



Request for Proposal Customs Brokerage and Related Services

PavCo Request for Proposal No. 2008 - 03

Issue date: July 21, 2008

Closing Time: Proposal must be received **before 4:30 p.m.** Pacific Time on: August 19, 2008

CONTACT PERSON: All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of B.C. Pavilion Corporation.

Ms. Wanda Truesdell
Vancouver Convention & Exhibition Centre
wtruesdell@vcec.ca

DELIVERY OF PROPOSALS:

Proposals are to be submitted as follows:

Four (4) complete hard copies and two (2) complete electronic copies on DVD or CD must be delivered by hand or by courier to:

Vancouver Convention & Exhibition Centre
Suite 200 – 999 Canada Place
Vancouver, British Columbia
V6C 3C1

Attention: Ms. Wanda Truesdell

Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and Proposal title. Proposals **must not** be sent by mail, facsimile, e-mail or other electronic media.

Table of Contents

1. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS.....	1
2. BACKGROUND	5
3. PROJECT SCOPE AND REQUIREMENTS	6
4. THE RFP PROCESS AND EVALUATION CRITERIA	7
5. PROPOSAL FORMAT	8
SCHEDULE 1 - RECEIPT CONFIRMATION FORM.....	12
SCHEDULE 2 - PROPONENT COVER SHEET	14
SCHEDULE 3 - FORM OF CONTRACT	15
SCHEDULE A - DESCRIPTION OF SERVICES	16
APPENDIX 1 - VCEC BEST PRACTICES AND QUALITY STANDARDS	
EXCERPTS	17
APPENDIX 2 – CODE OF CONDUCT	22
SCHEDULE 4 - EXCEPTIONS AND ALTERNATES.....	24

1. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1.1 Definitions

Throughout this Request for Proposal, the following definitions apply:

- (a) "Closing Location" has the meaning set out in Section 1.3;
- (b) "Closing Time" has the meaning set out in Section 1.3;
- (c) "Contact Person" means the individual named in Section 1.4;
- (d) "Contract" means the written agreement resulting from this Request for Proposal executed by PavCo and the Supplier;
- (e) "Exceptions and Alternates" has the meaning set out in Section 1.15;
- (f) "Form of Contract" means the form of agreement referred to in Schedule 3 to this RFP, which will only be made available at the dates and times referred to in this RFP to Proponents who return to PavCo a signed Confidentiality Form (which shall be provided by PavCo);
- (g) "must", or "mandatory" in respect of Sections 1 and 4.2 means a requirement that must be met in order for a Proposal to receive consideration;
- (h) "PavCo" means B.C. Pavilion Corporation;
- (i) "Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- (j) "Proponent Cover Sheet" means the form attached as Schedule 2 to this RFP;
- (k) "Proposal" means a written submission of a Proponent required to be considered for the award of the Contract;
- (l) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes PavCo;
- (m) "Receipt Confirmation Form" means the form attached as Schedule 1 to this RFP;
- (n) "Request for Proposal" or "RFP" means the process described in this document;
- (o) "Customs brokerage Services" means the services that will be delivered over the term of the Contract;
- (p) "should" or "desirable" in respect of Sections 1 and 4.3 means a requirement having a significant degree of importance to the objectives of the Request for Proposal;
- (q) "Subcontractors" means entities that are included or intending to be included in a joint proposal with a Proponent or are retained by the Supplier to perform certain services in respect of the Contract;
- (r) "Supplier" means the successful Proponent to this Request for Proposal who enters into a written Contract with PavCo;
- (s) "VANOC" means the Vancouver Olympic Organizing Committee;
- (t) "VCEC" means VCEC East and upon completion of the expansion facility, includes the VCEC West, with the VCEC East and VCEC West operating as an integrated facility;
- (u) "VCEC East" means the existing Vancouver Convention & Exhibition Centre located at 999 Canada Place, Vancouver, B.C.; and

- (v) "VCEC West" means the expansion portion of the Vancouver Convention & Exhibition Centre located at 1055 Canada Place, Vancouver, B.C., which is currently under construction.

1.2 Terms and Conditions

The following terms and conditions apply to this Request for Proposal. In consideration of PavCo's preparation of this RFP document, in conducting the RFP, and the Proponent's opportunity to submit a Proposal, the Proponent hereby acknowledges and agrees by submitting a Proposal in response to this RFP that the Proponent is accepting and agreeing to be bound by the terms of this RFP, including those included in any addenda issued by PavCo. Provisions in a Proposal that conflict or are inconsistent with any of the terms of this RFP shall be of no force or effect. **THE PROPONENT IS CAUTIONED TO CAREFULLY READ AND FOLLOW THE PROCEDURES REQUIRED BY THIS RFP, AS ANY DEVIATION MAY BE CAUSE FOR REJECTION.**

1.3 Closing Date, Time and Location

Four (4) complete hard copies and two (2) complete electronic copies on DVD or CD must be delivered by hand or by courier and received **prior to 4:30 p.m. Pacific Time on August 19, 2008** ("Closing Time") at:

Vancouver Convention & Exhibition Centre
Suite 200 - 999 Canada Place
Vancouver, B.C.
Attention: Ms. Wanda Truesdell

(the "Closing Location")

Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and Proposal title. Proposals must not be sent by mail, facsimile, e-mail or other electronic media.

1.4 Enquiries

All enquiries, clarifications and questions regarding this RFP No. 2008 – 03 are to be directed to the person set forth below (the "Contact Person"), who will respond to all enquiries if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the option of PavCo.

Ms. Wanda Truesdell
Contact Person
Vancouver Convention & Exhibition Centre
E-mail: wtruesdell@vceec.ca

All enquiries, clarifications and questions will be made no later than three (3) business days prior to the Closing Time. Verbal answers are not binding unless confirmed in writing by the Contact Person. No verbal agreement, representation or conversation made or had at any time with any officer, employee, director, agent or consultant of PavCo shall affect or modify the terms of this RFP or be relied upon in any way whatsoever.

1.5 Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and immediately return the Receipt Confirmation Form attached as Schedule 1 to this RFP to the Contact Person at the Closing Location. All subsequent information regarding this Request for Proposal, including changes made to this document, will be distributed via facsimile or e-mail to those who have returned a Receipt Confirmation Form. The Form of Contract will only be made available at the dates and times referred to in this RFP to Proponents who return to PavCo a signed Confidentiality Form (which will be provided by PavCo).

1.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Late Proposals will not be accepted and will be returned to the Proponent.

In the event of a dispute, the Proposal receipt time as recorded at the Closing Location will prevail whether accurate or not.

1.7 Signed Proposals

The Proposal must be signed by a person authorized to sign on behalf of the Proponent and will bind the Proponent to the terms of this RFP and any statements made in response to this RFP. The Proponent will ensure that the Proposal includes the Proponent Cover Sheet.

1.8 Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the Closing Time. Upon Closing Time, all Proposals become irrevocable. The Proponent cannot change the wording of its Proposal after the Closing Time and no words or comments will be added to the Proposal after the Closing Time unless requested by PavCo for purposes of clarification.

1.9 Right to Waive

Except as provided in Section 1.12 below, failure to submit a Proposal that complies strictly with the RFP or that is unqualified or that does not contain the information or documentation requested in this RFP will not render the Proposal invalid or incapable of acceptance. Should a Proponent fail to provide any of the information requested in this RFP, qualify its Proposal or otherwise fail to conform to the requirements of this RFP, PavCo may, in its sole discretion, reject the Proposal based solely on such failure to strictly comply with the requirements of this RFP.

1.10 Eligibility

- (a) A Proposal will not be evaluated if the Proponent's or its Subcontractor's current or past corporate or other interests may, in PavCo's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposal. This includes, but is not limited to, involvement by a Proponent and its Subcontractors in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.
- (b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponent.

1.11 Evaluation Committee

The evaluation of Proposals will be undertaken by a committee formed by PavCo, which evaluation committee may include employees and contractors of PavCo, excluding, for greater certainty, the incumbent customs brokerage and related services provider. The evaluation committee may consult with such technical advisors, including financial, legal, operating, marketing, and other advisors, as the evaluation committee may, in its discretion, determine to be necessary. The evaluation committee may be expanded or its composition altered by PavCo in its sole discretion. All personnel will be bound to keep all information relating to this RFP confidential.

1.12 Evaluation

The evaluation committee will check the Proposals against the mandatory criteria set forth in Section 4.2. Proposals that do not meet all of the mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory criteria will also be evaluated against the desirable criteria. Evaluations will not be disclosed to the Proponents. Following receipt of Proposals, PavCo may, at its discretion, request a Proponent to provide any information it considers appropriate or may request that a Proponent meet with PavCo for the purpose of confirming that the Proponent has understood and accounted for the entire scope of work set out in the Form of Contract. The evaluation committee may request a presentation and tour of the short-listed Proponents' place(s) of business. The presentations and tours will be evaluated and scored.

1.13 Award Notification and Negotiation Delay

After the RFP results have been evaluated, the successful Proponent (if any) will be invited to participate in Phase 2 of this RFP, Contract negotiation. All other Proponents will be notified in writing of their selection status. If a written Contract cannot be negotiated within ninety (90) calendar days of notification of the successful Proponent, PavCo may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

1.14 Debriefing

At the conclusion of the RFP process, on written request, PavCo will debrief Proponents who were not selected to enter a Contract under this RFP. This request for a debriefing will be accommodated only after the final Contract has (or contracts have) been awarded by PavCo (if at all). Debriefings will be scheduled by PavCo, and will not provide a detailed analysis of a Proponent's Proposal or a point-by-point comparison of one Proponent's Proposal against any other Proposal(s).

1.15 Alternative Solutions

In the event the Proponent wishes to amend the Form of Contract, Proponents may submit exceptions and alternates ("Exceptions and Alternates") by completing, and including in their Proposal, Schedule 4. Exceptions may consist of variations in the terms and conditions included in the Form of Contract. Alternates may consist of variations in the product or service specifications described in the Contract requirements. Exceptions and Alternates should:

- (a) be described clearly and comprehensively, including specific alternate contract or specification language proposed by the Proponent concerning the Exceptions and Alternates; and
- (b) include a clear statement of the change in the pricing, value, schedule or other contract requirements that applies if the exception or alternate is accepted.

PavCo may choose not to consider or accept any or all Exceptions and Alternates. PavCo may award a Contract to a Proponent based on the price(s) and other information submitted by the Proponent, without regard to any or all Exceptions and Alternates submitted. Alternatively, PavCo may award a Contract to a Proponent based on the price(s) and other information submitted by the Proponent, as adjusted to reflect any or all Exceptions and Alternates submitted.

1.16 Proponent Expenses

Proponents are solely responsible for their own costs and expenses in participating in this RFP (including any one or more phases of this RFP), in preparing a Proposal, or in participating in any presentations to PavCo, including, without limitation, if PavCo elects to reject all Proposals. In no event will PavCo or any of its employees, agents, contractors or representatives be liable to any Proponent for any claims, whether for costs or damages incurred by a Proponent in participating in this RFP (including any one or more phases of this RFP), in preparing a Proposal or in participating in any presentations to PavCo, or for any loss of opportunity, loss of any anticipated profit in connection with a final Contract that may, or may not, be awarded to a Proponent under this RFP, or at all, or for any other loss or claim of any kind whatsoever relating in any way to all or any portion of this RFP. By participating in this RFP the Proponent agrees that it will not directly or indirectly make any claim against PavCo or any of its employees, agents, contractors or representatives for any loss, costs or damages, for whatever reason, relating to this RFP (including any one or more phases of this RFP), the preparation of a Proposal or participation in any presentations to PavCo in connection with the RFP, or the failure or inability, by reason of disqualification or otherwise, of the Proponent to do so.

1.17 Limitation of Damages

Further to the provisions of Section 1.16 above, the Proponent, by submitting a Proposal, agrees that it will not claim for any loss, costs or damages, for whatever reason, relating to the Contract (whether or not the Contract is awarded to the Proponent or at all) or in respect of the Proponent's preparation for or participation in the RFP (including any one or more phases of this RFP). If PavCo should be held liable for any reason whatsoever (whether in contract or tort) for any of the foregoing losses, costs or damages, then such losses, costs or damages shall not, in any circumstances, be in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing and submitting its Proposal, and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

1.18 Reference Checks

PavCo at its sole discretion may independently verify information contained in the Proposal and about the Proponent. This may include contacting references other than those provided by the Proponent in its Proposal, undertaking credit checks, or undertaking any other inquiries with respect to the Proponent and its officers, directors and shareholders.

1.19 Proposal Validity

Proposals shall remain valid, irrevocable and open for acceptance by PavCo without qualification for a period equal to ninety (90) calendar days from the Closing Time. Negotiations between any Proponent and PavCo during this irrevocability period do not constitute a rejection of any Proposal nor waive the irrevocability of any Proposal.

1.20 Currency and Taxes

Prices quoted are to be:

- (a) in Canadian dollars;
- (b) inclusive of duty; delivered at the VCEC, delivery charges included where applicable; and
- (c) exclusive of Goods and Services Tax and Provincial Sales Tax.

1.21 Subcontracting

A Proponent may submit a Proposal that contemplates the use of Subcontractors by the Proponent for any material service or function contemplated in this RFP where the Proponent does not propose to provide such service or functionality directly. All such Subcontractors should be identified in the Proposal, and any failure to do so will be taken into account in evaluating the Proponent's ability to perform the work contemplated in this RFP. Notwithstanding the foregoing, the Proponent will be the only party responsible to PavCo in connection with any Proposal or any phase of this RFP, will act as the liaison and main contact to PavCo for all Subcontractors contemplated by the Proponent in its Proposal, and will be fully responsible for all acts and omissions of its Subcontractors. PavCo will have no obligation to any such Subcontractors, either directly or indirectly, under this RFP, any phase of this RFP, the Contract or otherwise in connection with this RFP. Where applicable, the names of approved Subcontractors listed in the Proposal will be included in the Contract. No additional Subcontractors will be added, nor other changes made, to the approved list of Subcontractors in the Contract without the written consent of PavCo.

1.22 Acceptance of Proposals

This RFP should not be construed as an agreement or offer by PavCo to purchase goods or services. PavCo is not bound to enter into any contract with any Proponent in connection with this RFP, or the matters referred to in this RFP including, without limitation, any Proponent who submits the lowest priced Proposal. Proposals will be assessed against the evaluation criteria described in this RFP. PavCo expressly reserves the right not to enter into a Contract with any Proponent as a result of this RFP. No

Proponent will acquire any legal or equitable right or privilege relative to the matters described in this RFP by submission of a Proposal or any other document, or the making of any presentation, to PavCo in response to this RFP or otherwise. PavCo reserves the right at its discretion to accept or reject any Proposal or any part of any Proposal, other than a Proposal that does not comply with the mandatory criteria set out in Section 4.2 (which will be automatically rejected). In addition, PavCo reserves the right to accept or reject any Proposal, other than a Proposal that has not met the mandatory criteria set out in Section 4.2, even a Proposal that has not strictly or entirely complied with the requirements of this RFP. PavCo reserves the right to negotiate with and award the Contract to whoever PavCo at its discretion deems to be in its sole best interest and to provide the overall best value to PavCo.

1.23 Definition of Contract

This RFP and/or the submission of a Proposal in response to this RFP, and/or the exercise by PavCo of any discretion in the review and evaluation of Proposals and/or selection of a successful Proponent, creates no contractual or other legal relationship, liability or obligation between or among PavCo and any other person, whether or not such person submits a Proposal, except only that the administrative requirements set out in this Section 1 shall bind PavCo and the Proponents.

1.24 Contract

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with PavCo substantially in the form attached as Schedule 3 to this RFP.

1.25 Errors in RFP

While PavCo has used considerable efforts to ensure an accurate representation of all information contained in this Request for Proposal, and provided pursuant to this RFP, the information contained in this Request for Proposal or otherwise provided pursuant to this RFP is supplied solely as a guideline for Proponents. Such information is not guaranteed or warranted to be accurate by PavCo, nor is it necessarily comprehensive or exhaustive. PavCo is not responsible for any errors in a Proponent Proposal or presentation that are based upon information contained in this RFP, or provided pursuant to this RFP.

1.26 Modification of Terms

PavCo reserves the right to modify the terms of this Request for Proposal at any time in its sole discretion. This includes, but is not limited to, the right to cancel this Request for Proposal or any phase of this RFP at any time, to extend the Closing Time or make other changes to the process or to a term set out in this RFP. If a modification is communicated to the Proponents prior to the Closing Time, it is the Proponent's sole responsibility to ensure that they make appropriate use of that information.

1.27 Ownership of Proposals

All documents and electronic media, including the Proposals, submitted to PavCo become the property of PavCo, and will be received and, to the extent reasonably possible, held in confidence by PavCo, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and this Request for Proposal. PavCo may make such copies as PavCo may require for evaluation purposes.

1.28 Reciprocity

PavCo may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

1.29 Legal Consent

Borden Ladner Gervais LLP has provided and continues to provide legal advice to PavCo in respect of the project described in this RFP. By submitting a Proposal, each Proponent hereby expressly consents to

Borden Ladner Gervais LLP continuing to act for PavCo notwithstanding any unrelated solicitor-client relationship that each Proponent may have or previously had with Borden Ladner Gervais LLP.

1.30 No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of PavCo or the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposal or otherwise in respect of the Request for Proposal, other than as expressly directed or permitted by PavCo.

1.31 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection, use, storage and disclosure or dissemination of information, including resumes and other personal information concerning employees and employees of any Subcontractors. If this RFP requires Proponents to provide PavCo with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to PavCo. Such written consents are to specify that the personal information may be forwarded to PavCo for the purposes of responding to this RFP and use by PavCo for the purposes set out in the RFP. PavCo may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to PavCo.

1.32 Use of Request for Proposal and Confidentiality

No portion of this RFP or any information supplied by PavCo in relation to this RFP may be used or disclosed, for any purpose other than for the submission of Proposals. Without limiting the generality of the foregoing, by submission of a Proposal, the Proponent agrees to hold in confidence all information supplied by PavCo in relation to this RFP. Information about PavCo, obtained by the Proponents through the RFP process or otherwise will not be disclosed unless authorized by PavCo. It is agreed that this obligation of confidentiality will survive the termination of the RFP and any Contract that might arise between the parties. The RFP is the property of PavCo and is not to be copied or distributed without the prior written approval of PavCo. The award of a Contract does not permit a Proponent to advertise its relationship with PavCo without prior written authorization from PavCo. The provisions of this Section 1.33 are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

2. BACKGROUND

2.1 Overview

The primary function of the VCEC is to host international, national and regional conventions and trade shows. PavCo supplements these events at the VCEC with consumer shows, banquets, meetings, and other special events and community functions. The primary purpose of the VCEC is to generate economic and other community benefits for the people of British Columbia, and it is a leading generator of tourism related business in the province. Background information about the VCEC and PavCo can be found at www.vcec.ca and www.bcpavco.com, respectively.

Since opening in 1987, the VCEC has been British Columbia's flagship convention facility – hosting more than 300 events and 700,000 delegate days annually. VCEC East is located at Canada Place in Vancouver, British Columbia and offers more than 12,400 gross square meters (133,000 square feet) of function space.

An expansion (VCEC West) is under construction and construction is currently expected to be completed in early 2009. PavCo makes no representation that the date that construction is expected to be completed, or the dates that events not generating revenues for PavCo or for customs brokerage and related services are hosted, or the dates that events generating revenues for PavCo or for customs brokerage and related services are hosted, will not change. On completion of construction and commissioning of VCEC West, PavCo will operate VCEC East and VCEC West as an integrated convention centre facility. The expanded VCEC is expected to offer a combined total of more than 43,800 gross square meters (471,000 square feet) of function space. Some upgrades or renovations to VCEC East will also be undertaken. The nature, timing and extent of those upgrades or renovations have not been determined. VCEC East may be fully or partially closed to events during those upgrades or renovations.

2.2 The Olympic Period

The VCEC has been selected to serve as the media and broadcast centre for the 2010 Olympic and Paralympic Winter Games. In that regard a contract has been entered into with VANOC. VANOC has advised that VCEC East will be under their exclusive control and occupancy during the period from November 25, 2009 to March 15, 2010 inclusive, and VCEC West during the period from September 1, 2009 to April 1, 2010 inclusive. Final dates of the VANOC exclusive control and occupancy period are subject to change.

Throughout the periods of VANOC's exclusive control and occupancy, VANOC will have the exclusive right to determine which products and services (including customs brokerage and related services) will be available within the VCEC to service its media and broadcast clients, and to select its own supplier of products and services (including customs brokerage and related services). VANOC will also have the exclusive right to use any and all facilities and equipment owned by PavCo available within the expanded VCEC. Accordingly, the Contract to operate as the VCEC's Customs Brokerage Services Supplier pursuant to this RFP will be suspended or will otherwise not apply to the VCEC during the respective periods specified above and the Proponent will be required to co-operate fully with VANOC's rights for exclusive occupancy and use of the facility and the equipment. The provision of customs brokerage and related services under this RFP does not include provision of these services to the Olympic and Paralympic Winter Games or to VANOC.

2.3 About PavCo

PavCo is a company under the *Business Corporations Act* (British Columbia), and is wholly owned by the Province. PavCo is responsible to the Minister of Tourism, Sports and the Arts through a board of directors appointed by the Minister responsible. PavCo operates BC Place Stadium and the VCEC.

2.4 Current Service Provider

Proponents are advised that Livingston Event Logistics, a division of Livingston International Inc. is currently under contract with PavCo to deliver the customs brokerage and related services to PavCo and its clients at the VCEC.

3. PROJECT SCOPE AND REQUIREMENTS

3.1 Overview

PavCo is seeking a qualified, non-exclusive supplier of customs brokerage and related services. The Supplier and its' staff are part of a client services team that promotes a seamless and superior service experience for VCEC clients. The Supplier works in close cooperation with in-house facility sales and event management teams, and other suppliers and contractors, to execute well-coordinated events and activities. As a member of the supplier team, the Supplier must develop knowledge of the overall operation of the VCEC in order to align its own activities with the operation of the VCEC. It must be fully conversant with the VCEC's operating procedures including safe work procedures, emergency response procedures and environmental procedures. The Supplier will be encouraged to freely participate in the numerous ancillary activities that contribute to a cohesive working environment for in-house and Supplier staff alike such as all-staff meetings, training initiatives and seminars, charitable initiatives, holiday parties and staff appreciation functions. The Supplier's participation in these activities will not change the nature of the relationship between the Supplier and PavCo as independent contractors.

3.2 The Scope of Work for Which Proposals are Invited

PavCo is the operator of the VCEC and wishes to use and to supply customs brokerage and related services on a non-exclusive basis to the clients of the VCEC. These services encompass international freight forwarding services, customs brokerage (including facilitation of on-site customs clearance), and ancillary services normally associated with the provision of the foregoing services.

The scope of work and requirements are set out in Schedule A of the Form of Contract, and also attached as Schedule 3 to this RFP.

The term and renewals of the Contract should provide for a minimum term of three (3) years and an option for PavCo to extend the term for no fewer than an additional two (2) one-year periods.

4. THE RFP PROCESS AND EVALUATION CRITERIA

4.1 Schedule

The timeline and process is contemplated as follows:

ACTIVITY	TIME	DATE
RFP release		July 21, 2008
Pick-up Form of Contract	8:30 a.m. to 4:30 p.m.	July 21 to July 28, 2008, Monday to Friday
RFP closes	4:30 p.m. Pacific Time	August 19, 2008
<i>Phase 1: Evaluation of Proposals</i>		
Evaluation of Proposals		Beginning August 20, 2008
<i>Phase 2: Contract Negotiations</i>		
Notification of Successful Proponent		Week of September 23, 2008
Commencement of Contract Negotiations		Beginning in the week of September 23, 2008

4.2 Mandatory Criteria

Selection is based on evaluation by the evaluation committee of a Proponent's ability to demonstrate its capacity, capability and commitment to perform the customs brokerage and related services . Proposals must meet all of the mandatory criteria set forth below in order to receive further consideration and to be assessed against the desirable criteria set forth in Section 4.3 below.

Mandatory Criteria	
(a)	The Proposal must be received at the Closing Location before the specified Closing Time.
(b)	The Proposal must be in English and must be hand delivered or couriered. It must <u>not</u> be sent by mail, facsimile, e-mail or other electronic media.
(c)	Four (4) hard copies of the complete proposal and two (2) complete electronic copies on DVD or CD must be delivered by hand or by courier, with the first hard copy including one unaltered, completed Request for Proposal cover page and an originally-signed Proponent Cover Sheet.

4.3 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the desirable criteria set forth below. Section 5 provides detailed response guidelines and further information on each of the evaluation criteria outlined in the table below:

Desirable Criteria
Proponent Information
(a) Proponent profile.
(b) Demonstrated experience delivering customs brokerage and related services similar to the services requested under this RFP for the provision of customs brokerage and related services at a large event facility.
(c) Demonstrated experience with managing long-term supplier/venue relationships.
(d) Commitment to comply with the VCEC’s Best Practices and Quality Standards and Code of Conduct as detailed in Appendices 1 and 2 to Schedule A attached to the Form of Contract, and also attached as Schedule 3 to this RFP.
(e) Demonstrated ability to provide adequate, qualified and appropriately licensed staff in accordance with the <i>Customs Act</i> (Canada) and its regulations, including the <i>Customs Brokers Licensing Regulations</i> , to provide customs brokerage and related services to a large event facility.
(f) Demonstrated corporate and financial capacity to provide the customs brokerage and related services over the proposed contract term.
(g) Transition Plan to be used by the Proponent prior to the commencement of the customs brokerage and related services proposed under this RFP.
(h) Commitment to environmentally sustainable service delivery practices and to support the VCEC’s environmental initiatives (as contemplated in Section 6 of Appendix 1 of Schedule A to the Form of Contract, and attached to this RFP as Schedule 3).
(i) References provided by the Proponent for delivering services similar to the customs brokerage and related services.
Customs Brokerage Services
(a) Demonstrated range and quality of customs brokerage and related services offered.
(b) Demonstrated effectiveness of the Proponent’s corporate support and communication with the Proponent’s team that would be responsible for the Services provided to the VCEC and its Clients.
(c) Proposed term and renewals.
Financial Model and Insurance
(a) Cost of the Services to PavCo/financial model.
(b) Evidence of ability to secure insurance.
Presentation
(a) Oral presentation of the Proponent’s Proposal under this RFP.

5. PROPOSAL FORMAT

The working language of PavCo is English and as such, all Proposals shall be in the English language. All pages should be consecutively numbered. The following format, sequence, and instructions should be

followed in order to provide consistency in Proponent response and ensure each Proposal receives full consideration.

5.1 Request for Proposal Cover Page

This should be one page in length and should show the Proponent's name, address, telephone number and contact person, and introduce the Proposal referencing the RFP number and Proposal title. If applicable, indicate Proposals involving Subcontractors.

5.2 Proponent Cover Sheet

The Proponent Cover Sheet in Schedule 2 to this RFP must be completed and signed by a person authorized to sign on behalf of the Proponent, leaving the rest of the page otherwise unaltered. The originally-signed and completed Proponent Cover Sheet must be included with the first hard copy of the Proposal. The rest of the page must be otherwise unaltered and submitted as part of the Proposal.

5.3 Table of Contents

Include a table of contents with page numbers.

5.4 Executive Summary

Briefly summarize the key features of the Proposal, and how it will meet PavCo's requirements (in one or two pages).

5.5 Proponent Information

5.5.1 Proponent profile including:

- (a) a brief history including number of years in business and scope of business activity, other business that the Proponent is involved in and long range plans;
- (b) past and current experience delivering services similar to the customs brokerage and related services in a facility similar to the VCEC hosting international congresses and conventions, exhibitions, meetings, trade shows, consumer shows, banquets and special events;
- (c) description of Proponent's ownership and organizational structure;
- (d) list of the Proponent's directors, officers and those with a direct or indirect ownership interest of more than ten (10) percent;
- (e) any current legal actions and any legal actions in the last ten (10) years taken against the Proponent, the Proponent's directors, officers and those with a direct or indirect equity or voting interest of more than ten (10) percent; and
- (f) financial statements (including the most recent period's income statement, balance sheet and statement of changes in cash position) of the Proponent.

5.5.2 Describe training, professional development and licensing or certification requirements.

- 5.5.3 Identify the senior management team and qualifications, and discuss their experience in the context of the customs brokerage and related services in this RFP.
- 5.5.4 Provide examples of exemplar long-term supplier/venue partnerships.
- 5.5.5 Provide confirmation of compliance with the VCEC's Best Practices and Quality Standards and Code of Conduct as detailed in Appendices 1 and 2 to Schedule A attached to the Form of Contract, and also attached to this RFP as Schedule 3.

5.6 Customs Brokerage and Related Services

- 5.6.1 Describe what customs brokerage and related services, including those referenced in Section 3 above and identified in Schedule A to the Form of Contract and attached as Schedule 3 to this RFP, the Proponent proposes to offer to the PavCo, demonstrating the range and calibre of services.
- 5.6.2 Detail any further benefits to PavCo which the Proponent is prepared to offer.
- 5.6.3 Describe the transition plan to be used by the Proponent prior to the commencement of the customs brokerage and related services proposed under this RFP.
- 5.6.4 Describe the Proponent's own environmental philosophy and initiatives and indicate how the Proponent plans on cooperating with, supporting, and where necessary enforcing PavCo's environmental initiatives (eg: enforcing the no-smoking policy).
- 5.6.4 Indicate the proposed term and renewals of the Contract.

5.7 Exceptions and Alternates

Submit any requests for exceptions and/or alternates from the terms and conditions set out in the Request for Proposal and Form of Contract, if any, in the form of Schedule 4.

5.8 References

Provide three (3) references for delivering services similar to the customs brokerage and related services in a facility similar to the VCEC.

5.9 Subcontracting

- 5.9.1 Indicate which portions of the customs brokerage services will be contracted to a Subcontractor, if any.
- 5.9.2 List all Subcontractors, if applicable, giving a brief history of related work experience including number of years in business and the Proponent's previous working relationship with the Subcontractor.

5.10 Financial Model and Insurance

The Proponent will provide a full, detailed financial model that identifies the costs for services in Schedule B attached to the Form of Contract, and evidence of the Proponent's ability to secure the required insurance.

5.11 Other

The Proponent may use this section to raise any matters that would further support the Proposal and/or assist in PavCo's evaluation process.

**SCHEDULE 1
TO THE REQUEST FOR PROPOSAL**

RECEIPT CONFIRMATION FORM

**CUSTOMS BROKERAGE AND RELATED SERVICES
PAVCo REQUEST FOR PROPOSAL No. 2008 – 03
CLOSING TIME: 4:30 P.M. PACIFIC TIME, AUGUST 19, 2008**

COMPANY:

STREET ADDRESS:

CITY:

POSTAL/ZIP CODE:

PROVINCE/STATE:

COUNTRY:

MAILING ADDRESS, IF DIFFERENT:

FAX NUMBER:

()

PHONE

NUMBER:

()

CONTACT PERSON:

TITLE:

E-MAIL ADDRESS:

Proponent Meeting Response:

- We will be sending _____ (number) representatives to the Proponent meeting.
- We will not be attending but will likely be submitting a Proposal.

SCHEDULE 2
TO THE REQUEST FOR PROPOSAL
PROPONENT COVER SHEET

A person authorized to sign on behalf of the Proponent **must** complete and sign this Proponent Cover Sheet, leaving the rest of this page otherwise unaltered, and include the originally-signed and completed Proponent Cover Sheet with the first hard copy of the Proposal. The rest of this page must be otherwise unaltered and submitted as part of your Proposal. **The enclosed Proposal is submitted in response to the above-referenced Request for Proposal, including any addenda. Through submission of this Proposal, we agree to be bound by all of the terms and conditions of the Request for Proposal and agree that any inconsistent provisions in our Proposal shall be of no force or effect. We have carefully read and examined the Request for Proposal, including the administrative requirements in Section 1 of the RFP, and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree that subject to the terms and conditions of the RFP, we shall also be bound by statements and representations made in this Proposal.**

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or e-mail address (if available):</i>

**SCHEDULE 3
TO THE REQUEST FOR PROPOSAL**

FORM OF CONTRACT

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with PavCo substantially in accordance with the terms of the Form of Contract to be provided by PavCo. The Form of Contract will only be made available at the dates and times referred to in this RFP to Proponents who return to PavCo a signed Confidentiality Form (which will be provided by PavCo).

This Schedule 3 includes the attached Schedule A to the Form of Contract (*Description of Services*), Appendix 1 to Schedule A to the Form of Contract (*VCEC Best Practices and Quality Standards Excerpts*), and Appendix 2 to Schedule A to the Form of Contract (*Code of Conduct*).

SCHEDULE A

TO THE FORM OF CONTRACT

DESCRIPTION OF SERVICES

1. The Services consist of the following, on a NON-EXCLUSIVE basis, to the Clients of the VCEC, as such Services pertain to the convention, trade and consumer show industry and to facilities similar to the VCEC:

- (a) international freight forwarding services;
- (b) customs brokerage including facilitation of on-site customs clearance; and
- (c) ancillary services normally associated with the provision of the foregoing services.

2. In the provision of the Services, the Supplier shall not sell, re-sell or provide goods or services to PavCo's Clients that are provided directly by PavCo or by PavCo's other suppliers without the approval of PavCo, including, without limitation, material handling (drayage), general labour, housekeeping, operators of forklifts or other powered equipment, electrical services, booth vacuuming and cleaning, data/voice communications, internet services, plumbing specialty lighting, audio visual equipment and services, security services, and food and beverage.

3. The Supplier will ensure that all its employees, agents, representatives and subcontractors are licensed and otherwise hold and maintain in good standing all applicable authorizations, licenses and other approvals that may be required of any applicable Governmental Authority in connection with the Services (including, without limitation, as may be required pursuant to the *Customs Act* (Canada) and the *Customs Brokers Licensing Regulation*).

4. All of the Supplier's employees, agents, representatives and subcontractors who provide any of the Services under this Agreement will have a thorough knowledge of the VCEC.

5. All of the Supplier's employees, agents, representatives and subcontractors who provide any of the Services under this Agreement will be well groomed and will display a high standard of performance, conduct, competency, integrity and will comply with the terms of Article 13 of this Agreement.

6. PavCo will have the right to require the Supplier to immediately remove, temporarily or permanently, any staff that are for any reason unacceptable to PavCo from performing the Services under this Agreement and to require the Supplier to immediately replace such removed staff.

**APPENDIX 1
TO SCHEDULE A
TO THE FORM OF CONTRACT**

VCEC BEST PRACTICES AND QUALITY STANDARDS EXCERPTS

1. OUR COMMITMENT TO EXCELLENCE

1.1 Our Clients

We deliver exceptional customer service – professionally, promptly and courteously. We work in partnership with our Clients to understand their goals and collaborate to achieve these goals. We communicate clearly and openly, disclosing all information our Clients need to ensure their Event’s success at the VCEC. We are proactive, fair and consistent in addressing concerns and resolving issues.

1.2 Our Staff

Our staff are well trained, service-focused, responsible and accountable. We foster a healthy and supportive work environment that encourages growth, creativity and integrity. Our staff have a strong voice in how our facility delivers customer service.

1.3 Our Suppliers

Our suppliers offer expertise, specialized services and products and share in the VCEC’s Commitment to Excellence. Our suppliers are flexible and resourceful in meeting the needs of the VCEC and its Clients. Our suppliers conduct themselves ethically and professionally.

1.4 Our Facility

Our spaces are clean, functional, flexible and welcoming. Our facility’s technological infrastructure is current, highly accessible, efficient and easy to use. Our inventory of space, equipment and services is effectively managed to meet the diverse needs of our Clients.

1.5 Our Community

We generate millions of dollars in economic benefit to the Province of British Columbia and introduce thousands of international delegates to the products and services of local businesses and organizations. We provide employment, education and training for our community. We support, and encourage our staff and suppliers to support the social organizations that contribute to the quality of life in British Columbia.

1.6 Our Environment

VCEC and its suppliers will monitor and continually improve their environmental best practices to ensure ongoing responsible and sustainable use of resources. VCEC and its suppliers will continue to meet the BOMA GO GREEN criteria for industry approved, environmental best practices for management of the facility.

2. MEETING PROTOCOL

The following Meeting Protocol is required from all VCEC suppliers and staff:

- Arrive five (5) minutes early, fully prepared and with all documentation.
- Turn off cell phones and radios. Pagers are muted.
- Refrain from eating food and beverage before the Client does. The Event Manager will offer refreshment to the Client first, then the staff.
- Do not conduct side conversations during the meeting.

- Help “host” the meeting by creating a welcoming and comfortable atmosphere when the Client arrives.
- Complex issues are to be resolved outside of the pre-event meeting with key participants in attendance, chaired by the Event Manager.
- Each Client is to be advised of Guest Services, the Customer Service Centre, the Manager on Duty (“**MOD**”), First Aid, and a five-point review of the Emergency Procedures.

3. WHILE CLIENTS ARE ON-SITE

- Clients will be greeted on arrival by the MOD each day. Event Managers must see their Clients daily (with discretion based on complexity of the Event). Sales Managers to see Clients at least once during their Event.
- The MODs provide Clients with immediate and hands-on assistance for any changes or last-minute requests.
- Based on the complexity of the Event, each supplier is to have on-site representation to service and support the Client.
- Clients’ requests and changes are to be documented by MOD logs, food and beverage logs and floor orders that are signed by the Client or their designated signatory.
- All Event spaces and equipment are to be clean, well presented, and set to the Client’s specifications each day.
- All back-of-house areas are to be concealed by proper doors, partitions or other appropriate covering.
- All staff are to be aware of potential disruptions to Clients’ Events in back-of-house service areas. Noise is to be kept to a minimum.
- All staff are to use peepholes in doors before entering a meeting room, to reduce Client interruptions.
- All staff are to be familiar with the Events and Clients in-house during their shifts and carry a daily fresh sheet for reference.

4. OUR BEST PRACTICES FOR OUR SUPPLIERS: SUPPLIERS’ MINIMUM QUALITY STANDARDS

- Suppliers are to comply with all aspects of the *Employment Standards Act* (British Columbia) and follow all WorkSafe BC guidelines.
- Suppliers will be advised of all VCEC safety and emergency standards and requirements and will be required to follow and enforce all such standards and requirements with their own staff and with staff of non-official suppliers who work on-site.
- As part of the operating team at the VCEC, all suppliers must be vigilant and alert for unauthorized persons or activity at the facility.

- Suppliers will ensure that adequate training is provided to staff for handling of any equipment or chemicals, and certain duties are restricted to qualified staff only.
- All safety-related incidents must be reported and documented.
- Suppliers are to provide a tolerant and respectful workplace that is free of harassment or violence. Discrimination on the basis of race, gender, religion or sexual orientation will not be permitted.
- All suppliers celebrate the rich heritage of a multi-ethnic employee base. The official working language at the VCEC is English and all staff must be proficient in this language.
- Along with staff of VCEC, all suppliers work as a team to deliver the best customer service to external and internal Clients.
- Suppliers will follow VCEC guidelines and work collectively to effectively handle business inquiries and customer concerns.
- Suppliers are easily accessible and will follow the same business etiquette as established by the VCEC.
- All supplier staff are to be well briefed regarding Events that are in-house.
- All supplier staff are to be regularly briefed on the facility's emergency and evacuation procedures.
- Suppliers are to ensure their staff are kept abreast of up-to-date information and policies.

5. SUPPLIER STAFF AND SERVICE

- All staff must be able to competently perform their duties.
- All staff must be familiar with on-site Events.
- All staff must be familiar with the facility and its safety and emergency procedures.
- All staff will work closely with other suppliers to ensure all necessary tasks can be performed in a timely manner.
- All staff are to be watchful of unauthorized persons and activities in and around the facility and prevent unauthorized persons from entering restricted areas or notify Security through the GSC.
- All staff will have received the Employee Guidebook and are to be familiar with the Code of Conduct and appearance guidelines.
- Good personal hygiene is mandatory along with the approved and designated uniform for that position.
- Uniforms must be clean and tidy, complete with a nametag.

- All staff must interact with customers, visitors and co-workers in a courteous and professional manner.
- All staff must be responsible, service-focused, and responsive to radios and pagers, if applicable.
- Radios must be used only with the earpiece option.
- No personal pagers or cell phones are permitted while on duty.
- No personal or internal discussions with co-workers are permitted when in the presence of Clients.
- All equipment will be set-up a minimum of one hour prior to function start times.
- All staff will ensure that rooms are locked and alarmed when not occupied in order to safeguard any equipment in those rooms and that highly valuable pieces of equipment are removed from the rooms each evening.
- Unless pre-authorized by the VCEC Fire & Safety Officer or their designate, fire exits or emergency panels will not be blocked by set-ups of equipment.
- All equipment will be kept in good working order at all times.
- All cords will be taped down or covered by mats.
- When Clients rent equipment to operate on their own, staff will ensure that Clients are provided with an orientation on the operation of the equipment and advised on how to get further assistance if needed.

6. OUR ENVIRONMENTAL STANDARDS

- The facility's co-mingled recycling program is simple and straightforward to follow which encourages staff, suppliers, visitors and delegates to fully participate. Measures are taken to ensure all individuals are aware of the facility's commitment to recycling and that their participation is needed to support that commitment.
- Where vendors can be found to accept items, all items that are recyclable are recycled. This includes: food waste, batteries, lamps, ballasts, pallets, paper, plastics, metals, glass. The facility continually looks for vendors to accept materials for recycling.
- Goods and products made from recycled materials are used whenever possible.
- Contractors and suppliers who have demonstrated a commitment to recycling and using recycled materials will be favoured over those who do not.
- Clients will be involved in planning the recycling of their left-over convention and Event materials.
- HVAC is scheduled daily to match the levels of activity in various locations of the facility and based on each convention's program. HVAC is not scheduled during move-ins and move-outs.

- Only working lights are operated during set-ups, teardowns, move-ins and move-outs.
- The VCEC is a Power Smart convention centre and will maintain this status by ensuring that the systems which were upgraded are properly maintained for maximum long-term benefit.

**APPENDIX 2
TO SCHEDULE A
TO THE FORM OF CONTRACT**

CODE OF CONDUCT

1. The following behaviors are unacceptable and will result in disciplinary action:
 - discourtesy of any form to a guest or co-worker;
 - fighting, using threatening, obscene or abusive language or harassing a co-worker or guest in any way, including racial, gender and personal harassment;
 - engaging in disorderly conduct or horseplay;
 - refusing or failing to perform assigned work, to follow a supervisor's instructions or any act of insubordination;
 - solicitation of a tip or gratuity of any kind;
 - unauthorized statements of opinion to the media (television, radio, newspaper, etc.);
 - possession of a dangerous and/or prohibited weapon on VCEC property;
 - personal grooming including applying cosmetics and combing hair, smoking, eating, chewing gum or drinking while in view of the public;
 - failure to wear full and proper uniform;
 - wearing uniform, name badge or ID while not on VCEC property;
 - use, possession or being under the influence of any alcoholic, narcotic, intoxicating or similar substance while on VCEC property;
 - arranging visitations of relatives or friends while on duty;
 - wilful damage to VCEC property;
 - failure to report for duty as scheduled without acceptable notice to the employer;
 - stealing or attempting to steal property from any individual on VCEC premises or stealing or attempting to steal VCEC property; and
 - divulging access codes to unauthorized individuals or third parties.

2. Employees, agents, subcontractors and representatives must:
 - carry a valid ID at all times while on VCEC property;

- utilize the VCEC Personnel Entrances when entering and exiting either VCEC East or VCEC West;
- read the communication board(s) for Event information in order to fully understand the Event proceedings;
- be punctual and in prescribed uniform at specified shift time and at briefing location;
- turn in all lost and found items to the Security Office or Guest Services after making sure that the guest will not return to the area in search of the item;
- refer post Event lost and found enquiries to the Security Office or Guest Services;
- report any injuries or illness to the First Aid or Guest Services;
- take breaks in designated break areas and respect the non-smoking regulations in effect and communicated by signage about the facility.
- ensure that any articles removed from the premises are accompanied by written authorization issued by the respective department head.
- Any account of infractions to the VCEC Code of Conduct will be forwarded in writing to the shift supervisor or management representative for immediate disciplinary action.

**SCHEDULE 4
TO THE REQUEST FOR PROPOSAL**

EXCEPTIONS AND ALTERNATES

Set forth below are the Proponent's requests for exceptions and/or alternates from the terms and conditions set out in the Request for Proposal and Form of Contract. PavCo will determine in its sole discretion whether an Exception or Alternate is acceptable, and will take this into account in its evaluation of Proposals.

Article No.	Text of Original Article or Description of Original Specification	Proposed Revised Text or Revised Specification	Benefit to PavCo (risk and/or price reduction)