-oriented placement, **quality maintenance and sustainable components**. Revenues from selective advertising could finance the program and return a benefit to the City for the privilege of occupying the public realm.



Toronto's streets are a key component of the public realm.

vibrant streets

toronto's coordinated street furniture program

1. Introduction

1.1 The Opportunity and the Challenge



When streets enhance the urban environment and meet the needs of pedestrians, they make a city livable and beautiful.

When streets enhance the urban environment and meet the needs of pedestrians, they make a city livable and beautiful. Appealing, well maintained, safe and accessible public streets are a common theme and a necessary ingredient for positive urban experience in all great cities around the world. Streets, when well proportioned and designed, become public outdoor rooms. They are places for people to gather, meet, stroll, sit in cafes and window-shop. They are the locations where connections are made among residents and visitors.

As the City works to improve the design and character of the urban environment, it must look carefully at all of the components that result in good street design. Unobstructed and ample pedestrian space, high quality and durable materials, safe and accessible sidewalks and well designed and thoughtfully placed street furniture all contribute to successful streets.



Toronto's streets are currently furnished with a varied collection of street furniture.

While other City initiatives address many of these criteria, the Coordinated Street Furniture Program focuses on the design, installation and maintenance of new street furnishings. Toronto's streets currently contain a varied collection of street furniture; some very old, some quite new, some well designed and some not so well designed. Collectively, streets often feel disorganized, cluttered and neglected. The purpose of this program is to address many of these issues and bring a new sensibility to Toronto's streets.

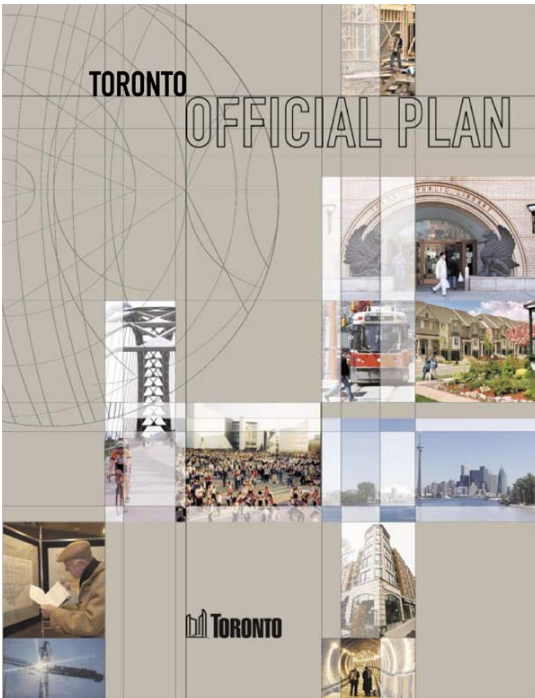
In 2002, the City of Toronto approved a new Official Plan, which contains objectives for many things, including making Toronto's built environment – our buildings, streets and public spaces – more beautiful. The Official Plan has a clear agenda for improving the public realm.

Section 3.1.1, The Public Realm:

6. Sidewalks and boulevards will be designed to provide safe, attractive, interesting and comfortable spaces for pedestrians by:

a) providing well designed and coordinated tree planting and landscaping, pedestrian-scale lighting and quality street furnishings and decorative paving as part of street

79 of 101
Amendments; and



The Official Plan has a clear mandate for improving the public realm.

1.2 What is Coordinated Street Furniture

b) locating and designing utilities, within streets, within buildings or underground, in a manner that will minimize negative impacts on the natural, pedestrian and visual environment and enable the planting and growth of trees to maturity.

Several City initiatives currently underway are devoted to improving the pedestrian experience and focus on creating more vibrant and attractive streets. These include the Civic Improvement Program, the Avenues Initiative, the Street-Tree Initiative and the Neighbourhood Beautification and Orphan Space Programs. Ongoing City road and street improvements, Business Improvement Area (BIA) streetscape programs, as well as opportunities created by new development projects, also help to enhance the pedestrian experience.

Street furniture consists of a wide variety of elements and amenities installed in the public right-of-way for the use and convenience of the public. Familiar examples include, but are not limited to, transit shelters, benches, litter/recycling receptacles, publication structures, information/wayfinding pillars, bicycle parking and postering kiosks. It has been suggested that street elements under the jurisdiction of different city departments, agencies, boards and commissions that are outside the scope of this project such as utility poles, traffic signal hardware, signs, planters, tree grates and guards, bollards, maintenance covers, banners, mail and clothing drop boxes should also be improved.

For the purpose of providing a focus and clarity to this project, we have defined “COORDINATED STREET FURNITURE” as:

“the harmonization of design, form, scale, materials and placement of street amenities in a functional and accessible manner to reduce clutter, beautify city streets and give

Toronto an identifiable streetscape.”

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toronto's coordinated street furniture program



There are two interdependent themes inherent in this definition that merit emphasis as this project advances. One of the most important is the City's determination to ensure cohesive and exceptional design quality. Equally important is their safety, accessibility and placement.



Many cities in the United States, Europe and Canada have developed and implemented successful coordinated street improvement programs that have had a positive impact on the overall image of these cities. Now it's Toronto's turn.



Many cities in the United States, Europe and Canada have developed and implemented successful coordinated street improvement programs that have had a positive impact on the overall image of these cities.

1.3 The Role of Advertising in a Coordinated Street Furniture Program

A high-level analysis of the economics and the financial implications of developing and maintaining a Coordinated Street Furniture Program across the City has included consultation with other municipalities that have implemented similar programs. This analysis provided a compelling case that advertising on some elements generates revenue which contributes to the creation and maintenance of high quality street furniture.

The programs reviewed in other cities suggest a substantial cost to design, manufacture, install and maintain new street furniture. At the same time, Torontonians are increasingly concerned about the amount of advertising on the streets. In recognition of this concern, this program strives to ensure that functionality and design are key and that advertising is appropriately integrated. Accordingly, specific criteria will apply to advertising on those elements selected.

1.4 The Purpose of this Document

This document has two objectives. The first is to outline the City's guidelines for the development of a new approach to the design, placement, use, accessibility and maintenance of street furniture. The second is to explain the background, context, research and consultation process undertaken to develop the design policy guidelines. This document will be part of the package issued to those companies interested in responding to the City's RFP.

2. Background and Context

2.1 Context and Timing



The Coordinated Street Furniture Program is a key component of the Five-Point Action Plan:
Sweep It, Design It, Grow It, Build It, Celebrate It.

2.2 Pilot Projects and Related Initiatives

The City's current contracts for transit shelters and waste/recycling receptacles expire in 2007 and 2009 respectively. This is a compelling opportunity to begin thinking about Toronto's street furniture holistically.

In 2004, the City of Toronto embarked on a major effort to enhance its stature and image as a clean and beautiful city. The Clean and Beautiful City initiative was identified as one of the nine priorities for the current term of City Council. Council also created the Roundtable on a Beautiful City to provide strategic advice on these matters and adopted a Five-Point Action Plan and funding for a range of coordinated, inter-divisional initiatives and partnerships.

The Coordinated Street Furniture Program is a key component of the Five-Point Action Plan.

Street Furniture Pilot Projects

During the past several years the City initiated a number of street furniture pilot projects to respond to identified public needs and to increase City revenues. These projects focused on additional recycling containers, better wayfinding and information structures for residents and visitors and efforts to rationalize the proliferation and placement of publication boxes.

In addition to these pilot projects, many BIAs, in the absence of a City-wide program, undertook their own street furniture projects to improve their neighbourhoods.

Current street-related pilot projects include:

New Garbage/Recycling Container Test

This three month pilot project saw the installation of new garbage/recycling containers at selected locations across the city. The results of a public consultation process providing feedback to the program have been incorporated in Solid Waste Management Services' staff reports in 2006.



Pilot Projects: Garbage/Recycling and InfoTOgo Pillar

infoTOgo Pillars

In 2005 Economic Development, Culture and Tourism, in conjunction with the Parks, Forestry and Recreation, oversaw the installation of twenty-five pillars on high traffic sites in parks and civic squares, adjacent to roads. These pillars provide area and pocket maps specific to the location highlighting areas of interest, historical attractions and public transit stops. Advertising panels are an integral component. Evaluation of this project is ongoing.

Consolidated Multi-Publication Box Pilot Project

Multi-publication prototype boxes were installed at the intersections of Bay and Bloor, Yonge and Bloor and Yonge and Dundas Streets in the summer of 2006. This pilot project provides for a number of publications to be housed within one structure. Evaluation of the functionality and design are underway.

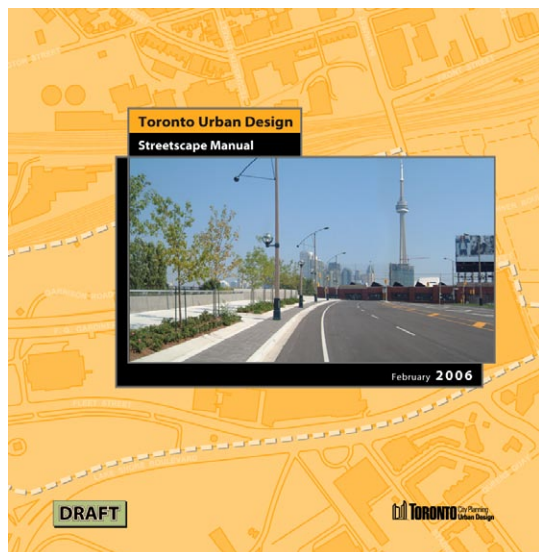
Related Initiatives, Guidelines and Policies

A number of other initiatives have direct links to the Coordinated Street Furniture Program. Some are City-driven, such as the Accessibility Design Guidelines, while others have been initiated and developed through residents' groups and BIAs. In addition, specific design guidelines have been created for a number of redeveloping areas of the City. These set out standards for placement, design and relationships of street furniture elements.

Work is underway harmonizing the many public right-of-way by-laws of the former municipalities that now compose the City of Toronto.

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Draft Toronto Streetscape Manual

Initiatives that have informed the guidelines in this document include: the Draft Toronto Streetscape Manual; new regulations regarding posting that have been finalized in a by-law as part of City Council's posting initiative; and designs for new street name signs that are being developed.

3. Objectives of the Coordinated Street Furniture Program

3.1 Objectives

This Program focuses on the harmonization of the design, scale, materials and placement of street furniture elements to reduce clutter, beautify city streets and give Toronto an identifiable streetscape. The City approaches this initiative holistically; the coordinated Program will work concurrently with other streetscape improvements, such as tree planting, decorative paving, pedestrian clearways (areas free of any elements), parking and street signs.

The Coordinated Street Furniture Program has several objectives:

- Implement a family of beautiful, functional, technologically flexible, durable and coordinated furniture for the streets of Toronto
- Promote ease of pedestrian movement and accessibility through the placement and design of furniture
- Ensure the program is fiscally responsible
- Establish a Program for ongoing maintenance and renewal
- Achieve attractive streetscapes through a high standard of civic design
- Enhance the safety of city streets
- Promote and enhance Toronto's identity

3.2 A City-wide Initiative

A key objective of the initiative is to extend this Program across the City. An important component of the Program is an implementation plan with an articulated and phased approach to the installation of new furniture elements throughout the City. It is critical to the Program's success that all areas receive the same high level of service.

4. Process: Public Consultation, Outreach and Best Practices

A core project team with representation from Transportation Services, City Planning/Urban Design and the Clean and Beautiful Secretariat directed the project and ensured that a wide range of activities captured the interests and input of diverse stakeholders. Best Practices in both Toronto and other cities were explored and an extensive consultation process involved the public and various stakeholder groups. These activities are the foundation of the guidelines and the RFP.

4.1 Public Consultation Process

The public consultation process engaged a broad spectrum of local residents, business groups, the design community, other stakeholder groups and the street furniture and advertising industry to define their needs, perceptions and suggestions for improving street amenities. Appendix 10.1 provides a summary of the public consultation process and resulting input.



Designers report on principles for street furniture design at the Design Exchange Charrette.

- Public meetings/workshops were held in Toronto & East York District, Scarborough District, Etobicoke York District and North York District. Participants had an opportunity to learn about the City's Program as well as give their input on key issues (What do they like about street furniture in the city? What don't they like about street furniture? What would they do to improve street furniture as part of this Program? What new street furniture items would they add?).
- Two design charrettes were held in partnership with the Design Exchange with members of the design community (industrial designers; architects and landscape architects; and graphic designers). These focused on developing principles based on an analysis of specific sites throughout the city. Appendix 10.2 contains a summary of these charrettes including the "Top 10 Design Ideas" that emerged.
- Discussions also involved other stakeholder groups including: the City's Pedestrian, Cycling and Disability Issues Committees; the Toronto Public Utilities Coordinating Committee; the Toronto Association of Business Improvement Areas; and publication box owners.



A CityScapes newsletter with details about the project was sent to residents groups and Business Improvement Areas.

- Discussions were held with the Roundtable on a Beautiful City, including the City Policies, Standards and Practices Subcommittee.
- There were also discussions with the street furniture and advertising industry (potential bidders).

A website (www.toronto.ca/streetfurniture) was developed to ensure ongoing communication and information sharing about the initiative among the City, the public and stakeholder groups. Updated on a regular basis throughout the project, the website included meeting minutes, project reports and event notices. An online questionnaire similar to the one used at the public meetings encouraged public feedback. The results were reviewed and used to develop the guidelines.

A CityScapes newsletter with details about the project was sent to residents groups and Business Improvement Areas. Members of City Council received copies of the newsletter as well as information about the various public meetings.

The level of interest from the general public and the design community was high. Participants at all of the meetings, public forums and those responding online were passionate and informed in their comments, criticisms and suggestions. The process also generated several articles in the Toronto press. Residents demonstrated deep concern for, and commitment to, the public realm, especially city streets and sidewalks. It is clear that both the RFP process and its results will be carefully monitored and scrutinized by Toronto residents.

4.2 Best Practices Research

The "Best Practices" study reviewed programs, policies and processes in a number of cities in North America and abroad. The study focused on design, consultation, contractual issues, policy matters, the management of advertising, financial models and the RFP process. The cities studied in detail include Boston, Chicago, New York, Los Angeles and Vancouver. Interviews were conducted with officials in these jurisdictions. In addition, current practices in Toronto were also reviewed.

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The Best Practices review identified a number of lessons learned that have been incorporated into this document and will be reflected in the RFP. These include:

- The benefits of consulting with the public
- The importance of articulating the City's vision, objectives and scope of the project, including the management and placement of advertising, as well as establishing a set of clear design and policy criteria for the RFP process.

Based on the Best Practices review, the RFP will articulate a set of clear design and policy criteria.

Street Furniture Elements

1. Elements of the Coordinated Street Furniture Program

- Transit shelters
- Litter/recycling receptacles
- Benches
- Multi- publication structures
- Information/wayfinding structures
- Postering/neighbourhood information kiosks/structures
- Public washrooms
- Bicycle parking units

2. Linked Elements

- Bollards
- Pedestrian railings/guards
- Tree grates, guards, planters
- Maintenance covers
- Subway entrance canopies
- News vending kiosks
- Telephone booths
- Sign poles

3. Other Street Elements Beyond the Scope of the Coordinated Program

- Lighting
- Utility poles
- Pay parking units
- Street signs
- Traffic sign supports
- Water fountains
- Clothing drop boxes
- Mailboxes
- Banners
- Markers/gateways to neighbourhoods
- Planters and flower baskets
- Decorative paving

Note: Listing elements separately does not imply that they cannot or should not be combined where appropriate to reduce clutter.

5. Scope of the Program – A Catalyst for Improving the Public Realm

There are many public amenities on city sidewalks. Some are under the jurisdiction of the City and its agencies, such as the Toronto Parking Authority, while others are the responsibility of third parties, such as utility companies and Canada Post. It is the City's intent to use the Coordinated Street Furniture Program as a catalyst for encouraging improvements to all elements in the public realm, regardless of who is responsible for them.

5.1 Scope of the Program

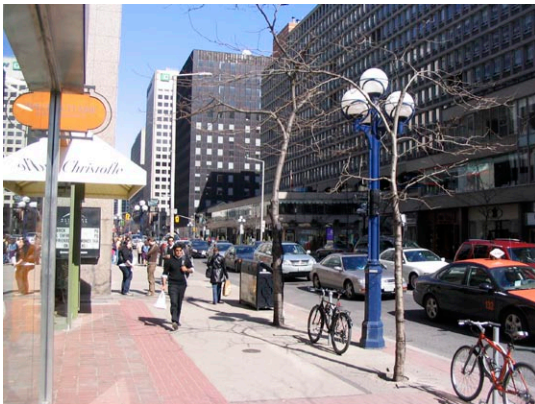
The adjacent chart outlines the elements that will form part of the RFP for the Coordinated Street Furniture Program and their relationship with other elements. The list is divided into three blocks:

The first block, “Elements in the Coordinated Street Furniture Program” includes all of the core elements to be designed, installed and maintained through the Coordinated Street Furniture Program. These form the basis for the RFP and the submission documents.

The second block, “Linked Elements” identifies a family of elements that should be linked through design to the Coordinated Program. To facilitate this linkage, the selected proponent would be required to fund a design study for developing these elements. The intent of this study is to ensure that “Linked Elements” can complement the core elements of the Program. The City will implement these linked elements as part of its continuing improvements to streets and sidewalks.

The third block contains “Other Street Elements Beyond the Scope of the Coordinated Program”. During the public consultation process questions were frequently asked about elements such as lighting, utility poles, pay parking units, clothing drop boxes, and mailboxes. These elements are fundamental to the use of the public realm and impact the overall look of the street. Although many of them are outside the City's direct control and will require coordination with other agencies and third parties, their future inclusion in the Program will have to be considered.

5.2 Enhancements to the Street Furniture Program



Local BIAs and other areas (such as designated historic districts) may wish to customize the look of their streets, including street furniture, in order to maintain or enhance their special identity.

The first criteria in this Program is the design of a cohesive family of street furniture. Enhancements beyond this family may be pursued in certain circumstances:

Local BIAs and other areas (such as designated historic districts) may wish to customize the look of their streets, including street furniture, in order to maintain or enhance their special identity. The Coordinated Street Furniture Program will offer opportunities for customized elements that can be added to the core line of furniture. These additions can reflect the specific character of these areas. Colour, materials or special add-on elements (such as plaques) might be used.

Unique area identities also can be achieved outside the scope of the Street Furniture Program in the form of planters, light standards, banners, decorative paving, gateway features, public art, etc. Appropriate design links with the elements of the Coordinated Street Furniture Program will be vital.

Changes in technology may impact the individual street furniture elements over time. It is the City's intention to encourage design solutions that are flexible to allow technological change.

5.3 Opportunities for Artist Participation



Artist inspired street furniture, Dundee Scotland.

The City's Official Plan encourages public art and a lively public realm. During the consultation process many participants expressed a strong desire to see an increase in the opportunities for art in the city. To this end, RFP proponents might consider including an artist on their team to enrich the thinking about the Program and the opportunities in the public realm.

Any forms of artistic expression around street furniture customization will not constitute public art as defined by the City's formal public art process.

6. Design Guidelines

All public and stakeholder groups expressed one clear message about the Street Furniture Program – “design matters”. The guidelines which follow outline a set of principles and criteria that will result in street furnishings that are of superior design, well sited, maintained, functional, accessible, safe and provide real value to the City.

The intention of these guidelines is to encourage innovation and creativity and to support a unique identity for Toronto. Not all furniture elements will be identical. Solutions must recognize varied site conditions, scale and neighbourhood character and can respond to these with different yet coordinated materials and sizes.

6.1 Appropriateness, Scale, Modularity

The design of street furniture must prioritize the needs of pedestrians and users with appropriate sizes and scales. Design solutions should respect the variety of urban conditions in Toronto.

- Each element should be appropriate and scaled to its function. The size and scale of the street elements should reflect their use in a specific location.
- The number of elements should reflect and respond to use patterns, placement opportunities, accessibility and pedestrian flow.
- Individual street furniture elements should be designed with a series of modular parts that are available in a range of sizes for use in different site conditions (i.e. smaller and fewer number of elements for narrow sidewalks, larger and additional elements for wider sidewalks).

6.2 Coordinated Family of Elements

Coordinated street furniture will be achieved through a family of elements related by design, materials and application.

- Combining individual amenities and uses into a common element is encouraged as a way to reduce clutter. Multi-functionality is desirable, especially in downtown locations.

- Colour, graphics, materials and finish details can be used to customize or differentiate furniture elements where desirable (for example in a Business Improvement Area or Designated Heritage Area).

6.3 Accessibility and Universal Design

An important objective of the Coordinated Street Furniture Program is to design and install street furniture that is accessible to all users and follows the principles of “universal design”. The Centre for Universal Design defines universal design as “the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design”.



An important objective of the Coordinated Street Furniture Program is to design and install street furniture that is accessible to all users.

- Street furniture elements should be designed to accommodate people with disabilities, such as those with physical and visual disabilities or impairment, as well as children and the elderly.
- All furniture must be designed with entry and adjacency clearances to accommodate wheelchairs and scooters.
- Transit shelters in particular must provide seating and resting ledges and all seating should have suitable support.
- To ensure the safe movement of the visually impaired, all street furniture elements must have bases that are cane detectable.
- For detailed information about accessible design requirements in the City of Toronto, refer to the “Accessibility Design Guidelines, Appendix J” (www.toronto.ca/diversity/accessibility_design_guidelines.htm).
- For detailed information on the principles of Universal Design, refer to the Centre for Universal Design (www.design.ncsu.edu).

6.4 Safety and Security

The design of street furniture elements must incorporate safety and security features. This includes both personal safety as well as broader community safety issues.

- All street furniture elements must use safe materials and design details to prevent injury (i.e. no sharp corners, exposed fasteners).
- Street furniture and its placement must consider visibility and sightlines, lighting, barrier-free accessibility and ingress/egress issues as they relate to women, children, the elderly and the disabled (For more on safety features, refer to the Metropolitan Action Committee on Violence Against Women and Children website, www.metrac.org).
- To maintain visibility at night, sufficient lighting must be incorporated into the interior of transit shelters.
- Where appropriate, street furniture should incorporate provision for communications/panic alarms.
- Special design consideration should be given to areas considered unsafe or at risk.

6.5 Materials, Fabrication, Durability

High quality materials and robust detailing ensure a long life and durability for street furniture.

- Materials and finishes must have proven their long term ability to function in and withstand severe environmental conditions (i.e. snow, ice, salt, pollution etc.), while maintaining their appearance.
- Materials must have proven success in their ability to withstand vandalism and other abuse.
- Materials must have proven success in their intended use.
- Elements must be fabricated to the highest standards and have a proven track record of use in high traffic environments.
- Repair must be easy. Replaceable modular parts should be designed to make repair simple, so that elements are not “out of service” for any length of time.

6.6 Flexibility

The design of street furniture should allow opportunities for customization and the ability to accommodate new technologies as they become available.

- Some parts of the street furniture should be able to be customized to reflect different conditions or areas of the City.
- Street furniture elements should be designed to be adaptable to new technology. The design of element should allow for upgrades in the future.

6.7 Sustainability and Environmental Issues

The Coordinated Street Furniture Program is committed to addressing sustainability and environmental issues. The use of sustainable materials and energy saving /efficient design is encouraged.

- Solar energy through the use of solar panels is a preferred option. This aligns with the City's support for sustainable technologies. At a minimum, energy efficient lighting should be used for those elements requiring electricity.
- Planting and landscaping as part of street amenities is encouraged. City Council has recently approved a Green Roofs Strategy to encourage the construction of green roofs on new and existing City-owned buildings. This initiative recognizes the positive environmental role green roofs can play. Opportunities exist to extend this strategy into the design of new street furniture.
- The design of the furniture should enhance biodiversity within Toronto's urban environment by incorporating 'bird-friendly' design features in order to reduce the deaths of migratory birds. For more information of migratory bird policies, refer to www.toronto.ca/lightsoout or www.flap.org
- Other environmental innovations are encouraged, including the use of recycled materials and energy harvesting.

6.8 Building and Supporting Toronto's Identity

Toronto can build, strengthen and communicate its identity through this Program. The RFP is seeking a Toronto-specific family of furniture, rather than off-the-shelf products common to other cities around the world.

- Toronto is a unique city. This should be reflected in the look and feel of our streets and sidewalks. The City expects that the new street furniture will be designed specifically for Toronto. This may include using local materials, design elements and/or graphic treatments.
- Design, details, materials and colours should be simple, elegant and timeless. Given the variety of architecture in Toronto, the design should be compatible with all architectural styles.

7. Placement Guidelines

The Coordinated Street Furniture Program presents an opportunity to reorganize Toronto's sidewalks and boulevards to create a more accessible and user friendly public realm. Toronto is made up of a wide range of streets, from tight urban sites to expansive suburban conditions, with varying sidewalk widths and building setbacks. The Coordinated Street Furniture Program will support this diversity through the use of appropriately designed and scaled furniture which is thoughtfully placed. Street Furniture Placement Guidelines will integrate street furniture into the public realm in a sensitive manner, while ensuring street furniture is accessible and safe to all. These guidelines direct the placement of street furniture, and encourage site specific solutions for typical conditions. Prior to the implementation of the new street furniture, the successful proponent will work closely with City staff to further refine these placement guidelines.

7.1 Placement Goals

- To establish and maintain a distinct, linear pedestrian clearway
- To implement appropriately scaled furniture responsive to the width of pedestrian clearway
- To implement an appropriate quantity of furnishings to reflect use patterns and placement opportunities
- To design streets accessible to all users
- To maintain sight lines at intersections
- To respond to surrounding architecture and open space
- To respond to specific site conditions

7.2 Applicable By-laws and Guidelines

There are several by-laws and guidelines in place which determine the placement of street furnishing elements such as publication dispensing boxes, TTC stop poles, and traffic light poles in the public right-of-way. Applicable street right-of-way and sign by-laws will be referred to prior to the placement of any furniture. The following guidelines must be consulted:

- City of Toronto, Accessibility Design Guidelines, Appendix J
- City of Toronto, Draft Streetscape Manual Excerpts, Appendix H
- City of Toronto, Official Plan (Chapter 3) http://www.toronto.ca/planning/official_plan/introduction.htm

7.3 Sidewalk Organization



View of Typical Toronto Main Street



View of Typical Toronto Green Street

The City of Toronto's Draft Streetscape Manual uses a streetscape hierarchy to differentiate streetscape types. In turn, each Street Type is matched with a particular set of detailed design guidelines. This same hierarchy can help to create a framework for the organization of the sidewalk. The three general streetscape categories are Main Street, Green Street and Expressway. An index for these Street Types can be found in the Streetscape Manual. For the purpose of the Street Furniture Placement Guidelines, the Expressway category does not apply. Main Streets and Green Streets are defined as follows:

Main Streets focus on commercial, residential and mixed-use buildings which generate related activities. The buildings create a continuous street wall with a direct or 'storefront' relationship to both the pedestrian realm and the vehicular portion of the street. They support public transportation networks, pedestrians, private vehicles and in some cases cyclists. This category of streetscape encourages diverse types of economic stimulation and social interaction at a pedestrian scale.

Green Streets are highlighted by adjacent natural areas, public parks and open spaces. The urban elements within the streetscape are integrated with the natural environments and enhanced with street tree planting, creating open space corridors with a naturalized form. This streetscape category encourages diverse types of environmental protection and social interaction at a pedestrian scale.

In order to successfully serve the many competing demands, the space must be organized on the public sidewalk to facilitate safe, efficient and accessible pedestrian movement. The Institute of Transportation Engineers in *Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities, 2006*, outlines the way that sidewalk space can be divided into four distinct zones, each with their own specific function.

Zones: The Sidewalk

Edge Zone – Immediately adjacent to the roadway, provides clearance between the travelled portion of the road or parked vehicles and the other sidewalk functions. This zone provides a safety buffer against door swings, mirrors, etc., possibly accommodates sign and utility posts, garbage set out and snow windrow storage. On Green Streets, a hard surface treatment in this zone is optional.

Furnishing and Planting Zone – This zone, which is adjacent to the edge zone, may contain street furniture, boulevard cafes, trees and other fixed objects, and may be characterized by decorative paving features. Coordinated alignment of such services within this zone is desirable, and these features should be placed in a manner that does not obstruct the Pedestrian Clearway. This zone provides an important comfort buffer between pedestrian and vehicular traffic.

Pedestrian Clearway – The Clearway accommodates pedestrian movement; a clear, unobstructed continuous path of sidewalk with a reasonable width to serve pedestrian flow. Provision of this zone is a high priority.

Frontage and Marketing Zone – This zone is adjacent to the building/property line that buffers pedestrians from windows, doorways, other building appurtenances. This zone may consist of marketing, outdoor merchandise displays, boulevard cafes and/or landscaping and in some cases may support street furniture, depending on space available. (*footnote 1*)

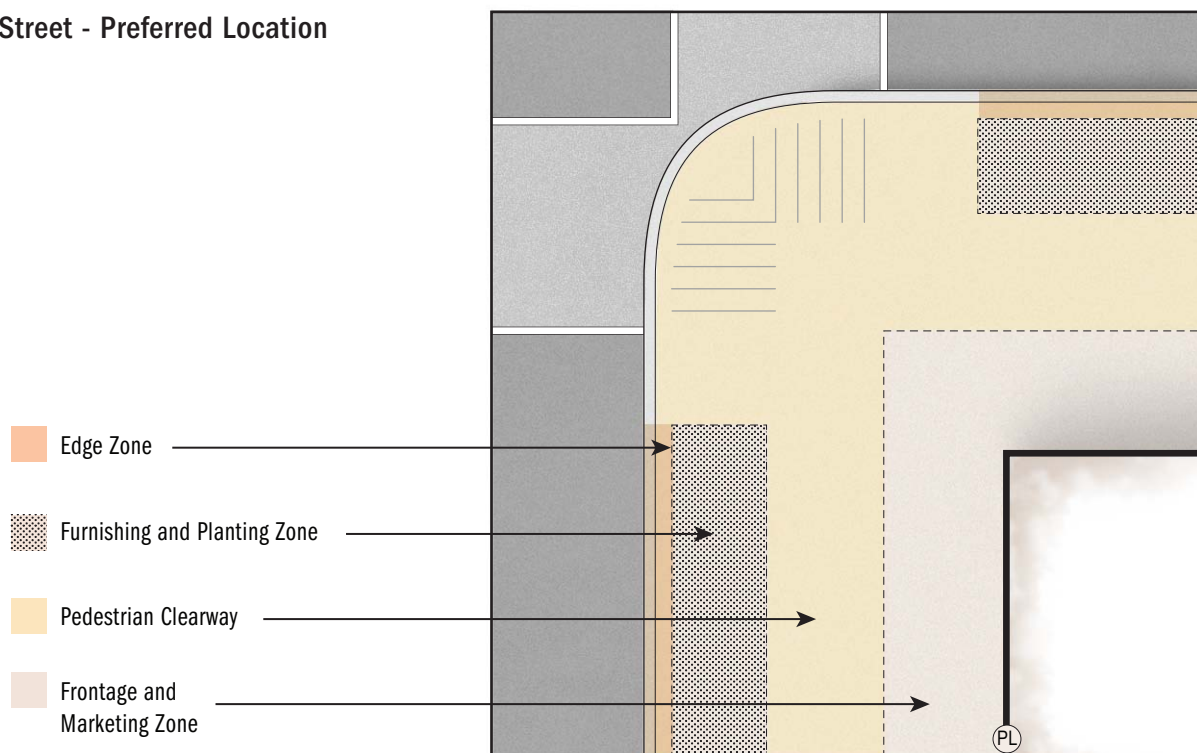
Main Streets are comprised of each of these zones. Given the nature of *Green Streets*, their sidewalk zones are organized slightly different than *Main Street* zones. As *Green Streets* often have open spaces nearby and often a residential component, there is no Frontage and Marketing Zone. Instead, the Furnishing and Planting Zone can be on either side of the Pedestrian Clearway, depending on the public space available. It is noted that as a part of the City's continuing review of various municipal policies and legislation, investigation and future enactment of innovative approaches is anticipated. An example is current boulevard cafe regulation and the concept of allowing patios to be located on the sidewalk within the Furnishing zone.

Footnote:

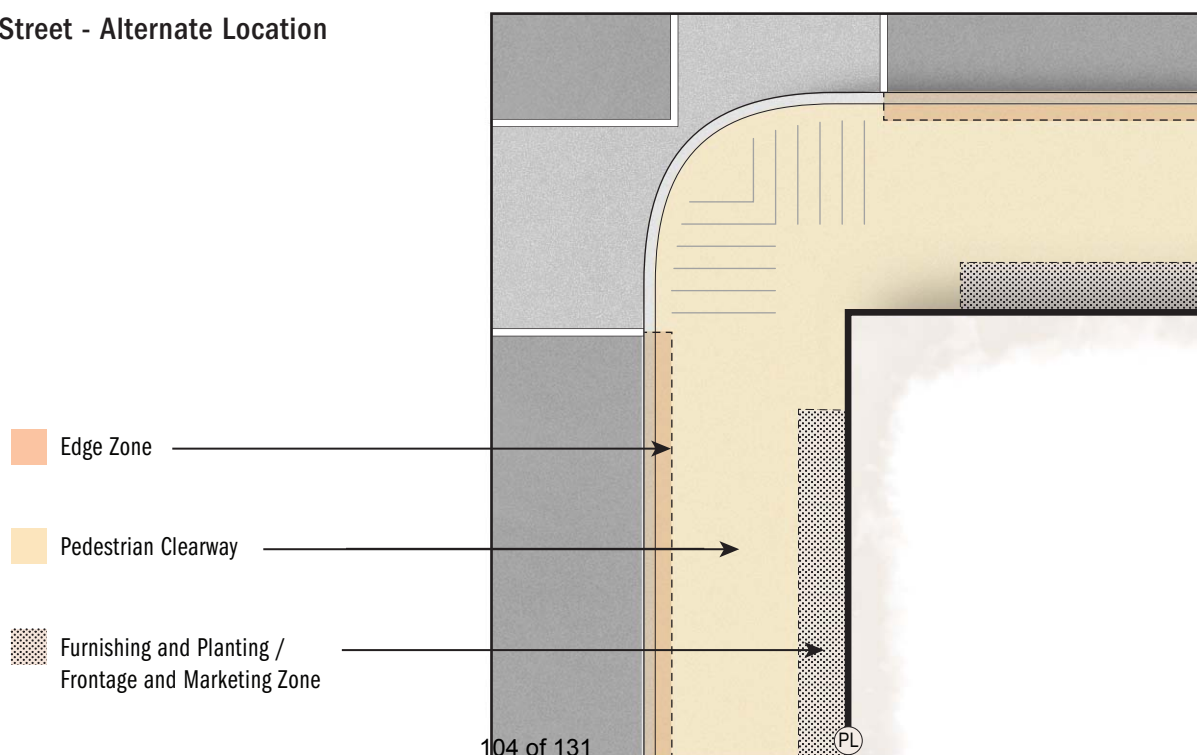
1. Institute of Transportation Engineers. *Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities*. (Washington: Institute of Transportation Engineers, 2006), 95-96.

Note: The width of the Pedestrian Clearway should be determined prior to the width of the Furniture and Planting Zone, and the Frontage and Marketing Zone. When minimal space is available for furnishings, the design of the furniture must accommodate such situations.

Main Street - Preferred Location



Main Street - Alternate Location



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Typical Main Street

Edge Zone

- Located next to curb
- Provides buffer between vehicles and boulevard
- Accommodates car door swings, mirrors, garbage set out and snow windrow storage

Furnishing and Planting Zone

- May contain street furniture, street trees and other fixed objects
- In some cases may contain boulevard cafes
- Elements should be aligned in a manner that does not obstruct Pedestrian Clearway

Pedestrian Clearway

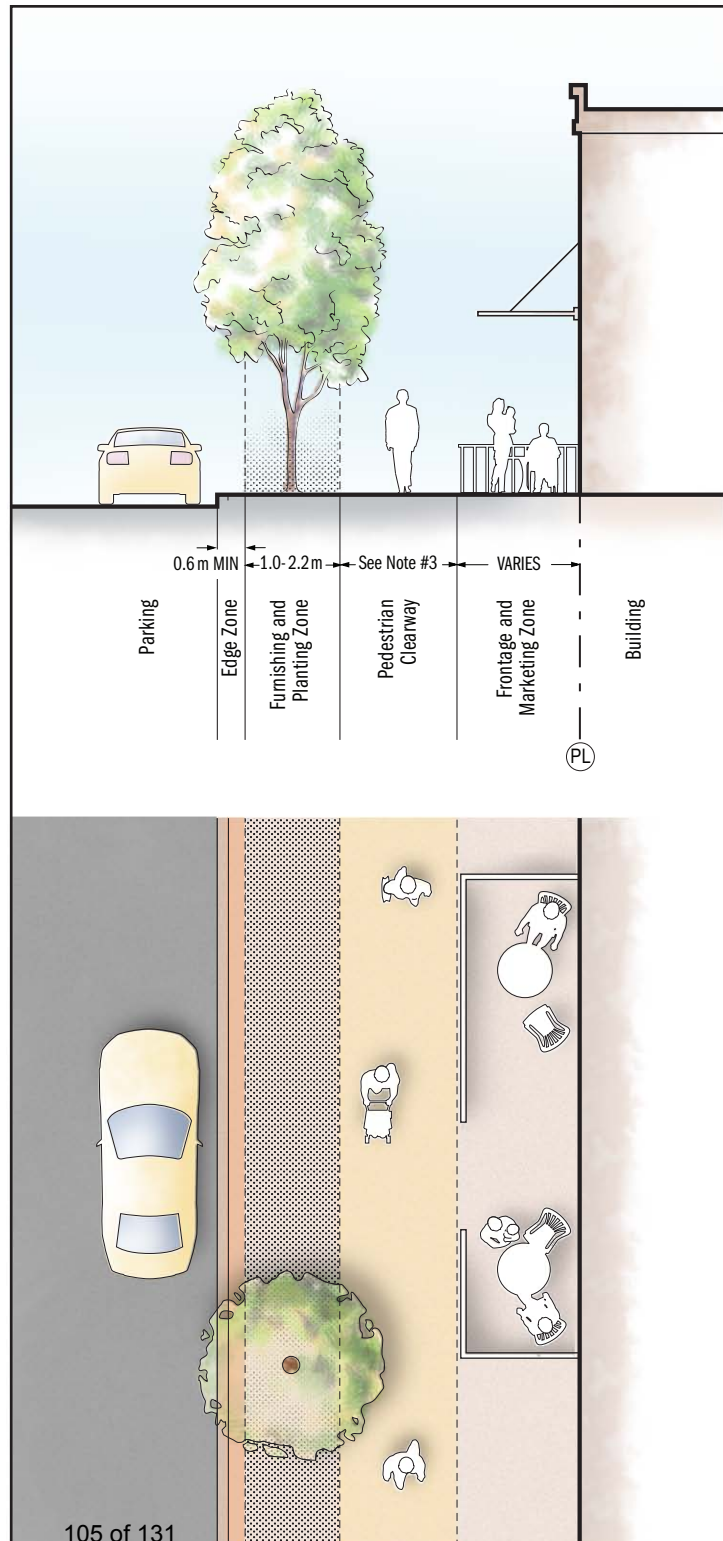
- Accommodates pedestrian movement
- A clear, unobstructed path with a reasonable width to serve pedestrian flow
- Provision of the Clearway is a priority
- Awnings may extend across Frontage and Marketing Zone to edge of Pedestrian Clearway

Frontage and Marketing Zone

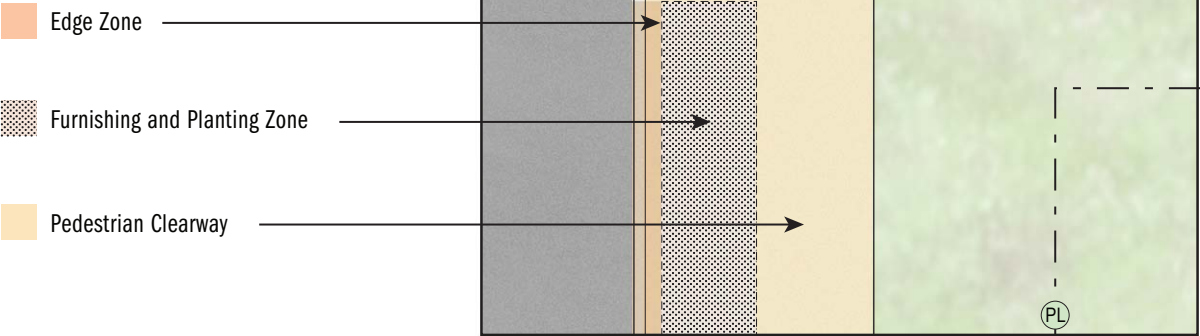
- Adjacent to building/property line
- May consist of marketing, outdoor merchandise displays, boulevard cafes and or landscaping
- In some cases may support street furniture, depending on the space available

Note:

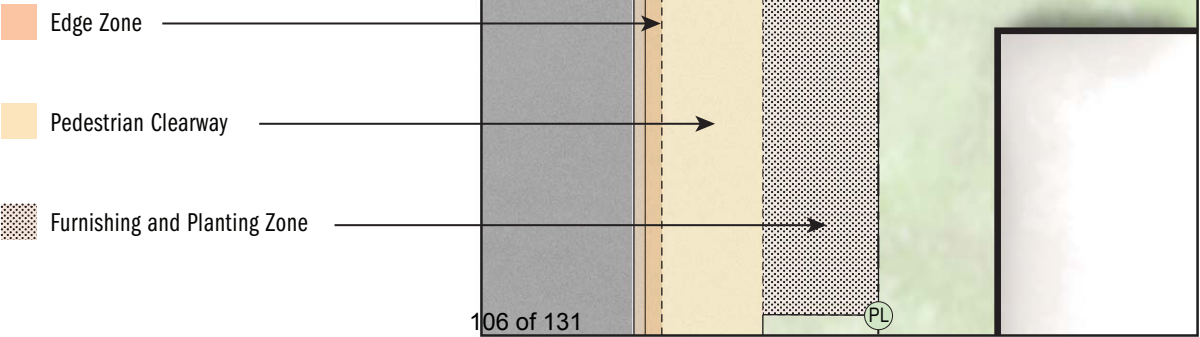
1. If Furnishing and Planting Zone is less than 1.0 metre, consider placing furniture in alternate location; see "Green Street Alternate Location" drawing for more detail.
2. For tree planting within the Furnishing and Planting Zone, refer to Urban Forestry for minimum tree planting width requirements.
3. The desired width of the Pedestrian Clearway is 2.1 metres. Where this is not possible, a reduction to no less than 1.53 metres can be considered.



Green Street - Preferred Location



Green Street - Alternate Location



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Typical Green Street

Edge Zone

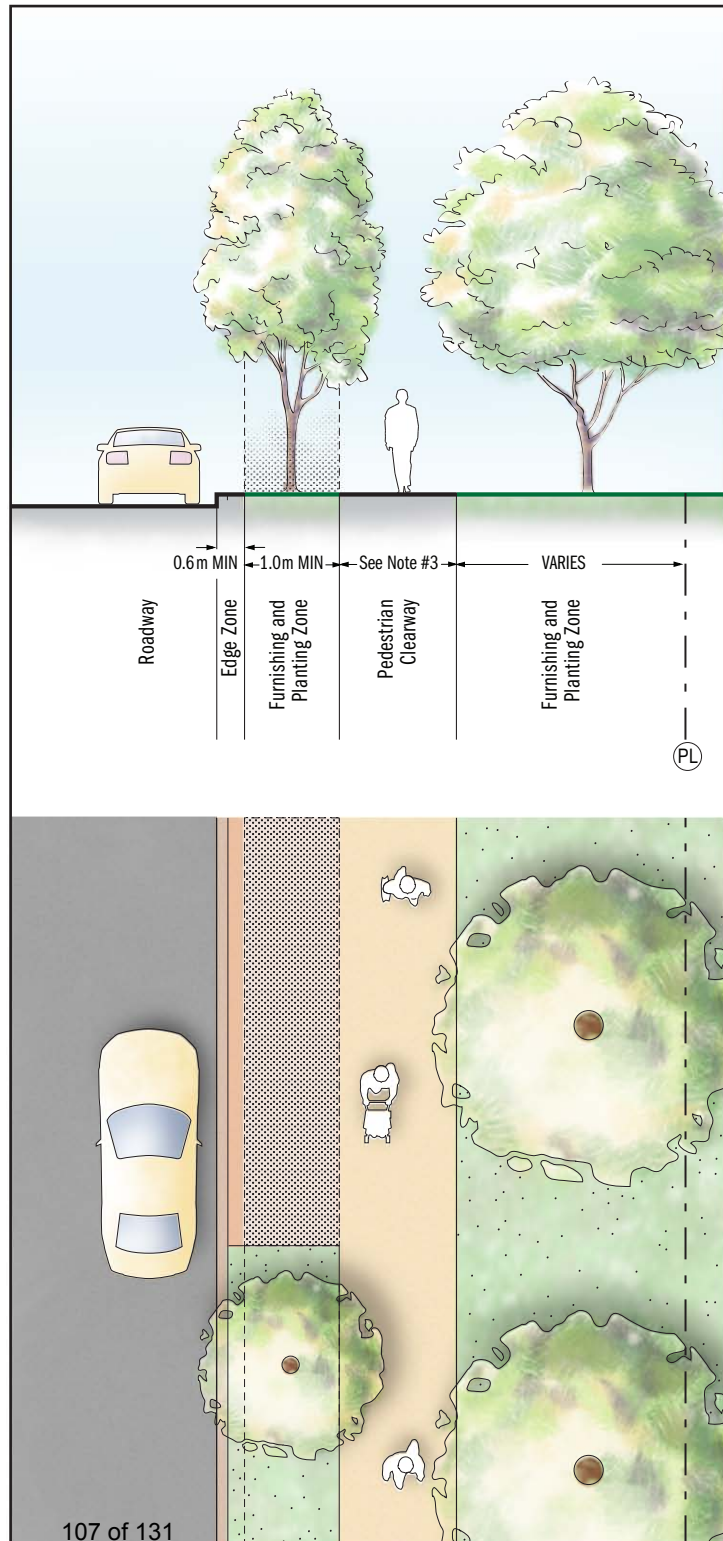
- Located next to curb
- Provides buffer between vehicles and boulevard
- Accommodates car door swings, mirrors, garbage set out and snow windrow storage
- Hard surface treatment in this zone is optional

Furnishing and Planting Zone

- May contain street furniture, street trees and other fixed objects
- Elements should be aligned in a manner that does not obstruct Pedestrian Clearway

Pedestrian Clearway

- Accommodates pedestrian movement
- A clear, straight, unobstructed path with a reasonable width to serve pedestrian flow
- Provision of the Clearway is a priority



Note:

1. If Furnishing and Planting Zone is less than 1.0 metre, consider placing furniture in alternate location; see "Green Street Alternate Location" drawing for more detail.
2. For tree planting within the Furnishing and Planting Zone, refer to Urban Forestry for minimum tree planting width requirements.
3. The desired width of the Pedestrian Clearway is 2.1 metres. Where this is not possible, a reduction to no less than 1.53 metres can be considered.

7.4 Placement of Street Furniture

Design Priorities: Width of Sidewalk Zones

- The Edge Zone should be a minimum of 0.6 metres wide, including the width of curb.
- The width of the Pedestrian Clearway should be determined prior to the width of the Furnishing and Planting Zone, to ensure it supports the existing or projected volume of pedestrian traffic.
- The Furnishing and Planting Zone may vary between 1.0 and 2.2 metres wide, depending on available space.
- To accommodate tree planting in the Furnishing and Planting Zone, the preferred minimum width is 1.8 metres, and must be no less than 1.2 metres.
- If the Furnishing and Planting Zone is less than 1.0 metre, consider placing furniture in alternate location (see Main Street Alternate Location and Green Street Alternate Location drawings for more detail).
- If street furniture is to be placed within the Frontage and Marketing Zone, it must have a minimum width of 1.0 metre.
- The minimum width of the Pedestrian Clearway is 2.1 metres, unless the sidewalk width does not accommodate, in which case consideration may be given to reducing it to no less than 1.53 metres.
- The width of the Frontage and Marketing Zone varies, depending on the building set back and location of the property line.

A clear pedestrian pathway is essential for a functional and accessible streetscape. All street furniture should be placed outside of a continuous sidewalk within the Pedestrian Clearway to best serve pedestrian movement. In situations where the width of the public boulevard is limited, the design of the street furniture must accommodate the limited available space. The following principles should be considered when placing street furniture within the sidewalk zones:

- The width of the Furnishing and Planting Zone should take into consideration the pressures of the pedestrian clearway, such as the volume of pedestrian traffic.

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- The proportion of installed street furniture should respond to the width of the Furnishing and Planting Zone. For example, on a narrow sidewalk where the Furnishing and Planting Zone is 1.0 metre wide, furniture should be narrow enough to comfortably fit within this space. Use of the furniture must also be considered. For example, bicycles attached to bike stands should not exceed the width of the furnishing zone.
- Street furniture should be arranged in a way which groups key pieces together such as transit stop poles, transit shelters, benches, litter/recycle bins, and multi-publication boxes.
- Street furniture should be placed in coordination with street trees and the tree canopy height and width should be taken into consideration.
- Where possible, street furniture should be placed to allow easy access to underground and overhead services.
- Furnishings such as bicycle parking units should be placed in a way which is integrated with other furnishing and is accessible to cyclists, while mindful of pedestrians.
- Although the Furnishing and Planting Zone is the preferred zone for the placement of street furniture, in some situations, furniture placement is acceptable in the Frontage and Marketing Zone.

The characteristics of a streetscape help to determine the appropriate placement of street furniture. Once the width of the zones within the sidewalk space have been established, the location of the furniture can be determined. For example, if the sidewalk width permits, the street furniture should be placed next to the Edge Zone. If the sidewalk width is too narrow to permit this, the furniture can alternately be placed in the Frontage and Marketing Zone.

Special Situations

It is anticipated that there will be special situations which will require site specific solutions for the placement of furniture. These situations may be streets with intense pedestrian use, or those adjacent to an important public square.

Special consideration will be given to street furniture placed adjacent to the property line of a heritage building, structure or landscape (listed or designated). Consultation with Heritage Preservation Services will be part of the approval process.

7.6 Detailed Guidelines for the Placement of Street Furniture

Guidelines for Placement of all Street Furniture

No furniture will be placed:

- directly in front of an entrance to or exit from a building
- in a manner which blocks a window display, unless the owner or occupant provides consent
- unless weighted or affixed to the sidewalk
- within 2 metres of the end of a corner radius
- within 1 metre of a curb cut, designated to facilitate disabled persons
- within 0.6 metres of the outside of a curb
- within 0.6 metres of a driveway
- within 2 metres of a fire hydrant or other fire service connection
- within 1 metre of a traffic signal pole, utility pole to which pedestrian crossing activation button is attached, decorative street light pole, or tree (measured from edge of tree pit cover)
- in a location which interferes with boarding, disembarking or queuing by transit passengers
- within the Pedestrian Clearway or such that use of the furnishing will interfere with the Clearway
- in a manner that obstructs pedestrian, cyclist or driver sight lines
- in a manner that compromises the safety of pedestrians, cyclists or drivers
- on top of utility maintenance hole, vault, pole or other equipment or permitted encroachment
- on any unpaved surface (small hard surface pads may be used)
- in a manner that makes it inaccessible (www.toronto.ca/diversity/accessibility_design_guidelines.htm and www.design.ncsu.edu)
- directly in front of a standpipe

Transit Shelters

- Entrance/exit of transit shelter must be situated on Pedestrian Clearway side
- If shelter is more than 4 metres in length, it must have 2 entrances

Litter/Recycling receptacles

- Receptacle openings must be situated on Pedestrian Clearway side

Benches

- Must be situated to be facing Pedestrian Clearway

Multi-Publication Boxes/Structures

- Multi-publication box must open on Pedestrian Clearway side

Information/Wayfinding Structures

- Wayfinding information must be situated towards Pedestrian Clearway

Posting/Neighbourhood Information Kiosks/Structures

- Posting/information situated towards Pedestrian Clearway

Public Washrooms

- Require site specific approval

Bicycle Parking Units

- When oriented parallel to a building face or fence, must be at least 0.6 metres from the building or fence
- When perpendicular to a curb, fence, or building face, must be at least 1.2 metres back from the curb, fence, or building wall, and 1.0 metres apart (centre to centre)
- A series of bike parking units oriented parallel to the curb should be at least 2.5 metres apart, except on high-volume pedestrian walkways, or streets with high-turnover on-street parking, where a minimum separation of 3.5 metres is preferable
- Must not block access to permitted parking spaces or outdoor café areas

7.6 Process - How Street Furniture Locations will be Approved

An interdivisional team of City staff will oversee the approval process for the implementation of new street furniture. They will be responsible for ensuring the Street Furniture Placement Guidelines are followed. The opinion of adjacent property owners will be solicited when appropriate, prior to the installation of street furniture.

8. Street Furniture and Advertising

Advertising must be tastefully and functionally integrated into the design of the new street furniture. Proper placement is a key requirement, so that different elements do not visually compete with each other or dominate the streetscape. Advertising will be permitted only on selected street furniture elements. Where such elements are combined or clustered, there will be limits to the amount and size of advertising faces. Distancing requirements between ad faces determined by street width and type will be established.

8.1 Advertising Principles

It is important to create opportunities for local businesses to advertise, as well as national brands. It is intended that different levels of advertising and communications will be accommodated: national, local, public and community.

- The size, form and placement of every street furniture element should be determined by functionality and aesthetic considerations.
- The design of new street furniture must demonstrate appropriateness for its intended use, not as a venue for advertising. The public must be able to recognise the functionality and use of the elements. The size and scale of amenities should not be increased to accommodate larger advertising faces.
- All advertising must be contained within the amenity; three dimensional advertisements or those that project beyond the structure of the amenity are not permitted.
- A primary advertising format, the illuminated panel, will be permitted on larger scale furniture specified in the RFP, i.e. transit shelters, public washrooms and info pillars. Such panels are to be no larger than 6' high and 4' wide (1.8 m by 1.2 m).
- Ad caissons would not be installed on every transit shelter. Safety, visibility and other considerations, will determine their provision. The vendor would collaborate with the City to determine viable locations, but the City would retain final sign-off.
- A secondary advertising format, based on the smaller poster style arrangement on other elements specified in the RFP, where appropriately designed (exact configuration will

depend largely on the design attributes and modularity of the products). Generally speaking, no advertising on stand-alone elements like waste receptacles and benches will be permitted. Depending on the design, advertising may be incorporated in a cluster of elements.

- Advertising on benches will not be permitted.
- Total quantity of advertising under the Program will not exceed the current level in the city, estimated at 198,200 square feet (18,400 square metres).
- No more than one advertising element is to be deployed at a given location or “cluster” of street furniture. For example, if there is a shelter or an information/wayfinding structure with an ad caisson, no other ad would be permitted at that location.
- Spacing guidelines for separation between ad elements will be applied, generally on the basis of distance between transit stops, and in no event would more than one advertising element be located within a city block (except in the vicinity of intersections).
- No other advertising program will be authorized in any other street element, and no future pilot program involving advertising within the public road allowance will be approved by the City over the duration of the contract, with the following exception: The City will require a successful proponent to undertake programs allowing for the explorations of new street furniture opportunities at fair market value to the City and, where the proponent cannot so provide, the City shall be permitted to undertake such programs with a third party.
- All advertising must be in accordance with regulations and standards set by the Advertising Standards Council of Canada.
- Certain types of advertising will be prohibited (i.e. tobacco advertising and materials deemed to be offensive on racial, religious and other grounds).
- Advertising near schools and places of worship will have to exhibit appropriate content for the environment.
- Public service advertising and accommodation for BIA advertising will be made.

9. Conclusion

The City of Toronto is committed to improving the quality of the public realm as a fundamental component of the Clean and Beautiful City initiative. Coordinating the design and placement of the many street furniture elements with public sidewalks to make them appealing, well designed, user-friendly, well maintained, accessible and safe is the fundamental objective of the Coordinated Street Furniture Program. The Program will create a stronger identity for Toronto and a better environment for residents and visitors. Equally important are clear guidelines that manage the advertising supporting these high quality street amenities.

Policies and Guidelines outlined in this document are expected to inform proponents' submissions, and determine how to provide the best long-term benefit to Torontonians.



The City of Toronto is committed to improving the quality of public spaces in all areas of the city.



Description and Results of Public Consultation Process - Coordinated Street Furniture Program

The City conducted an extensive public consultation process from February, 2006 to early April, 2006 in order to receive input on the Coordinated Street Furniture Program from a diverse range of stakeholders. The following stakeholders were consulted:

- The Public, including ratepayer and other stakeholder groups
- Toronto Pedestrian Committee
- Toronto Cycling Committee
- Toronto Disability Issues Committee
- Toronto Association of Business Improvement Areas (TABIA)
- Roundtable on a Beautiful City and the City Policies, Standards and Practices Subcommittee
- TTC
- Toronto's professional design community – architects, landscape architects, industrial designers, graphic designers
- Industry (potential bidders on an RFP)

1.0 Consultation Activities

Meetings

Meetings were held with the Toronto Cycling Committee (February 13), the Toronto Pedestrian Committee (February 15), and the Toronto Disability Issues Committee (February 27). The City met with the Toronto Association of Business Improvement Areas on March 21. An informal meeting was held with a representative of the Toronto Public Space Committee on February 17. Meetings were also held with the Public Utilities Coordinating Committee (March 22) and the Associated Newspaper Publishers (April 12).

Public Workshops

Project staff hosted four public workshops. One was held in each of the four City Districts to ensure residents from across Toronto had an opportunity to participate. An information notice was sent to each residents association/ community group on file with the Clerk's Division and to all BIAs on February 21, 2006. The notice provided project details, dates and times of the workshops, the project website (www.toronto.ca/streetfurniture), a dedicated phone line and a mailing address, so that those who were unable to attend a workshop could provide comments. A dedicated e-mail address (streetfurniture@toronto.ca) was provided on the website for submission of comments. The Fall 2005 edition of City Routes was distributed across Toronto on October 30, 2005. It included an article about the Coordinated Street Furniture Program and instructions to visit the City website in the coming months for more details. A public notice of the workshops was sent to all City Councillors on February 20, 2006.

Advertisements for the public workshops were placed in The Etobicoke Guardian - February 22, The Scarborough Mirror - Feb. 26, The North York Mirror - March 1, and Now Magazine - March 2. The workshops were held as follows:

- Etobicoke Civic Centre - Feb. 28, - 18 participants signed the optional sign-in sheets
- Scarborough Civic Centre - March 1 - 33 participants signed the optional sign-in sheets
- Metro Hall - March 6 - 118 participants signed the optional sign-in sheets
- North York Civic Centre - March 7 - 27 participants signed the optional sign-in sheets

All workshop minutes were posted for public review at www.toronto.ca/streetfurniture by March 21, 2006.

Design Community Charrettes

The City of Toronto partnered with the Design Exchange to hold two “Design Charrettes”. Industrial designers, graphic designers, architects and landscape architects were invited to hear a presentation on the Program and provide City staff with advice on key design principles. The charrettes were held on Wednesday, March 8, and Thursday, March 16, 2006 at the Design Exchange. A summary of the Design Exchange Charrettes prepared by Design Exchange staff will be posted at www.toronto.ca/streetfurniture as soon as their report is submitted.

Industry Consultation

The City hosted a two stage Industry Consultation process, endorsed by City Council, to receive input from potential bidders regarding the structure of a Request for Proposals. Notice of this consultation and specific Terms of Reference were posted on the project website on Friday, March 10, 2006. Advertisements for the Industry Consultation were placed in the Toronto Star Business Section on Thursday, March 23. The Stage One consultation was held on Wednesday, March 29. Stage Two consultations, in which each participant was given an opportunity to suggest to project staff how an RFP should be structured, were held on April 5 and April 6 at City Hall.

2.0 Public Consultation Summary – Key Themes

A number of common themes emerged from the public consultation. The following is a summary of key themes raised and recommendations submitted to project staff. A more comprehensive compilation of feedback is included following this summary.

Key Themes and Recommendations

1. Focus on Design and Functionality

Workshop participants and those that e-mailed the City and filled out questionnaires expressed very clearly that the design and functionality of all street furniture items must be primary. These individuals expressed the opinion that Megabins are advertising vehicles rather than functional recycling bins. They are opposed to them and any other item that, in their opinion, functions as a “billboard” first and street amenity second. Across the city, residents felt that plastic benches were geared primarily for advertising at the expense of comfort. A concern was also raised --particularly at the downtown workshop and in questionnaires-- that information pillars place advertisers’ needs before functionality, because two sides of the pillars have ads and the map side is placed away from pedestrians.

2.0 Street Furniture Placement

2.1 Enhance Safety and Accessibility

There was unanimous opinion that the current clutter from newsboxes not only detracts from the appearance of streetscapes, but, more importantly, creates an impediment to pedestrians. The Toronto Disability Issues Committee and the Toronto Pedestrian Committee raised concerns that the current placement of newspaper boxes often pushes pedestrians into streets and makes sidewalk navigation difficult. Residents across the city would like to see the implementation of a “multi-publication” box to reduce clutter from newsboxes which were cited as the most problematic item in terms of impeding pedestrian movement. Some residents also requested the complete removal of all newspaper boxes from sidewalks.

The Toronto Pedestrian Committee, the Toronto Disability Issues Committee, the Toronto Cycling Committee and residents at the workshops cited Megabins as a safety concern. Residents indicated the Megabins block sightlines at corners for pedestrians, cyclists, and motorists.

The Toronto Disability Issues Committee and workshop participants across the city want to ensure that any new street furniture item is fully accessible and cane detectable. A request was made for any new street furniture colours -- particularly on bollards-- to contrast with the pavement colour and general surroundings. Contrasting colours would help people with sight impairment detect furniture items.

A strong desire was expressed by the Toronto Pedestrian Committee, the Toronto Disability Issues Committee, representatives of the TTC's Advisory Committee on Accessible Transportation (ACAT) and many workshop participants --particularly the sight impaired-- for a Pedestrian "Clearway" of 1.5- 2 metres on sidewalks. This "Clearway" would be free of any street furniture (including sandwich boards) and would enhance pedestrian circulation and safety, particularly for people with disabilities.

The Metropolitan Action Committee on Violence Against Women and Children provided the following safety recommendations for the Coordinated Street Furniture Program:

- Adequate lighting should be installed and maintained in every bus shelter. Currently, all shelters are equipped with roof lights, however many are not functioning. The City of Toronto must ensure that lighting is maintained consistently.
- Sightlines of pedestrians should be ensured when the new street furniture is installed. Currently, the Megabins are very large and obstruct sightlines.
- Glass bus shelters should be transparent on all 4 sides with no advertisements obstructing sightlines.
- Bus shelters should have 2 exits/entrances.
- Coordinate placement of street furniture to ensure accessibility on sidewalks and with bus shelters.

The Riverside Area Residents Association which represents residents from Munro St., Hamilton St., Blackburn St., and Mount Stephen from Dundas St. East to Gerrard St. East, has requested that no new phone booths operated by private companies be installed in their neighbourhood as part of the Program. They indicated that such booths were formerly used in the drug trade.

2.2 Improve the Placement of Street Furniture - Create a Well-Organized and Attractive Streetscape

Participants in consultations noted that improved placement of street furniture must work hand in hand with the new Program. This would significantly enhance the appearance of Toronto streetscapes by reducing the current clutter.

3. Create Opportunities to Express Local Character and Incorporate Art

Business Improvement Areas expressed a strong desire to maintain their unique characters and would like to ensure that they are able to customize new street furniture that is placed in their area. Some BIAs expressed concern that even with this option, it would be challenging to accommodate their need to make their area unique. Residents and BIAs would like the Coordinated Street Furniture Program to provide high quality design standards, but ensure there is flexibility built-in to allow the unique character of different neighbourhoods to shine.

At all of the City consultations, residents and BIAs indicated they would like opportunities for art to be incorporated into new street furniture to beautify Toronto's streets.

4. Concern about Amount and Placement of Advertising

At all workshops, and through emails and questionnaires, the public noted that the current amount of advertising on City streetscapes is overwhelming. This includes advertising on street furniture and billboards. There was the expressed opinion that advertising should not be placed in parks, near community centres, schools or religious institutions.

In Etobicoke and North York participants expressed a desire to reduce advertising on street furniture and the need for the City to control where it is placed. At the Scarborough workshop there was a desire to reduce advertising, however, some residents stated that it would be better to have *some* advertising and allow for a greater number of items than to settle for fewer items with zero advertising.

At Metro Hall, there was a great deal of discussion of the need to make advertising subordinate to furniture design and to find ways to completely remove or minimize advertising on street furniture.

A minority opinion was expressed indicating that the City should design and fabricate street furniture in-house --to ensure high quality-- and lease advertising space to companies to recover costs if absolutely necessary.

There was an opinion expressed across the city that a certain percentage of space should be reserved on street furniture for community announcements. In particular, residents and BIAs would like to see space reserved for announcements of local cultural events and festivals that bring vitality to neighbourhoods.

5. Opposition to an Advertising-Funded Program

Many workshop participants, particularly at Metro Hall, (which was well attended by members of the Toronto Public Space Committee) and individuals who e-mailed the City and filled out questionnaires, expressed opposition to any process that would fund a street furniture program through advertising revenue. These stakeholders believe strongly that the design (aesthetics), maintenance, placement, safety, and functionality of street furniture would be sacrificed for advertisers' needs. Megabins were the most common example illustrating the position that street furniture funded by advertising would compromise the aforementioned principles. These stakeholders would prefer that the City of Toronto allocate funds to design, fabricate and maintain street furniture to ensure a high quality product.

6. Enhance Maintenance of Street Furniture

An ongoing theme throughout consultations was the need for a well-funded maintenance plan for the program. Residents were concerned about the proliferation of graffiti and posterage on street furniture across the city. They noted that a coordinated program would fail, if maintenance was not strictly enforced. A recommendation was made to incorporate a provision into the RFP that places financial penalties on companies who fail to meet maintenance requirements. A recommendation was also made to include a phone number on furniture items to enable the public to notify staff of poor maintenance.

7. Environmental Recommendations – Opportunities for “Greening” the City and Energy Efficiency

There was unanimous agreement at all public consultations for the City to integrate as much well-maintained greenery into new street furniture as possible. Green roofs on transit shelters, hanging flower baskets, and trees --particularly where benches are placed-- were listed as items that should be implemented to beautify the city. Residents also stressed that the City must provide the necessary funds and plan to properly maintain both existing greenery, particularly trees, and new greenery.

Residents would like to see conservation of energy to the greatest extent possible and the use of solar/wind power where lighting is used. Workshop participants and questionnaire respondents indicated that bins should include slots for the recycling of styrofoam, batteries and green waste. Suggestions were also made to build furniture items from recycled material and/or use material that can be recycled.

3.0 Summary of Public Workshops and Questionnaire Responses

The following is a summary of responses to each of the four questions posed at the Public Workshops and in the City's Questionnaire. The purpose of the workshops and questionnaire was to garner ideas, views, and recommendations from stakeholders about street furniture. These activities were not intended for purposes of an empirical, statistical analysis. The questions at the workshops and in the questionnaire were the same. The project website- www.toronto.ca/streetfurniture includes minutes from the public workshops. As of April 12, 2006, 125 questionnaires (online and offline) were filled out. A total of 196 people signed the optional sign-in sheets at the four public workshops.

1. What do you like about street furniture in the City?

New Transit Shelters

- New shelters are attractive, smooth design
- Functional and well-lit which enhances safety
- Clean and modern looking

- New shelters without ads are functional

The post and ring bike stand

- It is simple, functional, made in Toronto and does not contain any advertising
- Iconic of Toronto
- Elegant and attractive
- Efficient, effective and unobtrusive

Business Improvement Area furniture

- Residents across the city support the individuality and enhanced quality of street furniture in Business Improvement Areas. Specifically, they enjoy the planters, flower baskets, decorative paving/lighting, benches and curb cuts
- Benches in Liberty Village
- BIAs make a great effort to choose items that signify their neighbourhood and are high quality

Greenery

- Any vegetation, gardens, tree plantings, that are well-maintained
- Raised planter boxes
- Hanging baskets
- The more well-maintained greenery the better

Benches

- Comfortable benches without ads
- Benches - particularly in parks and at transit stops

Items that go above and beyond normal street furniture

- Art work on Spadina Avenue
- Fountains and statues on University Avenue
- Public art, murals and outdoor sculptures

Other comments

- I like that you can recycle, but bins should be more functional with bigger slots

2. What don't you like about street furniture in the City?

Newspaper boxes

- Appearance is "hideous", creates clutter, impediment for pedestrians, covered in postering and graffiti – particularly free papers
- Remove all newsboxes as in Montreal

Megabins -

- Geared for advertising, not functional, block sightlines at corners, difficult to identify as bins

Advertising

- Current state of ads on street furniture is overwhelming, makes the city look cheap
- City should fund design of furniture as opposed to relying on ad revenue
- Ads are given precedence over safety, functionality, and aesthetics of street furniture – most common examples given: megabins, information pillars, plastic benches
- Don't like advertising near schools and community centres in particular
- Ads in some bus shelters block sightlines

Maintenance

- Overall maintenance is poor - graffiti and postering on all items – particularly parking metres, Canada post boxes, newspaper boxes, telephone booths
- Lack of maintenance of planters and tree pits, design of tree pits is poor
- Litter bins not emptied frequently enough

Placement

- Clutter around bus stops from all items impedes pedestrians – particularly people with disabilities
- Sandwich boards/newspaper boxes in particular block sidewalk
- Gas shut-off valves cut off sidewalk space
- Furniture placement pushes pedestrians into the street
- Traffic signal boxes poorly placed and not designed well
- Pedestrian clearway free of any street furniture is needed

Shortage of Items

- More functional recycling/litter bins needed – particularly near parks, fast food restaurants and convenience stores, and throughout Kensington Market
- Need more benches – comfortable ones without ads
- Well placed and well designed benches and bollards needed for people to sit on and lean against
- Not enough bike racks, especially near transit
- Add more post and ring bike stands - will prevent cyclists from locking their bikes to street posts, private property, gates or other objects
- Not enough public toilets

3. What would you do to improve street furniture as part of this program?

Advertising – removal, reduction

- Needs of public must be placed before needs of advertisers
- Remove advertising completely from all furniture, do not use this approach to secure new furniture
- Design beautiful furniture that de-emphasizes advertising
- Reserve a % of space on transit shelters and other items for local artists to beautify the city
- Make rules about ads – how much, where and what, specific in RFP
- Provide room for non-profits to place posters
- The City should do a cost-benefit analysis on providing street furniture without advertising
- If ads are placed, spread them around to reduce visual clutter
- Information pillars must place maps toward street not ads
- No ads in parks

Removal of Items

- Remove newspaper boxes
- Remove Megabins
- Remove all items that place advertising ahead of function
- Remove ugly utility boxes on roadways
- Remove plastic benches
- Remove traffic signal boxes –no need for large ones
- Hydro wires should be buried, there is duplication and triplication in some instances
- Remove redundant utility poles

Enhance Safety

- Implement a Pedestrian Clearway with no street furniture
- All items must be cane detectable
- Install only open phone booths
- Cover the open stairwells to subway with something that prevents water (snow and rain) from getting on the stairs and that has attractive architecture
- Old sewer covers are a safety issue for bikes
- Translucent ads
- Street furniture (particularly benches) should be designed to encourage people to spend more time in the public realm, participating in the life of the city

Beautify the City - Art and High Quality Design

- Increase use of art, involve local artists

- Art should be a feature of any RFP – either as an integrated item (part of the traditional types of furniture) or as art on its own
- Tie in the greening of Toronto to the street furniture project. e.g. bench and a tree, a shelter and a green roof
- There should be consistency of high quality design, but flexibility to allow flavour of neighbourhoods to come through

Maintenance

- Dedicate budget to enforce contract and ensure compliance (cash penalties for companies who fail, record number of public complaints)
- Well-funded maintenance plan needed for all street furniture

Coordination and Standards

- Placement of items should be determined by functionality and accessibility – hierarchy of items should be established
- Coordinated typography needed on all street furniture and street signs –develop custom font for Toronto with local expertise
- There should be a mechanism that resolves private vs. public interests (i.e. a business that wants a bench or shelter removed vs. the public need)
- Incorporate more consistent themes of street furniture within neighbourhoods, BIAs
- Give the people in the neighbourhood a say about what the furniture should look like. This will create a balanced vision for an area
- Quality of any furniture item proposed for streetscapes after an RFP is issued must be to same standards as set out in an RFP and follow the same guidelines
- Neighbourhoods require a proper assessment of needs
- Areas with higher pedestrian traffic would require a greater number of trash bins than areas with less traffic, BIAs/ ratepayer groups can be consulted on this
- Precise rules needed for every furniture item

4. What new street furniture items would you like added?

Greenery

- Green roofs on transit shelters and TTC entranceways
- Flower baskets on utility poles
- Improved tree grates (for healthier trees, etc.)
- Decorative metal grates around street trees to allow in more water and air – e.g. Montreal

Multi-publication newsracks

- Multi newsracks to reduce clutter and remove ugly chains that hold boxes together - e.g. Chicago
- Would love to see a well-designed concentrated newspaper box (a la Chicago or New York, but better designed) - Proliferation of boxes on Toronto's streets is awful

Public Toilets

- Supervised and properly maintained public toilets
- Toilets that are fully accessible for people with disabilities
- Only self-cleaning toilets
- Toilets are needed for people with IBS or gastric problems. An automated system like Paris's or London's would do a lot to make long shopping expeditions more comfortable
- Toilets needed in urban downtown - Chinatown, Little India, Greektown, Queen St., Jarvis St. - essential for residents and tourists
- Place next to Green P Parking

Kiosks

- Kiosks for community/cultural postings like in Spain or France
- No commercial postings on kiosks - focus on community
- Kiosks will reduce graffiti and postering
- Staffed vendor kiosks - keep an eye on the street, 1236131 newspaper boxes, may include public toilets,

e.g. New York

- Kiosks in places where they do not compete with local merchants
- Consolidated newspaper kiosks similar to Calgary and Chicago
- Designated kiosks for graffiti artists

Furniture as focal points

- Water fountains, drinking fountains, flower beds (if well-maintained)
- Sculptures
- Space for local artists
- Furniture should encourage public use of streets, enhance vibrancy and safety of city

Bus Shelters

- New technologies – talking bus shelters, VIVA info of next bus coming
- Install convenience machines that sell bus tickets
- Phone booths integrated with shelters

Bicycle Sharing

- Automated Bicycle Vending Machines e.g. France; Norway
- Call-A-Bike system, e.g. Germany
- Place bike shares outside of TTC stations, close to hotels, close to parks and the Waterfront and in the business and tourist core.

Others

- Public clocks
- Community Art Board to discourage graffiti
- Covered TTC entranceways with public art integrated
- Way finding tiles on sidewalks for the blind
- Music from bins, directions on how to use bins
- Music, poetry on the street – e.g. Murmur program
- Gateways to neighbourhoods
- Increased use of bollards for safety between pedestrians and traffic
- Dog litter receptacles
- Ashtrays
- Gum receptacles
- Outdoor gallery exhibits for local artists
- Bicycle lockers would be excellent and prevent bikes from being vandalized
- High density bike lockup racks with lighting (e.g. 10 bike rings on a rack mounted to a light pole)
- “Way-finding” signage to guide pedestrians to libraries, schools, community centres, etc.
- Tourist information boards that have maps showing where you are, and nearby local attractions.
(eg. Museums, shopping districts, buildings of significance, city landmarks, unique neighbourhoods, markets, parks, etc.)
- Benches that allow homeless to sleep on them (without homeless hoops) – BIAs expressed disagreement

4.0 E-mail and Letter Correspondence

Of the 31 e-mail comments submitted to the City, 26 indicated a clear objection to advertising on street furniture. A total of six letters were mailed to the City. The letters expressed opinions ranging from the need to enhance safety and improve accessibility on sidewalks (4) to improving the placement of information pillars and the need to limit advertising.

Permission has been requested from the Corporate Access and Privacy Office to include the entire text of each e-mail submitted --with personal information removed-- on the project website www.toronto.ca/streetfurniture and to include the text of each letter submitted in an appendix. As of April 13, 2006, ten individuals who submitted e-mails had granted the City permission to post the full text of their e-mails on the project website in an appendix to this document and one had declined.



EXECUTIVE SUMMARY

The Design Exchange in partnership with the City of Toronto convened two Coordinated Street Furniture Design Charrettes. The Coordinated Street Furniture Program calls for the harmonization of design, form, scale, materials and placement of street amenities in a functional and accessible manner, in an attempt to reduce clutter, beautify city streets and to give Toronto an identifiable streetscape. The charrettes invited stakeholders in the Toronto design community to set out new ideas and opportunities for leading, sustainable, community-based and universally designed coordinated street furniture. The charrette series intended to provide an opportunity to further Toronto's Clean and Beautiful City Initiative and to inform the City's Design and Policies Guidelines document leading to a Request for Proposals later in 2006. The Coordinated Street Furniture initiative should be a symbol of a new Toronto with a solid international profile.

Leading design specialists, special stakeholder groups and representatives from the City of Toronto participated. Approximately 100 individuals took part. The charrettes included an overview of the project history and plan by Robert Freedman, Robert Millward and Andrew Koropeski of the City's project team. Eight teams on March 8th and seven teams on March 16th developed site scenarios over four-hour sessions. The latter part of the sessions consisted of team presentations and discussion. This final report gathers sketches and suggestions from the teams, which were intended to inform a Design and Policy Guidelines document which will in turn frame the upcoming RFP.

The full report of the Design Exchange sessions is posted on the City of Toronto's website: www.toronto.ca/streetfurniture

Appendix A of the report provides an overview of the Coordinated Street Furniture Program documented in the City of Toronto newsletter, CityScapes.

Appendix B of the report details the ten sites identified by the City of Toronto representing all 8 Wards, which were used for the design charrettes.

On March 8th, teams were given a design challenge of developing coordinated street furniture for one unique site within Toronto and asked to sketch solutions for the site conditions and develop a set of design criteria and principles from the exercise. Teams were consistently small (4-6 people) for this charrette.

On March 16th, larger teams (5-8 people) were given a design challenge that included two unique site conditions, one urban site and one suburban site. They were to sketch solutions for both, and determine a series of principles and design criteria that would benefit both conditions. Additionally, two teams were provided unmarked site locations and encouraged to develop details about the design and positioning of coordinated street furniture. Extended notes with the team suggestions from the March 16th charrette are provided in Appendix C

of the report. Suggestions for the RFP review process were also elicited and documented in this summary. Appendix D of the report provides a summary of Top Principles of each team group on March 16th for the Coordinated Street Furniture Program.

As part of the two charrettes, the Design Exchange asked all participants to identify the best ideas presented by the teams with red stickers. The top ten design ideas are identified in this report. These ideas refer back to the summaries of each team's priorities in sketch and text form, and include the list of team members.



TOP 10 DESIGN IDEAS

1. Design a **system** that is **modular** and **expandable**.
2. Design a system of parts: **Fixed, Flexible and Customizable**
3. **Fixed** items (Garbage Boxes, Benches, Bicycle Kiosks) do NOT have advertising and are designed the same regardless of location. **Flexible** items (News Boxes, Transit Shelters) have panels that can be changed for advertising or promotion. These items may change according to location. **Customizable** items are special and are located in specific targeted locations. They have pieces or panels that can be customized for the neighbourhood. The items may have add-on components that help identify a special locale.
4. Design for **Local Involvement**: The ability to involve the neighbourhood in adding art, community promotions, and event announcements is important.
5. Design a **'Core and Canopy' System**: The **core** will contain modular linear panels that accommodate newspaper/magazines, waste, and communication/emergency systems. The **canopy** will be the shelter from wind, rain and snow.
6. Design for **Streetscape: Urban** strata, **Vehicular** strata (including bicycles, scooters, skateboards, etc.) and **Pedestrian** strata.
7. Design for the **Future**: Solar power, new tracking technologies, and media screens.
8. Design with **Green Components**: shelters with green roofs and solar powered lighting.
9. Design with a sense of the **Contemporary**: use **Lightness and Transparency** and consider canopies that incorporate signage and lighting.
10. Design for **Visual Transparency**, but keep components to **protect pedestrians from wind, rain and splash**.
11. Design for the **Cold Weather and Snow**: Locate **New Boxes** in a single ganged style and consider hanging from a beam above the walkway for ease of snow removal.

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DesignExchange

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City of Toronto
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City of Paris
City of Vancouver
City of Vienna
Gord Brown, Harbord Village Residents Association

APPENDIX “K”

**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. _____ for

(Name of Proponent)

of _____
(Place)

(the “Vendor”) to the City of Toronto upon the execution of an agreement between the Vendor and the City of Toronto as a result of Request for Proposals No. _____ in an amount equal to SIXTEEN MILLION CANADIAN DOLLARS (\$16,000,000.00) for the due and proper performance of the Vendor’s obligations under its agreement with the City of Toronto for the design, manufacturing, supply, installation, maintenance and repair of a coordinated street furniture program for the City of Toronto in the event that the Vendor’s Proposal is accepted by the City of Toronto.

IN WITNESS WHEREOF we attach our corporate seal as attested to by the hand of our duly authorized and empowered officers on the __ day of _____, 2007.

(Name of Schedule I or II Canadian Chartered Bank)

c/s

Signature

I have authority to bind the corporation.

APPENDIX “L”

LETTER OF CREDIT

To: City of Toronto

We hereby authorize you to draw on _____
(Name and Address of Bank)

Toronto, Ontario

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)

Toronto, Ontario, 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 _____ DOLLARS (\$.00) or any portion thereof, or in respect (amount written in full) of payment of the said amount, or any portion thereof, to you. The said demand shall be signed by the City's Deputy City Manager & Chief Financial Officer.

Partial Drawings are Permitted.

This Irrevocable Letter of Credit will continue up to the _____ of _____ , (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 Toronto, Deputy City Manager & Chief Financial Officer, City Hall, 100 Queen St. W., 7th Floor, East Tower, Toronto, Ontario, M5H 2N2 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 _____ Branch, (Name of Bank)
Toronto Ontario, Canada Letter of Credit No. _____ dated _____ .