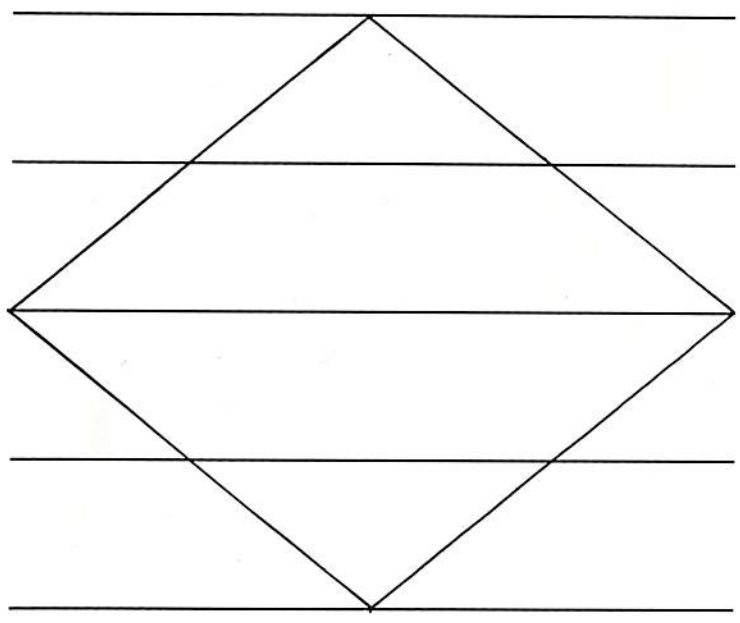

BUS AND TRAM SHELTERS



BRIEF FOR THE PREPARATION OF SUBMISSIONS

DECEMBER 1989

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BRIEF FOR PREPARATION OF SUBMISSIONS FOR

BUS AND TRAM SHELTERS

MINISTRY OF TRANSPORT
PUBLIC TRANSPORT CORPORATION
COMMERCIAL DEVELOPMENT DIVISION

DECEMBER, 1989

BRIEF FOR PREPARATION OF SUBMISSIONS

BUS AND TRAM SHELTERS

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PREAMBLE

The Public Transport Corporation currently manufactures, installs, maintains and cleans Shelters on Government operated bus, tram and light rail routes. In addition, the Corporation subsidises local municipalities for the provision of Shelters for privately operated bus routes.

An opportunity has been identified whereby organisations from the private sector may provide and maintain Shelters in return for the granting of advertising rights on the Shelters.

An important aim of MetPlan, the Met's Industry Plan, is to encourage commercial development associated with transit services. Other MetPlan themes include improving passenger information and cleanliness while reducing costs and investigating new types of Shelters. This Project is part of an ongoing program of improving facilities for commuters.

It is expected that the Project will result in the supply and installation of Shelters with high urban design characteristics and commensurate levels of maintenance and service provision. The increased number and quality of Shelters provided will enhance service delivery to the public with consequential benefits to the Corporation's image.

It is intended that Shelters will initially be provided in the Melbourne Metropolitan area with the opportunity to extend the Project to the provincial cities and the rural areas at a later stage.

A program committee will be established with representatives of the Corporation and the Organisation to manage programming and other issues associated with the Project.

1. DEFINITIONS

"Agreement" means an agreement to undertake the Project duly executed in writing and made between the Organisation and the Corporation.

"Bank Guarantee" means an irrevocable unconditional bank guarantee in a form and supplied by an Australian trading bank approved by the Corporation.

"Brief" means this Brief (as may be varied from time to time by the Corporation) issued by the Corporation to each Selected Organisation for the preparation of Submissions for Bus and Tram Shelters.

"Corporation" means the Public Transport Corporation established pursuant to the Transport (Amendment) Act 1989 (Vic).

"Cost Off-Set Proposal" means that part of a Submission which outlines the means by which a Selected Organisation proposes to off-set the cost for manufacturing, supplying, installing and maintaining Shelters at those locations nominated by the Corporation which do not incorporate advertising.

"Financial Proposal" means that part of a Submission which contains the financial information required in accordance with Section 6 of this Brief.

"Met" means the Met Division of the Public Transport Corporation.

"Ministry of Transport" means the Ministry of Transport of the State of Victoria.

"Ministry for Planning and Environment" means the Ministry for Planning and Environment of the State of Victoria.

"Organisation" means the organisation with whom the Corporation enters into an agreement in writing for the manufacture, supply, installation and maintenance of Shelters.

"Preferred Organisation" means the organisation appointed by the Corporation for the manufacture, supply, installation and maintenance of Shelters but with whom an Agreement has not yet been executed.

"Project" means the task to be undertaken as outlined in Section 3 of this Brief.

"Project Team" means a team formed by the Organisation to undertake the Project.

"Project Objectives" means the Project Objectives described in Section 3.2.

"Proposal" means that part of a Submission which contains the information required in accordance with Section 6 of this Brief.

"Selected Organisation" means an organisation which accepts an invitation issued by the Corporation to prepare a detailed Submission in accordance with this Brief.

"Shelters" means structures located on bus, tram and light rail routes across the Corporation's public transport network for the sheltering of commuters.

"Submission" means a detailed Submission by a Selected Organisation to the Corporation proposing to undertake the Project in accordance with this Brief.

"V/Line" means the V/Line Division of the Public Transport Corporation.

"Vic Roads" means the operating name of the Roads Corporation, established pursuant to the Transport (Amendment) Act 1989 (Vic).

2. INTRODUCTION

2.1 Invitation by the Corporation

The Corporation proposes to make available to one or more of the Selected Organisations the rights to the manufacture, supply, installation and maintenance of Shelters. In return, advertising rights will be granted on the Shelters.

A unique opportunity exists for Selected Organisations to submit innovative technical and financial packages within the Project Objectives and guidelines provided in this Brief.

Each Selected Organisation is now invited to lodge a Submission with the Corporation in accordance with the requirements of this Brief. Following the evaluation of all Submissions lodged the Corporation may invite one or more Selected Organisations to negotiate an agreement for the manufacture, supply, installation and maintenance of Shelters in return for being granted advertising rights on these Shelters in accordance with this Brief.

2.2 The Brief

This Brief provides guidance to each Selected Organisation proposing to lodge a Submission with the Corporation.

It is important to distinguish between the Brief and the Agreement. The Brief should be seen as a set of guidelines for the preparation of Submissions by Selected Organisations and the basis for evaluation of Submissions and appointment of one or more Preferred Organisations. The Agreement will be a more comprehensive document providing for the rights and obligations of the parties during the Project as described more fully in Section 3 of this Brief.

3. PROJECT OUTLINE

3.1 Project Scope

The Project scope encompasses the granting to one or more Selected Organisations of the right to manufacture, supply, instal and maintain Shelters in return for being granted advertising rights on those Shelters.

The Shelters will initially be located along bus, tram and light rail routes in the Melbourne metropolitan area with a potential for installation in provincial cities in the longer term.

The Corporation is seeking Local Government support for the Project with the intention that during the period of the Agreement all future Shelters will be provided by the Organisation.

3.2 Project Objectives

The Project Objectives are to:

- (a) Improve the facilities for sheltering commuters;
- (b) Reduce the costs to the Corporation and Local Government for providing and maintaining Shelters; and
- (c) Create equity benefits as a result of Councils being treated on the same basis in respect of the provision of Shelters.

3.3 Responsibility for the Project

The Project is the responsibility of the Commercial Development Division of the Ministry of Transport on behalf of the Public Transport Corporation.

All enquiries and dealings in relation to this Brief should be made to:

Mr. John McLean
Senior Business Manager - Central Region
Commercial Development Division
Ministry of Transport
Level 4, 301 Flinders Lane
MELBOURNE 3000

Telephone: 610 2911

Facsimile: 610 2923

3.4 Progress to Date

In August 1989, by public advertisement the Corporation invited registration of expression of interest for the rights to manufacture, supply, installation and maintenance of Shelters in return for the granting of advertising rights on these Shelters.

Based on the responses to the advertisement for expressions of interest, the Corporation has decided to proceed with the project on the following basis:

- (a) Each Selected Organisation is now invited to prepare a detailed Submission in accordance with this Brief;
- (b) The Submission made by each Selected Organisation will be evaluated; and
- (c) An Agreement may be negotiated and entered into with one or more Selected Organisations.

3.5 Variations

The Corporation may in its absolute discretion and in writing to all Selected Organisations vary the Project scope.

4. THE SELECTION PROCESS

4.1 Evaluation of Submissions Prepared by Selected Organisations

Each Submission will be evaluated on the extent to which, in the view of the Ministry and the Corporation, the Submission would satisfy the Project Objectives. Submissions must include information relating to:

- (a) Capacity to manufacture, supply, install and maintain Shelters.
Details of resources to be used must be included such as workshop equipment, mobile vehicles, plant and personnel for the four different components; i.e. manufacture, supply, installation and maintenance;
 - (b) Rate of manufacture;
 - (c) Proposed suppliers of component parts;
 - (d) Method of manufacture;
 - (e) Rate of installation;
 - (f) Routine maintenance and cleaning program;
 - (g) Response rate to both Corporation and customer complaints and damage;
 - (h) Marketing and advertising experience;
 - (i) Experience and ability to obtain the necessary planning and advertising permits, including details of approaches to Councils and planning authorities especially with respect to Shelters, advertising signs and street furniture;
 - (j) Proven performance and reliability in project execution, showing full details of previous projects of a similar nature;
 - (k) Evidence of a sound financial background;
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- (l) Shelter design and engineering characteristics;
 - (m) Urban design considerations;
 - (n) Membership of the Project Team, the specific role of each member and experience to undertake the role including but not limited to manufacture, installation, maintenance, marketing and advertising; and
 - (o) Financial return to the Corporation.

4.2 Procedure for Lodgement

The Corporation invites each Selected Organisation to:

- (a) Accept the invitation to prepare a Submission and lodge a surety for the sum of \$100,000.00 in accordance with Section 4.5 of this Brief;
- (b) Lodge three (3) copies of the Submission with:

The Manager Administration
Commercial Development Division
Ministry of Transport
Level 4, 301 Flinders Lane
MELBOURNE 3000

Marked No. 9242

Attention: Senior Business Manager - Central Region

by 11.00 a.m.

on Wednesday 18 April, 1990.

(NOTE: Late Submissions WILL NOT be accepted); and

- (c) Supply the information as detailed in this Brief.
-

4.3 Project Program

The Corporation's intended program for the Project from the time of issue of this Brief to execution of a contract with a Selected Supplier is as follows:

- | | | |
|-------|--|-----------------|
| (i) | Issue of Brief to Selected Organisations for inspection: | 8 January 1990 |
| (ii) | Acceptance of invitation by Selected Organisations to prepare Submissions and lodgement of surety: | 17 January 1990 |
| (iii) | Submissions by Selected Organisations lodged: | 18 April 1990 |
| (iv) | Submissions evaluated and Preferred Organisation approved: | 6 June 1990 |
| (v) | Negotiation and execution of Agreement: | 4 July 1990 |

4.4 Fees

- (a) On execution of the Agreement, the Organisation will be required to pay to the Corporation a non-refundable fee of \$100,000 as consideration for part of the Corporation's costs incurred in relation to the Agreement.
- (b) The above fee is not to be taken into consideration when assessing the overall feasibility of the Project for evaluation purposes.

4.5 Surety

- (a) Upon acceptance of invitation to prepare a Submission the Selected Organisation shall pay to the Corporation a fee of \$100,000.
- (b) The fee shall be payable on the due date for delivery of the Submission in accordance with Clause 4.2.
- (c) To guarantee payment of the fee on or before the due date for acceptance to prepare a Submission the Selected Organisation shall deliver to the Corporation a Bank Guarantee for \$100,000. If the

Selected Organisation fails to or refuses to pay the fee when due, the Corporation is entitled to satisfy payment of the fee by demanding payment under the Bank Guarantee without notice to the Selected Organisation.

- (d) If the Selected Organisation delivers a Submission in accordance with this Brief the Corporation shall defer payment of the fee until the date of appointment of a Preferred Organisation.
- (e) If the Corporation does not appoint a Preferred Organisation by the expiration of six (6) months (or longer if extended in writing by the Corporation) after the due date for delivery of the Submission the Corporation shall waive payment of the fee and return the Bank Guarantee to the Selected Organisation.
- (f) If the Corporation does appoint a Preferred Organisation:
 - (i) The Corporation shall waive payment of the fee payable by those Selected Organisations that are not appointed as Preferred Organisation and return the Bank Guarantee to them; and
 - (ii) The Corporation shall defer payment of the fee payable by the Preferred Organisation until the expiration of six (6) months after the date of appointment of the Preferred Organisation. If the Preferred Organisation and the Corporation enter into an Agreement or if by mutual consent the Preferred Organisation and the Corporation do not enter into an Agreement the Corporation shall waive payment of the fee and return the Bank Guarantee to the Preferred Organisation.

4.6 Disclaimer

- (a) The Corporation gives no warranty, expressed or implied, as to the accuracy or completeness of any information whether in writing or oral or whether provided on or before the date of this Brief or in future by the Corporation, its officers or agents in relation to this Brief or the Project.

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- (b) All information given to a Selected Organisation by the Ministry of Transport or the Corporation or their respective officers or agents will be given on an "all care but no responsibility" basis.
 - (c) It is incumbent on each Selected Organisation to make its own enquiries and rely on its own information or verification of information provided.
 - (d) Each Selected Organisation shall, without qualification, be deemed to have acknowledged acceptance of and shall be bound by the provisions of this Section 4.6.

4.7. Variations

- (a) The Corporation will not be under any obligation and a Selected Organisation will not have any right to call upon the Corporation to give an unsuccessful Selected Organisation a further opportunity to respond to this Brief or to vary its Submission except as provided for in this Brief.

A Selected Organisation may only lodge a variation to a Submission or a supplemental Submission if invited in writing to do so by the Corporation.

- (b) The Corporation may in its sole and absolute discretion approve variations to the terms and conditions of a Submission as the Corporation from time to time considers appropriate.

As a consequence of the Corporation exercising its rights as aforesaid, a Selected Organisation not appointed as a Preferred Organisation or a Preferred Organisation which does not become the Organisation shall be deemed to have acknowledged the right of the Corporation to do so and to have agreed to be bound by the provisions of this Section 4.7.

4.8. General Matters

The following general provisions will apply to the approval process:

- (a) The Corporation, each Selected Organisation and Preferred Organisation shall endeavour to ensure that the items listed in Section 4.3. are achieved in accordance with the time frame set out.
- (b) Any Submission received after the closing time stipulated in Section 4.2. may or may not be accepted at the sole discretion of the Corporation.
- (c) If considered necessary prior to the closing time stipulated in Section 4.2 the Corporation may convene meetings with Selected Organisations to convey additional or supplementary information to them.
- (d) The Corporation may in its absolute discretion prior to the closing time stipulated in Section 4.2, vary this Brief by communicating variations in writing to all Selected Organisations.
- (e) A Selected Organisation will not be permitted to vary or withdraw its Submission without the prior consent in writing of the Corporation.
- (f) The Corporation will not be obliged to proceed with the Project or any Submission.
- (g) The Corporation will not be obliged to entertain any Submission unless the Submission is a full, proper and bona fide Submission prepared and delivered in accordance with this Brief.

The decision as to whether a Submission constitutes a full, proper and bona fide Submission will be in the sole and absolute discretion of the Corporation. The Corporation will not be obliged to inform a Selected Organisation or call for more information where a Submission does not, in the Corporation's view, constitute a full, proper and bona fide Submission.

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- (h) The Corporation reserves the right to select more than one Selected Organisation with which to negotiate the terms of an Agreement.

 - (i) This Brief is not an invitation to tender and a Submission will not be a tender or an offer. No contract will be made between the Corporation and a Selected Organisation until a formally executed and exchanged Agreement is entered into between the Corporation and a Preferred Organisation.
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5. PROPOSED AGREEMENT FOR THE MANUFACTURE, SUPPLY, INSTALLATION AND MAINTENANCE OF BUS AND TRAM SHELTERS

Prior to the commencement of work associated with any Shelters the Corporation and the Organisation shall enter into an Agreement. The Agreement will provide for the rights and obligations of the parties associated with this Project.

If the Corporation requires it, the Corporation and a Preferred Organisation shall enter into heads of agreement in a form prepared by the Corporation dealing with matters relevant to the period of time between appointment of the Preferred Organisation and execution of an Agreement.

An Agreement will provide for the following matters:

- (a) The commercial and financial terms and conditions agreed between the parties including any Cost Off-Set Proposals;
 - (b) Performance criteria - conditions to be met and provisions for non compliance;
 - (c) A program for all major aspects of the Project;
 - (d) A clear definition of responsibility for various aspects of the work;
 - (e) The Corporation's technical and operational requirements;
 - (f) Insurance, legal liability and indemnities;
 - (g) Surety;
 - (h) Maintenance arrangements;
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- (i) General matters including termination and the rights of the parties in respect of the Shelters following termination, applicable law, arbitration, amendments, restrictions on assignment or sub-contracting, and any other matters the Corporation considers necessary or advisable;
 - (j) Other Agency requirements outlined in Section 8 of this Brief.
 - (k) Good standing in accordance with Government requirements including provisions requiring the Organisation to make adequate disclosure in respect of persons who may not satisfy the Government's good standing guidelines;
 - (l) The Organisation's warranties as to its ability to carry out the Project in the manner called for in the Brief and as promised by the Organisation in the Submission and to the satisfaction of the Corporation;
 - (m) Approvals and permits to carry out the Project are to be obtained by the Organisation;
 - (n) All artwork for proposed advertising shall be submitted for approval to an officer nominated by the Corporation;
 - (o) No variation shall be made to any Shelter design, components and method of manufacture without the prior express approval in writing of the Corporation;
 - (p) Incentive provisions, default and performance bond;
 - (q) Performance of the Organisation's obligations which are to be supported by appropriate assurances (which may include guarantees) as the Corporation reasonably requires having regard to the ownership and control of the Organisation and the Organisation's shareholders that satisfies the Corporation that the Organisation has and will for the entire course of the project have proper and adequate resources having
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regard amongst other things to the Submission to enable the Organisation to perform and observe the Organisation's obligations under the Agreement;

- (r) Any change in the legal or beneficial ownership of the shares in or control of the Organisation or its Project Team which will require the prior approval in writing of the Corporation which approval in the case of the Project Team, the Corporation shall not unreasonably withhold where the Project Team continues to have proper and adequate resources for the Project;
 - (s) Liaison and channels of communications with the Corporation;
 - (t) Any changes to the Project scope approved by the Corporation occurring between the date of the Submission and the date of the Agreement;
 - (u) Industrial relations matters;
 - (v) The establishment of a Committee comprising appointees of the Organisation and the Corporation to meet regularly and to deal with issues relating to the implementation and ongoing management of the Project;
 - (w) Any other relevant matters arising from the Submission;
 - (x) Any other matters the parties consider necessary or advisable;
 - (y) Contract duration; and
 - (z) General contractual provisions.
-

6. INFORMATION TO BE SUPPLIED WITH SUBMISSION

6.1 General

Each Submission must:

- (a) Be prepared in accordance with Section 6 of this Brief;
- (b) Contain full and complete details of the Selected Organisation including details of the organisational structure and the full name, address and date of birth of every beneficial owner of the Selected Organisation;
- (c) Where a Selected Organisation represents a partnership or consortium, contain the name, address and date of birth of every partner or consortium member and details of their respective beneficial ownership; and
- (d) Include an address for service of the Selected Organisation.

Where a Selected Organisation is a corporation, the Submission must be signed by the Managing Director and Secretary of the corporation. If a Selected Organisation is a partnership or consortium, the Submission must be signed by the chief executive of all participating organisations.

A Submission must be presented in two separate proposals:

Part A - Financial Proposal

Part B - Proposal for the manufacture, supply, installation and maintenance of Shelters.

6.2 Financial Proposal

6.2.1 General

- (a) The Financial Proposal will form the basis on which the Corporation will negotiate the financial aspects of the Agreement with the Preferred Organisation.
 - (b) In the Financial Proposal, the Selected Organisation must have regard to the fact that the Organisation will be required to pay the whole of the cost of manufacture, installation, operation and maintenance of Shelters supplied as part of the Project.
 - (c) The Corporation will be prepared to consider more than one Financial Proposal contained in a Submission.
 - (d) To preserve confidentiality a Financial Proposal should be marked "Commercial-in-Confidence". Each Selected Organisation should clearly identify all parts, if any, of its Financial Proposal which contain information of a confidential nature which, if disclosed, would be detrimental to its commercial interests.
 - (e) As a guide, the Corporation is looking for a combination of financial considerations incorporating:
 - (i) A proposal to pay the Corporation a percentage to be determined of the gross income generated by the Organisation through the advertising rights on Shelters;
 - (ii) The ability of the Corporation to nominate locations at which Shelters are to be manufactured, supplied, installed and maintained by the Organisation as part of the Project;
 - (iii) To allow for a unit cost per Shelter, for Shelters at those locations nominated by the Corporation which do not incorporate advertising, to be offset from the gross income from the advertising rights outlined in (i) above; and
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- (iv) Provision for the revision of financial arrangements for those Shelters which initially do not incorporate advertising but where advertising is incorporated at a later date.

 - (f) It is envisaged that payments shall be made by quarterly instalments in advance and adjusted annually by reference to the Consumer Price Index (All Melbourne).

6.2.2 Projected Cash Flows

- (a) The Financial Proposal should be based on projected cash flow statements.

 - (b) Projected cash flow statements should comprise annual cash flow estimates over the term of the Agreement.

 - (c) Projected cash flow statements should display all costs to be borne by the Organisation and any other parties (not including the Ministry of Transport or the Corporation) introduced by the Organisation. These costs should include:
 - (i) The Selected Organisation's estimate of the cost of carrying out all works necessary for the Project;

 - (ii) Professional fees; and

 - (iii) All other costs to be borne by the Organisation and other parties (not including the Ministry of Transport or the Corporation) including overheads, statutory charges, all financing and other carrying costs and charges.

 - (d) Projected cash flow statements should be provided which display all cash revenues expected to be generated by the Project including all gross and net incomes expected to be received from the Project and the assumptions on which they are based.
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- (e) Projected cash flow statements should display all operating costs expected to be incurred in the Project and the assumptions on which they are based.
 - (f) The internal rate of return from the Project, that is the rate of return on total funds employed should be given together with appropriate explanatory notes including the discount rate and net present value.

6.2.3 Method of Financing

The proposed method and source of financing for all stages of the Project must be stated.

Details must include:

- (a) all equity contribution schedules;
- (b) the nature of all financial instruments employed;
- (c) all principal drawdown schedules and interest repayment schedules; and
- (d) the name and registered office of the legal and beneficial owners of all parties supplying equity or debt funding, or guarantees of any nature. The financial relationships between all of those parties should be fully described.

A full set of audited accounts, covering the past five (5) financial years, of all major equity contributors to the Selected Organisation should be given.

6.2.4 Advertising Proposals

A Submission should include complete details of any advertising proposal suggested by the Selected Organisation. The information provided should include:

-
- (a) Details of projected revenues from the Project and the percentage of this revenue to be directed to the Corporation.
- (b) Suggested commercial terms for the Project including any Cost Off-Set Proposal.
- (c) Any drawings, photographs, plans or other material considered necessary to fully illustrate the proposed Shelters including advertising.
- (d) If any parties other than those contemplated by Section 6.2.3.(d) will be involved in the Project, the name and registered office of the legal and beneficial owners of those parties.
- (e) Preliminary advertising guidelines have been prepared to facilitate the implementation of this Project - refer to Appendix C. The guidelines have been summarised from draft Guidelines for Outdoor Advertising prepared by the Ministry for Planning and Environment. Consideration should also be given to the publication "Planning for Outdoor Advertising" prepared by the Outdoor Advertising Association of Australia, (OAAA). Discussions have been held with the OAAA, the Municipal Association of Victoria and the Metropolitan Municipal Association regarding the Project. Detailed uniform guidelines cannot be prepared due to the particular requirements of each Council. The Organisation will be responsible for obtaining all necessary permits as outlined in Section 6.4.1.
- (f) Notwithstanding the requirements of The Ministry for Planning and Environment and the relevant local Councils, the Corporation maintains strict control over the subject matter and general appearance of advertisements associated with its operations. The following list of provisions has been prepared to inform Selected Organisations of the basis on which advertising copy may be rejected. All artwork for the proposed advertising shall be submitted for approval to an officer nominated by the Corporation. Approval or otherwise will generally be granted within one working day.
-

The provisions set out in this Schedule are not meant to be exhaustive and may be added to, amended or varied by the Corporation throughout the term of an Agreement.

The provisions are:

- (i) The advertising shall comply with Commonwealth and State Legislation;
- (ii) The advertising shall comply with applicable voluntary codes of conduct established by the advertising industry;
- (iii) Advertising depicting smoking and tobacco products is not permitted;
- (iv) Advertising depicting political, religious or, in the opinion of the Chief Executive of the Corporation, contentious subject matter is not permitted;
- (v) Advertising that is, in the opinion of the Chief Executive of the Corporation, likely to be offensive is not permitted; and
- (vi) Advertising that resembles or may be confused with directional or informational signs either by shape, size or colour is not permitted.

6.2.5 Additional Terms

Each Selected Organisation is required to clearly identify in its Submission that the principal terms set out in this Brief are acceptable or to identify any amended or additional terms or conditions that would be required by the Selected Organisation.

6.3 Manufacture and Supply Proposal

In its Submission the Selected Organisation must provide the details outlined under the following headings.

6.3.1 Proposed Shelter Design

Full details of the Shelter design taking into account Corporation considerations set out in 7.1 and 7.2 including:

- (a) Full dimensions of height, depth, width, roof line;
- (b) Details and dimensions of advertising panels;
- (c) Where internal illumination is to be utilised, the voltage, metering, supply and equipment specifications and dimensions are to be detailed;
- (d) Materials to be used;
- (e) Predominant colour scheme;
- (f) Any ancillary services to be provided;
- (g) The ability to change design details to meet Local Government requirements such as colour; and
- (h) Any other relevant information to assist in the evaluation of the design characteristics and merits of the Shelters to be provided.

6.3.2 Manufacture and Supply Information

Full details of the manufacture and supply of Shelters including:

-
- (a) Where and by whom the Shelters will be manufactured; or if the Shelters are to be imported full details of the company and country of origin from where the Shelters and/or their component parts will be procured;
 - (b) Workshop, plant and personnel to be utilised in manufacture; and
 - (c) The proposed rate of manufacture and supply of Shelters. The Organisation will be contractually bound to adhere to this rate as part of the Agreement. —

6.3.3 Prototype

Each Selected Organisation must arrange for the erection of a prototype Shelter for inspection during the evaluation period. The prototype Shelter is to be erected within five working days of the date for lodging the submission at a location to be nominated by the Corporation. Arrangements should also be made for the removal of the prototype at the end of the evaluation period at no cost to the Corporation.

6.3.4 Ownership

The Corporation's preference is that the Corporation will become the owner of all shelters at the time of installation including the right to use the Shelters at all times. However, the Corporation will consider a proposal where the ownership of the Shelters passes to the Corporation at a later date. In its submission each Selected Organisation must include details of ownership, rights of use and if ownership will not pass to the Corporation on installation, when and how ownership will pass.

6.4 Installation Proposal

6.4.1 Permit Applications

Preliminary advertising guidelines relevant to the Project are discussed in Section 6.2.4.

The Organisation will be responsible for gaining all necessary planning, building and advertising permits from the Corporation, Ministry for Planning and Environment, Local Councils and Vic Roads.

The Submission should include full details of experience with permit application including:

- (a) Number of staff involved;
- (b) Years experience of each person;
- (c) Type of permits involved; and
- (d) Any experience specifically related to Shelters and/or street furniture siting and advertising.

6.4.2 Installation Arrangements

Full details of installation arrangements must be provided including:

- (a) Resources to be utilised especially plant and vehicles, staff and specialised equipment; and
- (b) Details of in-house and/or subcontractor experience.

6.4.3 Installation Program

The following details must be provided:

- (a) Proposed rate of installation; and
 - (b) Program of desired sites and priority for installation.
-

6.4.4 Incorporation of Corporation Required Locations

The Corporation reserves the right to nominate locations for installation of Shelters. Submissions should include details as to how these locations may be included in the installation program and any costs or redirection of the revenue stream to cover the capital, installation, maintenance and cleaning of these Shelters by the Organisation as discussed in 6.2.1.

6.4.5 Existing Shelters

Where the Organisation is desirous of using locations where Shelters are already located, full details of replacement of these Shelters should be provided including proposals for removal and reuse of existing Shelters in accordance with Section 7.6.

6.5 Maintenance Proposal

Submissions must include the following details:

- (a) Maintenance resources including personnel, plant, vehicles and equipment to be utilised;
- (b) Any subcontracting arrangements for resources detailed in 6.5 (a);
- (c) Inspection arrangements for graffiti or vandalism damage;
- (d) Routine cleaning, servicing and maintenance arrangements;
- (e) Major repair and maintenance arrangements; and
- (f) Emergency arrangements for both major and minor accident damage.

6.6 Advertising Proposals

Financial arrangements regarding advertising proposals are described in 6.2.1 and 6.2.3.

Details of advertising proposals must be provided, outlining:

- (a) The general concept and nature of proposed advertising;
- (b) The proposed dimensions and materials to be used for advertising panels and displays and the means of fixing these; and
- (c) Arrangements for the maintenance and changeover of advertising.

6.7 Government Purchasing Policies

All Submissions and subsequent work associated with this project must comply with Government Purchasing Policies which are attached as Appendix A.

6.8 Quality Design Review Committee

A Quality Design Review Committee will be established by the Ministry of Transport comprising a panel of independent architects nominated by the Royal Australian Institute of Architects.

The Committee will review each Submission as part of the overall evaluation process in terms of design quality, built form, use of quality materials and integration of the Shelter with existing streetscapes.

6.9 Presentation of Submission

Each Selected Organisation may be required to make a formal presentation of its Submission to the Corporation's evaluation panel comprising officers of the Corporation, the Ministry of Transport and Consultants. Each Selected Organisation will be allowed a maximum of 1 hour to make its presentation.

If a Selected Organisation wishes to make a formal presentation of its Submission, this should be indicated in the Submission and arrangements for the presentation will be made through the Senior Business Manager.

The evaluation process, outlined in Section 4.1, will consider the written Submission, any verbal presentation by a Selected Organisation and a review of the prototype erected at a site to be nominated by the Corporation for the evaluation period in accordance with Section 6.3.3.

7. PUBLIC TRANSPORT CORPORATION INFORMATION AND REQUIREMENTS

7.1 Shelter Design Considerations

7.1.1 Size

The Shelter size is to be determined by the Selected Organisation subject to Corporation and Council approval of the type of Shelter to be installed. The minimum size must accommodate three people standing. Provision of seated accommodation is preferred. The nominal size of existing Shelters ranges from 2-4 metres in width, by 1 metre deep with a roofline of 1.8 metres in depth.

The dimensions, bolt centres and slab and footing details of the current Corporation single and double glass modular Shelters are contained in Drawing No P16275 which is included in Appendix D.

The information on existing Shelter dimensions and sizes is provided for information purposes only.

There will be locations such as modal interchanges where it would be desirable to provide both Shelters for waiting passengers and covered walkways providing links between the Shelters and other modes of transport. The ability to provide for this flexibility would be an advantage.

7.1.2 Weather Protection

A Shelter is to provide adequate protection from the prevailing weather (wind and rain) and protection from the sun. A roof of sufficient size and shape to afford protection during periods of reasonably inclement weather is a necessity. Due to the relatively exposed siting of many Shelters (in medians, wide road reserves, etc.) wind gusts and eddys caused by traffic can sometimes render the roof ineffective, so the provision of vertical panels to semi-enclose the space sheltered by the roof is advantageous. The Shelter should be orientated to maximise protection and to account for local conditions (see Visibility below).

7.1.3 Visibility

Visibility in to and out of the Shelters is required. It is important that users are able to see approaching vehicles from the "perceived" safety of the Shelter and it is equally important that the driver is able to see the waiting users, or to be able to anticipate the movements of users (eg. students or children) around and behind the Shelter so that the driver can stop or slow down if required to pick up passengers or avoid accidents. Visibility to motorists is also important. Good visibility also enhances the security of the Shelter.

7.1.4 Vandal and Grafitti Resistance

Materials should have a relatively high strength and durability without decreasing the level of visibility.

Design of Shelters to deter vandals and grafittiists should ensure that:

- (a) The structure is not easy to climb;
- (b) The fittings and fastenings are not easy to break or undo (rivets are superior to bolts, screws and nails);
- (c) There are not unsupported components long enough to be swung from and ultimately bent or broken; and
- (d) Materials are easy to clean but not easily scratched or attacked by chemicals.

7.1.5 Clearances

Consideration should be given to the need to allow for adequate clearance for the passage of pedestrians and wheelchairs between the Shelter structure and vehicles at all locations; particularly where Shelters are located on median strips, plantations or safety zones.

The overall design and location of Shelters, must conform to the minimum clearances required by the Corporation, Vic Roads and relevant Councils. Light rail and tram clearances are stipulated on Drawing P15556 "Minimum Clearances to Structure for Tramways" attached for information as Appendix D.

7.2 Corporation Marketing and Information Requirements

7.2.1 Met and V/Line Requirements

It is envisaged that Shelters will initially be installed in the Melbourne Metropolitan area along bus, tram and light rail routes serviced as part of The Met public transport system. In the longer term, Shelters servicing V/Line routes could be included in the Agreement. Details of V/Line marketing and information requirements will be presented at that stage.

7.2.2 The Met Corporate Logo

Shelters will at all times display Met corporate identification.

The logo presented to the public must have the wording "The Met", and appear in the following Met colours:

(a) Printing P.M.S. 364C - Green
 P.M.S. 116C - Yellow

(b) Painting, British Standard 381C

 No. 221 - Brilliant Green

 No. 355 - Lemon

Further details are contained in Appendix D.
