



Request for Tender

Metro Tasmania Pty Ltd

ACN 081 467 281

212 Main Road, Moonah TAS 7009

Provision of Bus Advertising Services

Closing Date & Time: 4.00pm Monday 19 November 2018

Lodgement Place: PO Box 61, Moonah TAS 7009
or 212 Main Road Moonah (Radio Room)

Contact Officer Details: Acting General Manager
Business Improvement Services
tenders@metrotas.com.au

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PART 1 - INTRODUCTION

1 INVITATION TO TENDER

Metro Tasmania Pty Ltd (ACN 081 467 281) (**Metro**) invites Tenders for the supply of services to manage advertising on Metro buses and passenger shelters (the **Services**) as defined in this Request for Tender.

2 BACKGROUND

Metro is a state owned company whose core business is the operation of bus services in Hobart, Launceston and Burnie. Metro is the largest passenger transport company in Tasmania.

In order to assist Metro in carrying out its core business, Metro requires the Services to be provided to it by an appropriately qualified company, business or individual.

Metro is utilising a one stage procurement process prior to awarding a supply contract to a supplier for the supply of the Services.

Metro invites Tenders for the provision of the Services on the terms set out in this Request for Tender and in accordance with the Specifications. The Preferred Tenderer will then be required to execute the contract for bus advertising services (the **Contract**), in the form attached to this Request for Tender at Annexure F. The chosen supplier (the **Contractor**) will be required to provide the Services in accordance with the Contract.

3 TENDER PROCESS TIMETABLE

The timetable for carrying out the necessary processes in relation to this RFT is as follows:

Issue Request for Tender	-	27 October 2018
Closing Date and Time	-	19 November 2018
Tender evaluation period	-	20 November 2018 to 30 November 2018
Estimated date for selection of Preferred Tenderer	-	13 December 2018
Estimated date for execution of Contract by Metro and Preferred Tenderer	-	By 18 January 2018
Estimated date for commencement of supply of the Services to Metro	-	1 February 2018

PART 2 – TERMS AND CONDITIONS

1 DEFINITIONS

Alternative Tender means a Tender that does not comply with the Specifications and/or Contract.

Contact Officer means the contact officer specified on the cover page of this RFT.

Closing Date and Time means the due date and time by which all Tenders must be received by Metro as set out in Part 2, clause 3.1 (Closing Date and Time).

Local SME Industry Impact Statement means a local small and medium enterprise (SME) industry impact statement in the form attached to this RFT at Annexure C.

Metro means Metro Tasmania Pty Ltd (ACN 081 467 281).

Part 1 means the section of this RFT headed “Part 1 – Introduction”.

Part 2 means the section of this RFT headed “Part 2 – Terms and Conditions”.

Preferred Tenderer means the Tenderer selected by Metro in accordance with this RFT to supply the Services.

RFT means the documents comprising this Request for Tender.

Services means the Services as defined in Part 1, clause 2 (Background) and the Specifications.

Specifications means the specifications in relation to the Services set out in Annexure A.

Statement of Compliance means a statement of compliance in the form attached to this RFT at Annexure C.

Tender means any response to this RFT signed by the Tenderer, including the information and the Tender Form required in accordance with this RFT.

Tenderer means any person, business or corporation who lodges, or intends to lodge, a Tender in accordance with this RFT.

Tender Evaluation Panel means the panel comprising of personnel appointed by Metro to review and evaluate Tenders received in response to this RFT.

Tender Form means the tender form set out in Annexure B of this RFT.

Tender Validity Period has the meaning given in Part 2, clause 2.8 (Tender Validity Period).

2 GENERAL

2.1 Tender

Any person wishing to respond to this RFT in relation to the supply of the Services may do so by submitting a Tender in accordance with this RFT.

2.2 Tender submissions

- (a) The Tenderer is required to submit their Tender strictly in accordance with all terms, conditions and requirements of this RFT.
- (b) The Tenderer must also address the Specifications by outlining:
 - (i) how the Tenderer can/will supply the Services in accordance with the Specifications; or
 - (ii) if the Tenderer cannot supply the Services in accordance with the Specifications, details of:
 - (A) why the Tenderer cannot/will not comply with the Specifications; and
 - (B) alternative Services which can/will be supplied by the Tenderer, and details of how such Services compare to or differ from the Specifications.
- (c) Tenders proposing variations to the Specifications will be construed to be an Alternative Tender.
- (d) Metro reserves the right either to consider Alternative Tenders on their merits or not to consider them further.

2.3 Rejection of Tenders

Metro may reject any Tender which contains any terms or conditions which conflict with this RFT.

2.4 Tender Form

- (a) The Tenderer must complete and include as part of its Tender, the Tender Form.
- (b) The Tender Form should be filled in completely and be accompanied by all other supplemental documents necessary to complete the Tender in accordance with this RFT. A Tenderer may reproduce the Tender Form in an expanded format in order to provide additional space for response.
- (c) Failure by any Tenderer to comply with the requirements of this RFT or

complete and return the Tender Form with a Tender, may result in that Tender being rejected for non-compliance.

2.5 Local SME Industry Impact Statement

- (a) Tenderers are requested to complete and include as part of their Tender, a Local SME Industry Impact Statement.
- (b) Failure by any Tenderer to complete and return a Local SME Industry Impact Statement may result in that Tender receiving a score of zero for the relevant selection criterion as described in clause 8.2.

2.6 Evidence of insurance

All Tenders must include a certificate of currency for each insurance policy required as specified in Annexure F.

2.7 Language and currency

All Tenders must be in English and all prices quoted must be in Australian dollars.

2.8 Tender Validity Period

The Tenderer warrants that it will not vary or withdraw its Tender within 120 days of the Closing Date and Time.

2.9 Clarifications

- (a) During the evaluation process, Metro may seek clarification from a Tenderer in relation to their Tender if any aspect of the Tender is unclear or ambiguous. The Tenderer must comply with any requests for clarification within the timeframe required by Metro.
- (b) If during the evaluation process Metro considers that the meaning or intent of this RFT has been misinterpreted or misunderstood by Tenderers generally, Metro may provide clarification or additional information to all Tenderers and may invite all Tenderers to submit a revised or modified Tender in response to this clarification or information, within the timeframe required by Metro. In all other circumstances, Tenderers will not be permitted to revise or modify their Tender in any way during the Tender evaluation period.

2.10 General terms and conditions

- (a) All communication between a Tenderer and Metro must be in writing.
- (b) Metro does not warrant the accuracy of the content of this RFT and, to

the extent permitted by law, Metro and its directors, officers, advisers, employees and agents are not and will not be liable to any Tenderer, whether arising from negligence or otherwise, for any representation contained in, or any omission from, this RFT, or for any error, inaccuracy, incompleteness or other defect in the information contained in this RFT.

- (c) Metro is not responsible for and will not compensate the Tenderer for any costs (whether direct or indirect) incurred by the Tenderer in preparing and/or submitting a Tender in response to this RFT or in responding to any requests for clarification from Metro.
- (d) This RFT, and the process outlined in this RFT, does not form any legally binding agreement between Metro and any Tenderer and no legally binding relationship will exist between Metro and any Tenderer unless and until a formal written agreement with respect to the supply of the Services has been executed between the parties.
- (e) This RFT, and the process outlined in this RFT, must not be construed as making any express or implied representation, undertaking or commitment by Metro that it will enter into an agreement with any person.

2.11 Confidentiality and intellectual property

This RFT remains the property of Metro and may only be used by a Tenderer for the purpose of preparing and submitting a Tender, and must not be used for any other purpose. This RFT, and all other documents provided by Metro to a Tenderer in connection with this RFT, must be kept confidential by that Tenderer.

3 LODGEMENT OF A TENDER

3.1 Closing Date and Time

The Closing Date and Time for the submission of all Tenders is 4.00 pm Monday 19 November 2018.

3.2 Lodgement

Three (3) paper copies of the Tender should be submitted, with the price information as described in clause 8.2(g) included in a separate sealed envelope. One (1) electronic copy of the Tender should be provided on a USB

flash drive in either Portable Document Format (PDF) or Microsoft Word format (DOC), with the price information as described in clause 8.2(g) saved in a separate folder to the remainder of the Tender. All copies of the Tender and price information should be enclosed in a sealed envelope marked as follows:

PRIVATE & CONFIDENTIAL

Tender – Bus Advertising Services

All Tenders must be lodged at, or sent by prepaid post to:

<i>Lodgement Place</i>	<i>Prepaid Post</i>
Attention: Acting General Manager Business Improvement Services Metro Tasmania Pty Ltd 212 Main Road Moonah (Radio Room)	Attention: Acting General Manager Business Improvement Services Metro Tasmania Pty Ltd PO Box 61 Moonah TAS 7009

Tenders sent by email or fax will not be accepted by Metro.

3.3 Late Tenders

Any Tender not received by Metro by the Closing Date and Time may be rejected by Metro.

3.4 Extensions

Individual requests for extensions to the Closing Date and Time will not be granted.

4 ENQUIRIES AND CLARIFICATIONS

4.1 Clarifications

If the Tenderer is in doubt as to the true meaning of any part of this RFT, the Tenderer should notify the Contact Officer in writing to obtain clarification prior to the Closing Date and Time and submission of its Tender.

4.2 Tender enquiries

- (a) All enquiries from Tenderers in relation to this RFT must be made in writing to the Contact Officer.
- (b) Tenderers must not directly or indirectly approach any member of Metro’s board or any employee of Metro, other than the Contact Officer pursuant to clause 4.2(a), in connection with any aspect of this RFT, or

the process outlined in this RFT.

- (c) Any failure by a Tenderer, or any employee or agent of a Tenderer, to comply with this clause 4.2, may lead to disqualification of that Tenderer's Tender.

4.3 Errors in RFT

A Tenderer should promptly notify the Contact Officer in writing if they find any discrepancy, error or omission in this RFT.

5 STATEMENT OF COMPLIANCE

- (a) Tenderers will be taken to fully agree with and comply with this RFT and the Contract unless their Tender states otherwise.
- (b) If a Tender does not fully comply with this RFT or the Contract, the Tenderer must fill out and include a Statement of Compliance in their Tender in accordance with Annexure D, specifying each condition requirement with which the Tenderer does not comply as well as reasons for that non-compliance or partial compliance.
- (c) In their Tender, Tenderers must not:
 - (i) reproduce the Contract and provide an amended copy;
 - (ii) provide Metro with the Tenderers' own agreement – any Tenderer doing so will be regarded as non-compliant with this part of the RFT; or
 - (iii) suggest deletion of numerous clauses of the Contract and their wholesale replacement with other clauses, especially where the clauses are not directly comparable. Instead, comment is required on individual wording changes, where wording is not acceptable to the Tenderer.
- (d) The degree of compliance by Tenderers will be part of the assessment criteria that Metro will apply in selecting the Preferred Tenderer.

6 AUSTRALIAN BUSINESS NUMBER (ABN)

A Tenderer should provide its Australian Business Number (ABN) with its Tender. If the Tenderer does not have an ABN, then the Tenderer must state their reason for not having an ABN in its Tender.

7 METRO'S RIGHTS

Metro reserves the right, in its absolute discretion, to:

- (a) vary the terms of this RFT, or the structure, requirements or process referred to in this RFT;
- (b) seek clarification from any Tenderer if any aspect of their Tender is ambiguous or unclear;
- (c) provide additional information to all Tenderers;
- (d) notify all Tenderers of any changes to Metro's requirements or to this RFT generally;
- (e) extend the Closing Date and Time;
- (f) call for new Tenders;
- (g) not accept the Tender offering the lowest price;
- (h) consider or accept, or refuse to consider or accept, non-conforming Tenders at its absolute discretion;
- (i) not consider any Tender lodged after the Closing Date and Time;
- (j) not accept any Tender in its absolute discretion; and
- (k) cancel or suspend this RFT, or any processes outlined in this RFT, in its absolute discretion.

Metro will not be liable or in any way responsible for any loss, damage, cost or expense incurred by a Tenderer in the event that Metro exercises any rights referred to in this Part 2, clause 7.

8 EVALUATION

8.1 Process

The evaluation process will be undertaken by the Tender Evaluation Panel with the aim of assisting Metro to select a Preferred Tenderer. All Tenders will be evaluated by the Tender Evaluation Panel based on the Selection Criteria outlined in Part 2, clause 8.2 (Selection Criteria).

8.2 Selection Criteria

The following criteria will be addressed and considered by the Tender Evaluation Panel in evaluating all Tenders:

(a) **Impact on local SME industry (20%)**

(b) **Methodology**

- Tenderers must demonstrate their knowledge and understanding of the Specifications.
- Tenderers must articulate their proposed methodology for delivering the desired outcomes.

(c) **Experience**

Tenderers are to provide information regarding past performance, including experience with the provision of similar services including:

- names of organisation for whom the services were provided in the last three (3) years;
- a description of the services provided;
- the period over which the services were undertaken;
- the names of key personnel and their roles and responsibilities in providing the services;
- an outline of the strategies and methodologies utilised in achieving service delivery;
- an outline of any achieved benefits to the organisation resulting from the service delivery; and
- the names and contact details for a minimum of three (3) referees for whom such work was undertaken that are able to attest to the capacity of the Tenderers against each of the Selection Criteria. The Tender Evaluation Panel may seek reports from referees.

(d) **Operational capacity, including any subcontractors**

Tenderers must provide information to demonstrate their operational capacity to provide the scope of services required. In particular:

- their ability to identify and design approaches and actions for implementation;
- the organisation's background, including details of their management structure, including names;
- the number of staff employed by the Tenderer, who are suitably skilled and qualified to provide the required services;

- the number of years the Tenderer has been providing similar services;
- the Tenderer's access to technical resources; and
- the Tenderer's internal systems and processes to ensure the quality and timeliness of services provided to clients.

Tenderers are to nominate a local representative or representatives who have the capacity to attend to on site demands at Metro premises and details their qualities, experience and competence.

(e) ***Quality Assurance and Reporting***

Tenderers should provide:

- a copy of their Third Party Certification for Quality Assurance; or
- for those Tenderers without a Third Party Certification a statement detailing their Quality Assurance Program, and/or what steps have been taken towards obtaining a Third Party Certification for Quality Assurance.

Tenderers are required to demonstrate their ability to meet periodic reporting requirements, including monthly reporting and to what extent they are able to provide tailored client reporting.

(f) ***Financial viability***

Upon request by Metro, Tenderers are required to demonstrate their financial capacity to perform the Services over the term of the Contract. Tenderers must provide copies of their audited statement of financial position and statement of financial performance for the last two (2) financial years.

(g) ***Price***

Tenderers must submit their pricing in accordance with the pricing schedule provided at Annexure E.

8.3 Selection of Preferred Tenderer

- (a) Once Metro has selected a Preferred Tenderer, Metro will notify the Preferred Tenderer that its Tender has been successful in accordance with the timetable in Part 1, clause 3 (Tender Process Timetable).
- (b) The Preferred Tenderer will be required to enter into a formal contract

(or contracts) with Metro substantially in accordance with the Contract, and having acknowledged the Specifications. The terms and conditions of the Contract may only be varied by agreement in writing by both parties.

- (c) Metro may require the directors of the Preferred Tenderer to guarantee the Preferred Tenderer's performance under the Contract.
- (d) Once the Preferred Tenderer has been selected and has executed the Contract, it will be required to supply the Services in accordance with the provisions of the Contract.
- (e) No contractual relationship or other obligation arises between Metro and any Tenderer unless and until a formal contract is signed by both parties. This Part 2, clause 8.3(e) applies despite any oral or written advice to a Tenderer that a Tender is preferred or successful or has been, or will be, accepted.
- (f) Unsuccessful Tenderers will be notified within fourteen (14) days of either:
 - (i) execution of the Contract by the Preferred Tenderer; or
 - (ii) Metro's decision not to award the Contract to any party.

9 APPROVALS

- (a) The Preferred Tenderer must obtain all permits, licences or approvals required in relation to the supply of the Services prior to supplying Metro with the Services.
- (b) The supply of all Services must be carried out in accordance with any applicable permits, licences or approvals and any State or Federal standards, regulations and laws.

10 DEBRIEFING

10.1 Contact Officer

At the conclusion of the procurement, Tenderers who would like a debriefing should contact the Contact Officer.

10.2 Timing of debriefing

If Metro is requested to do so, a debriefing for interested Tenderers will occur

after either:

- (a) the execution of the Contract by the Preferred Tenderer; or
- (b) Metro's decision not to award the Contract to any party.

Annexure A
Specifications

1 RIGHTS TO DISPLAY

The Contractor shall have exclusive rights to display advertisements on the exterior and interior surfaces of buses operated by Metro and passenger shelters owned by Metro for the term of the Contract.

Metro reserves the right:

- a) to display on or in any passenger shelter or bus, including 'all-over' buses, notices and advertisements relating to its own activities, whether in its own right or in association with another organisation or individual, or under an in contra or sponsorship agreement with a third party. In this regard, Metro will pay for the production, installation and removal of the advertisements but will not pay for the media buy;
- b) to display notices and advertisements on or in any bus whilst it is being used on any hiring or charter service;
- c) to display on or in any passenger shelter or bus notices and advertisements, which may include 'all over' advertisements, which in the opinion of Metro's Chief Executive Officer or their delegate, are legitimate community notices related to the activities of community-oriented organisations; and
- d) to independently sell advertising space not covered by this agreement.

2 FLEET BACKGROUND

Metro's bus fleet presently comprises of 220 buses. The number of buses may vary throughout the course of the Contract.

All buses within Metro's bus fleet will be available to the Contractor to display advertisements in accordance with the Contract. However, Metro at its absolute discretion may determine that a particular bus, within Metro's bus fleet, is to remain clean of advertisements.

The following table reflects the Metro bus fleet as at 14 September 2018:

Metro's Fleet (14 September 2018)		Hobart	Launceston	Burnie	Total
SCANIA	12.5 Customs CB80	8			8
SCANIA	Artic Customs CB80	11			11
SCANIA	12.5 Customs CB60	29	8		37
SCANIA	Artic Customs CB60	4			4
SCANIA	14.5 metre Northcoast	1			1
SCANIA	14.5 metre Volgren	3			3
SCANIA	12.5 metre Northcoast	25	12	3	40
SCANIA	11 metre Ansair Orana	35	4	4	43
SCANIA	11.9 metre Volgren	2		9	11
SCANIA	11 metre Ansair VOV2	22	24		46
MAN	King Long Artic	5			5
Bustech	12.5 XDI	11			11
Total Fleet		156	48	16	220

Metro in its absolute discretion reserves the right at any time and from time to time to alter or amend any decisions relating to the withdrawal of its buses or the introduction of new buses.

3 PASSENGER SHELTERS

Metro presently owns four (4) passenger shelters that have an advertising panel measuring 970mm wide by 1490mm high. The number of shelters may vary throughout the course of the Contract. All shelters will be available to the Contractor to display advertisements in accordance with the Contract. However, Metro at its absolute discretion may determine that a particular shelter is to remain clean of advertisements.

The following table provides the location of the shelters, as at 21 September 2018:

Stop Number	Route Direction	Location
Stop 14	Inwards	330 East Derwent Highway, Geilston Bay
Stop 4	Inwards	Rosny Hill Road, adjacent to Charles Hand Park
Stop 12	Inwards	Opposite 114 Clarence Street, Bellerive
Stop 13	Outwards	164 Clarence Street, Bellerive

Installation and removal of advertising material at passenger shelters is to be undertaken in a safe manner causing the least possible disruption to pedestrians, passengers, surrounding residential areas and road users.

4 REMOVAL AND AVAILABILITY OF BUSES

Metro will make buses available to the Contractor for the purposes of affixing, repairing or removing exterior advertisements in such numbers and at such time as may be convenient to Metro and the Contractor shall complete all work to be performed on the day on which the bus is made available, unless determined otherwise by Metro.

Advertisements shall be affixed, placed, repaired or removed in or upon premises, which shall be provided by Metro and at Metro's convenience. The Contractor shall indemnify Metro against any and all risks or injury or death to any person or damage to any property arising from the work being performed upon such premise, irrespective of how it is caused.

Metro undertakes to use all buses covered by the Contract in such a manner as is necessary to maintain such services as may be operated from time to time by Metro, save that the right is reserved to remove any bus from service at any time for cleaning, repair, maintenance or any other like purpose. Where buses are removed from service, pursuant to this clause, no rebate, allowance or concession will be granted to the Contractor.

Buses will not be reserved for use on any one route or in any one area of Tasmania. Buses may be transferred from one route or area to another without notice. Advertisers can request that their advertisements be positioned on buses located in a specific region i.e. Hobart, Launceston or Burnie.

If at any time during the period of the Contract an authority shall in the lawful exercise of its powers require Metro to remove from any bus the whole for any part of any advertisement Metro may remove such advertisement or part thereof at the Contractor's cost. The Contractor shall not have or make any claim for compensation for or arising out of such removal.

5 WORK ON METRO'S PREMISES

The Contractor must provide reasonable notice to Metro when they are planning to come and work on Metro's premises.

The Contractor will ensure that all of their employees and sub-contractors used in the provision of the Services complete a site-specific induction approved by Metro prior to commencing work on Metro's premises. Any visitors to Metro's premises will also be required to complete an induction.

Work can only be conducted on Metro premises during Metro premises operating

hours, and is to be undertaken in a safe manner causing the least possible disruption to depot operation.

The Services are to be undertaken within Metro's depot operating hours but not outside the hours of 6:00 am to 11.30 pm on any day of the week. Metro's depot operating hours are as follows:

Hobart:

Monday to Friday:	4.45am to 12:00am
Saturday:	6:15am to 1:45am
Sunday:	7.20am to 10:45pm

Launceston:

Monday to Friday:	5.30am to 11:30pm
Saturday:	7:15am to 11:30pm
Sunday:	8.30am to 7:30pm

Burnie:

Monday to Friday:	5.45am to 7:30pm
Saturday:	8:00am to 6:00pm
Sunday:	Closed

Metro has an Accident Management Procedure in place for all accidents or damage caused to its buses. Tenderers should detail how they intend to account for any damage to Metro's bus fleet, plant or infrastructure caused by their employees or subcontractors.

Metro has a zero-tolerance policy towards drugs and alcohol. All personnel working on Metro's premises will be subject to random drug and alcohol tests.

The Contractor will be responsible for supplying all materials, chemicals and equipment necessary for providing the Services.

The Contractor must not store any materials, chemicals or equipment on Metro's premises except when affixing, placing, repairing or removing advertisements on Metro's premises.

6 ADVERTISING MATERIAL

Advertisements must be legal, meet the advertising standards and must not represent, portray or promote:

- a) a contravention of any Act of Parliament or regulation made under any Act;

- b) a political campaign, candidate, party or cause;
- c) tobacco or tobacco products;
- d) a message that demeans or discourages the use of public transport;
- e) a message that promotes unacceptable behaviour to or on the public transport vehicle;
- f) a message that demeans public transport users;
- g) a message that poses either a danger or confusion to traffic, or a risk to the health or safety of the public generally;
- h) a message that can be deemed offensive or demeaning to specific community groups (i.e. religious, ethnic, gender etc.); and/or
- i) other matters which may be determined by the Metro delegate from time to time and notified to the Contractor in writing.

Advertisements of and/or in relation to the products and matters that are listed will not be acceptable to Metro and Metro retains the right of veto over any specific advertisement that it considers violates the above. If the Contractor is in any doubt as to whether a specific advertisement complies with the above, the advertising material is to be submitted to the Metro nominated delegate for approval prior to display.

The content and method of presentation of any advertising material must not be likely to offend against community taste and standards. In this regard a specific right of exclusion and supervision is held and will be retained by the Metro delegate.

If in the opinion of the Metro delegate any advertisement does not comply with the requirements of the specification, the advertisements shall be removed by the Contractor and will not have, or make, any claims for compensation for or arising out of such removal.

Advertising must comply with the Code of Ethics defined by the Australian Association of National Advertisers as administered by Ad Standards. The Contractor will report all complaints received in relation to advertising within twenty four (24) hours of receipt.

7 CONTRACTOR REPRESENTATIVE

At all times that the Services are being performed, the Contractor shall have on the site in charge of the work, a responsible representative who can ensure compliance by the Contractor's subcontractors and employees.

The Contractor or their representative will ensure that a minimum of electricity is used

during operations and that all electric lights and appliances are turned off after use.

The Contractor or their representative will also ensure that water taps are turned off after use.

8 GUIDELINES FOR ADVERTISING ON METRO BUSES

- a) The Contractor will keep records of all buses and passenger shelters carrying advertisements.
- b) Records will include position (on bus), date-on date-off, client number, size of advertisement and bus registered number.
- c) The Contractor will advise Metro of all variation to records of advertisements in a monthly report.
- d) Generally, advertisements will be removed within fourteen (14) days of the expiration of an advertising agreement. However the Contractor may at their discretion defer the removal of an advertisement for a limited time. The Contractor will advise Metro of advertisements which are remaining beyond the advertising agreement.
- e) Advertisements featuring dates of events etc. will be removed from buses and passenger shelters within forty-eight (48) hours of the expiry of the advertised date or removed on reasonable request from Metro after the featured date has expired.
- f) The overall artwork presentation of buses and passenger shelters must be maintained, with due regard to repairing artwork after accident damage, with general maintenance of artwork and safety requirements, an ongoing concern.
- g) It is required that all buses remain in a fit for service condition, therefore any advertising must not interfere with any of Metro's identification, air intake grilles, or any fittings required under the current legislative requirements, Australian Design Rules and related standards, regarding light, reflectors, number plates or otherwise as determine by Metro.
- h) Any advertising which does not comply with the legislation, Australian Design Rules and related standards, will be rectified by the Contractor within twenty four (24) hours of notification by Metro.
- i) Where the breach is related to legal requirements of Passenger Transport Regulations or air intake grille, the offending portion will be removed by Metro at the Contractor's expense.

- j) Advertisements for display on the exterior or interior surfaces of Metro's buses shall be produced on high quality transit grade vinyl with pressure sensitive self-adhesive, which can be removed easily without causing damage to the painted surfaces.
- k) Advertising shall be fitted in accordance with Metro's 'Fitting of Advertising over Emergency Exits, Front Passenger Doors and Front Near Side Window' procedure.

9 PANELS AVAILABLE FOR ADVERTISING

Bus panel location and size is subject to negotiation with Metro.

Advertising must not be affixed to the panel below the forward-most left hand side passenger window, or to any panel located below the driver's right hand side window.

10 EXTERIOR ADVERTISING

The prepared advertisements shall be carefully designed and affixed to the exterior of the bus so that they are properly related to the lines and features of the bus and the whole area of each advertisement is securely affixed to the painted panel.

The Contractor shall be responsible for the maintenance of advertisements on the exterior surfaces of buses. Advertisements shall be maintained to the satisfaction of Metro and any damaged or defaced signs shall be removed or replaced within forty eight (48) hours of notification to the satisfaction of Metro.

Panel advertising shall be of appropriate size, taking into account the position of doors, windows, wheel arches, body panel shapes, rub rails, reflective stripes, and required Metro identification on the make of bus on which they are to be placed.

Damage caused to the pane or panel, by the removal of exterior advertisements will be repaired or replaced within forty eight (48) hours, at the Contractor's expense, by whatever means necessary to restore the pane or panel to its original condition and/or to the satisfaction of Metro.

11 "ALL-OVER" ADVERTISING

All artwork specifically for "all-over" bus advertisements must be presented and submitted on a scale drawing of the bus to which the advertisement will be affixed. The drawings must indicate the body detail that must be considered when designing the final art work presentation.

The scale drawings templates will be made available to the Contractor through contact

with Metro and completed artwork/drawings must be presented to Metro at least three (3) weeks before a campaign commencement date.

Metro will make available an allocation of six (6) buses at any one time or such other quantity as shall be agreed from time to time, for "all-over" advertising. Buses will be released and remain on Metro's premises for a maximum of one (1) day for affixing vinyls and sign writing. A maximum of one bus per depot will be released at any one time for the purposes of affixing or removing advertising. Buses are to be restored to fleet livery by the Contractor at the reasonable request of Metro. Restoration work shall be to a standard acceptable to Metro using paints approved by Metro. The work is to be carried out on site at a Metro depot.

All over wrapping of buses will be conducted during school holiday periods or on weekends, or by negotiation with Metro. While Metro will make buses available for installation of advertisements, Metro reserves the right to put buses back into service for operational reasons.

All materials provided by and used by the Contractor and the workmanship employed in the Contractor shall be of a quality approved by Metro. They shall withstand the exposure to the weather incidental to their display on the buses and bus washing as it is performed at Metro depots without significant loss of quality through the period of their display.

The Contractor shall produce accurate colour art work to Metro for the appropriate bus, showing both sides, front and rear views of the bus, and submit it to Metro for approval at least three (3) weeks prior to any work commencing on the bus.

Artwork shall not encroach on the reflective tapes, bus numbering, warning signs, advisory signs, glazing, door rubbers, fuel spill protection panel, badges, lights, anodised and/or rubber identification mouldings, protective skirt panels, or bumper bars, however it may extend over the aluminium waist rail where fitted. Covering of Metro logos should be avoided where possible.

Artwork shall not encroach onto the panel below the forward-most left hand side passenger window, or onto any panel located below the driver's right hand side window.

Artwork designs should take into consideration the reflective tape placed continuously along each side of the bus body (except across the wheel arches and door glazing). Where advertising covers the side of the bus, reflective tape or self adhesive reflectors shall be located to comply with ADR design rules. Reflective signage on the rear and sides of buses must not be covered.

Buses shall retain Metro and/or Tasmanian Government livery, unless otherwise approved by the Metro delegate. Advertisements shall be placed in such a way to not cause damage to the painted surface. Metro must approve any changes to painted surfaces.

Bus equipment such as tyres and wheels that Metro requires to interchange with other vehicles shall not be painted. All exterior service/warning/advisory signs will be maintained in the correct positions as specified by Metro and background colour will contrast to ensure their visibility.

Advertising covering windows should not impede the vision from any window and the material should be perforated.

As a guide:

- a) artwork shall contrast with the background colour and be positioned so that it cannot blend with colours, which commonly occur in the roads or roadside environment in Tasmania. Such colours should not be used for backgrounds; and
- b) where the desired artwork utilises darker colours, there shall always be adequate illustration and sign writing in visible colours strategically placed to ensure good recognition at all times by day or night.

Completed advertising is subject to final approval before a bus shall enter route service. Approval will be based on the advertisement complying with the previously agreed artwork.

The bus shall be stationed at a Metro depot and shall travel on routes as per the operational requirements of Metro.

12 ADVERTISING ON THE SIDES AND REAR OF BUSES

The conditions applicable to “all-over” advertising also apply to this category except that artwork shall be affixed to the buses by way of removable vinyl panels. Subject to consideration of the reasonable requests of the Contractor, panels may only be attached to the sides and rear of buses on the windows as long as the material does not impede the vision from any window and the material should be perforated.

Advertising can be attached below the window line and above the rub-rail and shall not cover Metro’s logos, door, air intake grilles, fuelling and maintenance hatches or reflective strips but otherwise may extend for the length of the bus, with the exception of the forward-most side panels (below the forward-most left hand side passenger window, and below the driver’s right hand side window). Advertising must not be

attached to the front door or the first window immediately behind the front door.

The bus shall be stationed at a Metro depot and shall travel on routes as per the operational requirements of Metro.

13 INTERIOR PANELS

Interior displays shall also be of high quality transit grade pressure sensitive self adhesive sheeting and are to be carefully affixed to the panels so that they are properly related to the lines and features of the interior of the bus and so that the whole area of each advertisement is securely affixed to the panel.

Advertisements shall not be placed over any part of sign writing or posters in the interior of the bus.

Advertisements for display on the interior surfaces of Metro buses shall be produced on high quality vinyl with pressure sensitive self-adhesive, which can be removed easily without causing damage to the painted surfaces.

Any damage caused by the application of these interior advertisements shall be rectified at the Contractor's expense. Damage is to be repaired or replaced within forty eight (48) hours and to the satisfaction of Metro.

The Contractor shall be responsible for the maintenance of advertisements on the interior surfaces of buses. Advertisements shall be maintained to the satisfaction of Metro and any damage or defaced signs shall be replaced within forty eight (48) hours of notification.

Damage caused to the paint or panel, by the removal of interior advertisements will be repaired or replaced within forty eight (48) hours, at the Contractor's expense, by whatever means necessary to restore the paint or panel to its original condition and/or to the satisfaction of Metro.

The bus shall be stationed at a Metro depot and shall travel on routes as per the operational requirements of Metro.

14 REMOVAL OF ADVERTISING

At the request from Metro, the Contractor shall, upon removal of any advertisement, including existing advertising, on or in a bus or passenger shelter, remove all adhesive residues and restore the condition of any paint work affected to a standard acceptable to Metro. Arrangements may be made for Metro workshops to restore paintwork on a cost recovery basis should the Contractor not clean or restore vehicles in a reasonable

time or to a reasonable standard. The Contractor shall not have or make any claim for compensation arising out of such removal.

Metro shall instruct the Contractor to remove any advertisement, which does not comply with these specifications, and the Contractor shall not have or make any claim for compensation arising out of such removal.

The Contractor shall remove existing advertising from Metro's buses as directed by Metro.

If the Contractor fails to remove any advertising and make good any bus as required by the Contract, Metro may undertake any such work without notice to the Contractor, and the Contractor shall reimburse Metro all reasonable costs and expenses of such work.

15 DAMAGE TO PROPERTY

The Contractor shall be liable for loss or damage to any Metro property (including but not limited to Metro's premises and any fixtures thereupon) caused by the Contractor, its employees or any sub-contractor in the performance of the Contract.

The Contractor shall report, in writing to Metro, all damage to Metro's premises including fixtures and to any property of Metro that is on or at Metro's premises, within twenty-four (24) hours of discovery of that damage by the Contractor or any employee.

If the Contractor fails to report any damage in accordance as required under the Contract, the Contractor shall be liable to Metro in respect of that damage as if that damage had been caused by the Contractor.

16 REPORTING

The Contractor will be required to:

- a) provide Metro with effective, timely and comprehensive written reports on a monthly basis; and
- b) report at quarterly meetings with the Metro.

17 TRANSITION FROM THE INCUMBENT CONTRACTOR

The incumbent contractor is entitled to continue to display advertisements on buses provided that:

- a) the advertisements are a consequence of an advertising contract between the incumbent contractor and their client or clients (Client Contract);
- b) the Client Contract commenced prior to the commencement of the new Contract between Metro and the new Contractor; and
- c) the advertisements are removed within 14 days of the expiry of the Client Contract to which they relate.

Annexure B

Tender Form

(attached separately)

Annexure C

Local SME Industry Impact Statement

(attached separately)

Annexure D

Statement of Compliance

(attached separately)

Annexure E

Pricing Schedule

(attached separately)

Annexure F

Draft Contract

(attached separately)