





# Who We Are

TransLink is the authority responsible for transportation in Metro Vancouver. With a public transit service area spanning more than 1,800 square kilometers, we deliver a wide range of services and programs to meet the transportation needs of Metro Vancouver residents and businesses.

These include an extensive bus system throughout the region, SkyTrain rapid transit, SeaBus passenger ferries, and West Coast Express commuter rail. Working in partnership with Metro Vancouver municipalities, we also fund and deliver the Major Road Network inclusive of bridges and a network of bicycle lanes that serve different parts of the region.

APTA 2019 Transit System of the Year APTA 2019
Best Marketing &
Communications
Campaign

CUTA 2018 Innovation Award



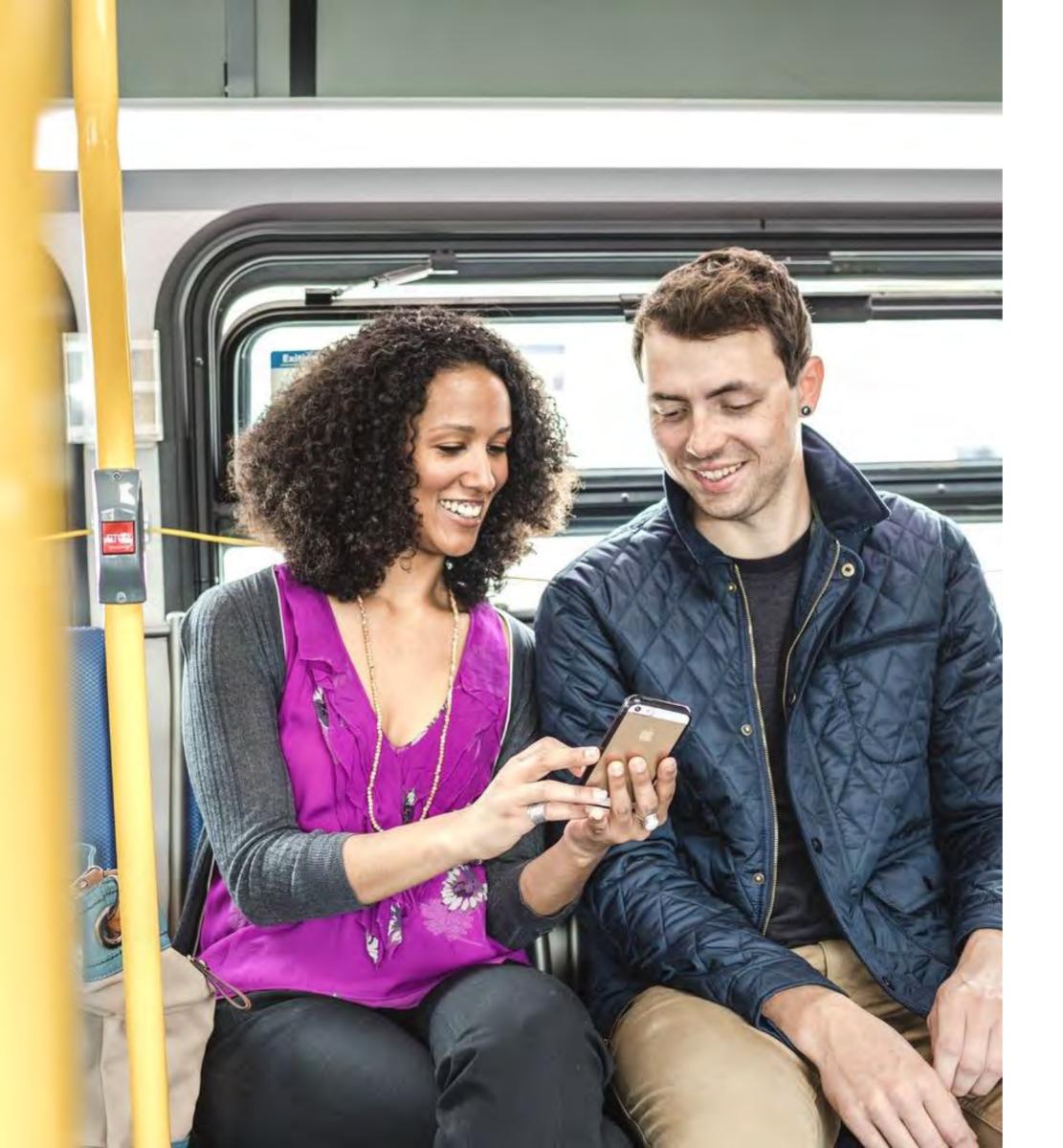
# Our Advertising Program

Commercial revenue generated from TransLink's advertising program supports TransLink's mission to advance our transportation services and meet the needs of our region.

Our current advertising portfolio, delivered through existing advertising licensees, includes many formats of SkyTrain station advertising (both digital and static), transit vehicles, product sampling, OOH billboard faces, and SMS NextBus messages. TransLink continually works with advertising licensees to deliver innovative advertising opportunities that compliment our existing advertising program.

Advertising assets under current license agreements are not eligible for this RFI. A complete list of existing advertising programs is available at: <a href="https://www.translink.ca/About-Us/Doing-Business-with-TransLink/Commercial-Programs-and-Partnerships/Advertise-with-Us.aspx">https://www.translink.ca/About-Us/Doing-Business-with-TransLink/Commercial-Programs-and-Partnerships/Advertise-with-Us.aspx</a>





# **Our Growing Advertising Audience**

TransLink's advertising audience has expanded faster than Metro Vancouver's population growth. From 2000 to 2016, transit ridership in our region increased 80%, while regional population grew 20% over the same period. In 2018 alone, TransLink saw an increase in Metro Vancouver transit ridership by 7.1%, to over 430 million boardings. Learn more about our recent growth at: https://www.translink.ca/Plans-and-Projects/Managing-the-Transit-Network/Transit-Service-Performance-Review.aspx.

+6.0%

**SeaBus** 

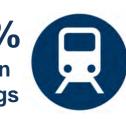
+8.0% **Boardings** 

+7.0% **West Coast Express Boardings** 





+5.7% SkyTrain **Boardings** 



We are executing Metro Vancouver's biggest transportation expansion in TransLink's history, creating more opportunity for growth in advertising audience. Our 10-Year Vision includes major rapid transit expansion like the Broadway Subway Project, the Surrey-Langley SkyTrain, and the launch of new RapidBus lines in 2020. Discover our 10-Year Vision at https://tenyearvision.translink.ca/.



# The Opportunity

As TransLink's infrastructure, fleet, and advertising audience grows, we seek auxiliary advertising licensees who can bring expertise and best practices to create, sell, market, design, and manage auxiliary advertising opportunities. A successful vendor will have the capacity, capability and relevant experience to innovate and drive demand for TransLink's auxiliary advertising program.

TransLink's auxiliary advertising opportunity consists of:

- Existing Auxiliary Advertising Opportunities. This includes current street furniture at stations and bus exchanges (e.g. bicycle racks, bicycle lockers, waste receptacles, wayfinding displays).
- New Auxiliary Advertising Opportunities. TransLink invites new ideas and site solutions to grow our program.

Our core values prioritize the safety and security of our customers. Vendors who are committed to maintenance and a state of good repair, ensuring auxiliary advertising is free of vandalism and graffiti, strengthen our customer's confidence in our values. As a public agency, it is important that our vendors can confidently interpret and comply with all governing policies, laws, bylaws and regulations.

# Submission Guidelines

We are interested in a broad range of submissions to support TransLink's advertising program. If you are interested in being an auxiliary advertising licensee or providing new site solutions, we want to hear from you.

# Your submission should include:

- Who you are and what you do.
- Describe the work you are interested in performing. What do you envision you are able to offer?
- Describe any value your submission would create for TransLink customers.
- Are you interested in performing work for the whole region or a select area?
- Describe your experience and how it is applicable to your submission.
- What term duration would work best for your submission?

All submissions must comply with the Auxiliary Advertising Opportunity RFI Terms and Conditions.

# **Auxiliary Advertising Opportunity RFI Terms and Conditions**

Please review these Terms and Conditions carefully.

By making the submission (the "Submission") to the Auxiliary Advertising Opportunity Request for Information ("RFI") you agree that the following Terms and Conditions will apply to your Submission. If you do not agree with these Terms and Conditions, you should not make a Submission. These Terms and Conditions are subject to change from time to time. You should visit the RFI document posted on <a href="https://www.translink.ca/About-Us/Doing-Business-with-TransLink/Commercial-Programs-and-Partnerships.aspx">https://www.translink.ca/About-Us/Doing-Business-with-TransLink/Commercial-Programs-and-Partnerships.aspx</a> periodically to review the Terms and Conditions that govern your Submission and are binding on you.

Through this RFI Process, TransLink seeks to obtain submissions that will:

- a) survey the marketplace for information about existing or potential auxiliary advertising opportunities that exist or could exist in TransLink's service region;
- b) provide information regarding objectives of any advertising opportunities and through supplier responses TransLink will assess feasibility of the advertising opportunity and its objectives; and/or
- c) assist TransLink in evaluating and determining the commercial stability, experience and abilities of potential contractors to implement and/or manage the whole or a portion of potential auxiliary advertising opportunities.

In consideration of you making a Submission and TransLink receiving, assessing and considering whether to include the Submission in the RFI process, you unconditionally agree to the following terms and conditions:

- 1. Eligibility, Contents and Use of the Submission
- 1.1 Any person, 19 years of age and older, corporation, non-profit entity, university, college or

other private or public institution may make a Submission to be used by TransLink. The RFI process is not open to any TransLink or TransLink subsidiary director, officer, or employee.

- 1.2 You agree that your Submission will be submitted in the English language and does not contain any material that is unlawful, obscene, defamatory, threatening, an invasion of privacy, objectionable, and does not consist of or contain software viruses, commercial solicitation, intellectual property to which you do not hold the rights, or any form of "spam". You agree to not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of your Submission.
- 1.3 You irrevocably waive all moral rights in and to the Submission. You further confirm that your Submission will not violate these Terms and Conditions and will not cause injury to any person or entity.
- 1.4 TransLink will not be under any obligation to enter into any contracts with any participant who makes a Submission. TransLink reserves the right not to consider or make use of your Submission or notify you further regarding your submission, or, TransLink may, at its complete discretion, use, modify or adapt, all, or part of your Submission, without:
  - obtaining your consent;
  - acknowledging your association with the contents of your Submission; or
  - further contact with you.
- 1.5 Your Submission should not contain any confidential information or personal information (except your name and contact information) that you do not want disclosed to TransLink or the public at large. You acknowledge that TransLink is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) ("FOIPP Act") and your Submission may be subject to public disclosure under the FOIPP Act. Your name and address will be collected under the authority



# **Auxiliary Advertising Opportunity RFI**Terms and Conditions continued

of the FOIPP Act for the purpose of collecting ideas for the RFI process. This information will be collected, used and disclosed in accordance with the FOIPP Act. If you have any questions about the collection, use, or disclosure of this information, please contact the TransLink Privacy Officer at privacy@translink.ca.

### 2. Consideration of Submissions

- 2.1 You agree TransLink's sole obligation is to give consideration to your Submission in accordance with the RFI.
- TransLink may consider or reject any or all Submissions, and all, or part of their respective ideas contained in the Submissions. TransLink's decision on considering, or selecting, all, or part of a Submission, or the participants will be final and not subject to review or appeal.

## 3. No duty of care or fairness to you

3.1 TransLink, as a public authority, is required by law to act in the public interest. In no event, however, does TransLink owe to you (as opposed to the public) any duty of care, duty of fairness, impartiality or procedural fairness in the RFI process, or any contract or tort law duty to preserve the integrity of the RFI process. Upon making your Submission, you hereby waive and release TransLink from any and all such duties and you expressly assume the risk of all losses arising from participating in the RFI process on this basis.

## 4. Limitation of Liability

4.1 The RFI process is provided in good faith on an "as is" basis at the time of you submitting your Submission.

- 4.2 TransLink takes no responsibility and assumes no liability for any Submission submitted by you to either you, or any third party.
- 4.3 TransLink is not responsible or liable:
  - to compensate you for making a Submission or accept any liability for any loss or damages or disappointment occurring as a result of your Submission not being selected;
  - for any direct, indirect, incidental, consequential or other losses or damages resulting from TransLink's use of your Submission or the use of any idea in the Submission, or for the misuse or misinterpretation of any content in the Submission or the RFI materials.
- 4.4 You agree that you are responsible for the choice of channel you select to deliver your submission and that TransLink does not assume any responsibility for delayed mail or email, or for rejected emails (including due to technical and security limitations on the size and types of files that are accepted), or for any emailed files that cannot be opened. You acknowledge that all risks associated with your choice of channel for delivering your submission are your sole responsibility, and that late submissions, regardless of reason, will be rejected.

## 5. Indemnity

5.1 In making your Submission to TransLink, you agree to indemnify, defend and hold harmless TransLink, its subsidiaries and their respective directors, officials, officers, employees and authorized representatives from and against any liability, loss, injury (including injuries resulting in death), damages, demands, actions, costs and expenses (associated with claims), or claims of any kind, including but not limited to lawyer's fees, relating in any way to TransLink's use of your Submission, except costs and expenses related to TransLink's evaluation of your Submission.



# **Auxiliary Advertising Opportunity RFI**Terms and Conditions continued

### 6. Policies, Modification and Severability

Conditions and to add or substitute any additional terms at any time. The changes or additional terms or conditions are effective immediately upon their posting. Your Submission will be subject to these Terms and Conditions. In the event any of these Terms and Conditions should be determined to be invalid, void, or for any reason unenforceable, that condition will be deemed to be severable and will not affect the validity and enforceability of any remaining condition.

### 7. Termination

7.1 If you, or your Submission, fails to comply with these Terms and Conditions, the RFI process or other policies and guidelines, TransLink reserves the right to disqualify, reject or remove the Submission received from you. TransLink reserves all of its rights at law and in equity.

## 8. Governing Law and Jurisdiction

8.1 Your Submission is governed by the laws in force in the Province of British Columbia and Canada. You agree and submit to the exclusive personal jurisdiction and venue of the courts located in Vancouver, British Columbia.

## 9. Conditions of Potentially Selected Submissions

9.1 TransLink may invite you to participate in the implementation of your Submission, in whole or in part at TransLink's complete discretion, or may pursue a subsequent selection process to implement your Submission.

- 9.2 All Submissions that TransLink chooses to pursue, if any, will be implemented pursuant to a written agreement between TransLink and the selected party, on such terms and conditions determined by TransLink, including but not limited to the following:
  - compliance with the TransLink Advertising Policy (www.translink.ca)
  - regular performance reporting and record keeping
  - adhering to payment schedules
  - insurance requirements
  - paramountcy of transit operations
  - allowance of advertising space for TransLink messaging
  - auxiliary advertising space maintenance and state of good repair
  - Service Level Agreements
  - qualification of workers and worker safety on assets and infrastructure owned or operated by or on behalf of TransLink
  - indemnification of TransLink, TransLink's subsidiaries and other relevant parties
  - Compliance with FOIPPA





