



REQUEST FOR PROPOSAL

No: 11-05-2077

CAMOSUN COLLEGE

3100 Foul Bay Road

Victoria, BC V8P 5J2

CAMOSUN INVITES PROPOSALS FOR THE SELECTION OF A QUALIFIED PROVIDER OF CANADIAN CUSTOMS BROKERAGE AND IMPORTING SERVICES FOR A THREE (3) YEAR PERIOD BEGINNING JULY 1, 2011 TO JUNE 30TH, 2014, WITH ONE (1) TWO YEAR OPTION TO RENEW UNTIL JUNE 30TH, 2016

SEALED PROPOSALS MUST BE RECEIVED IN THE OFFICE OF PURCHASING SERVICES, PAUL BUILDING, ROOM 201 ON OR BEFORE **2:00 PM, Friday, May 27th, 2011**. PROPOSALS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED. FAXED AND E-MAILED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSALS ARE IRREVOCABLE FOR 90 DAYS AS SET OUT IN THIS RFP UNTIL A CONTRACT HAS BEEN NEGOTIATED WITH THE SUCCESSFUL SUPPLIER OR THE RFP PROCESS IS TERMINATED.

THE RFP FORM ATTACHED AS SCHEDULE D MUST BE ATTACHED TO ANY PROPOSAL. **FAILURE TO DO SO WILL DISQUALIFY YOUR PROPOSAL.**

RFP CHECKLIST

The following is a checklist intended to assist the Supplier in ensuring that its Proposal is considered by Camosun.

- ___ Does your Proposal include a completed and **signed** RFP Form in the form attached to this RFP as Schedule D?

- ___ Is your Proposal **sealed**?

- ___ Is your Proposal correctly addressed and references the RFP number on the outside envelope?

- ___ Have you allowed enough time for your Proposal to be delivered before the **Closing Time** stated in the RFP?

- ___ Was the completed Acknowledgement Sheet found on page 5 of this RFP previously forwarded by fax to 250-370-3662, Attention: RFP 11-05-2077? Questions and answers will not be supplied to any Supplier who has not returned the acknowledgement sheet, completed and signed.

- ___ Have you sent Three (3) **sealed** copies of your Proposal as specified?

- ___ Have all prices been stated in **Canadian funds**, with all taxes extra?

- ___ Have all contractual or specification inquiries regarding this RFP been directed in writing by fax or email to Attention: Doug McCurdy at 250-370-3662 / mccurdyd@camosun.bc.ca unless other instructions exist in this RFP?

See instructions on page 1 and additional instructions in the RFP.

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Schedule A – Background

Schedule B – The Services

Schedule C – Proposal Evaluation

Schedule D – Proposal Form

Schedule E – Reference Documents (if applicable)

ACKNOWLEDGEMENT SHEET

Please complete this acknowledgement sheet and return by fax to 250-370-3662

Attention: RFP **11-05-2077**

SUPPLIER NAME:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

**SIGNING REPRESENTATIVE/
OFFICIAL (PRINTED OR TYPED
NAME):**

TITLE:

DATE:

1. INTRODUCTION AND SCOPE

1.1 RFP Terminology and Interpretation

Throughout this RFP, terminology is used as follows:

- (a) “Acknowledgment Sheet” means the Acknowledgment Sheet at page 5 of this RFP which must be submitted by each Supplier which wishes to submit a Proposal.
- (b) “Camosun” means Camosun College, a college organized and existing under the *College and Institute Act* (British Columbia).
- (c) “Closing Time” means 2:00 PM, Friday, May 27th, 2011
- (d) “Contract” means the written agreement between Camosun and the Supplier which is selected by Camosun to provide the Services as contemplated by this RFP.
- (e) “Evaluation Team” has the meaning set out in Section 2.1 of this RFP.
- (f) “Proposal” means a proposal to provide the Services made by a Supplier to Camosun in response to this RFP.
- (g) “Reference Documents” means the documents provided by Camosun to the Suppliers for their information and to assist the Suppliers in preparing their Proposals. As of the date hereof, the Reference Documents provided to the Suppliers are as listed in Schedule E.
- (h) “RFP” means this Request for Proposal.
- (i) “Services” means the services to be rendered by the Supplier as agreed between the Supplier and Camosun in the Contract. It is expected that the Services will correspond with requirements set out in Schedule B. The Supplier will set out the scope, terms and condition of upon which the Supplier proposes to deliver the Services in the Supplier’s Proposal.
- (j) “Supplier” means an individual or firm which provides Canadian Customs Clearance and Brokerage Services in good standing who or which submits, or intends to submit, a Proposal in response to this RFP.
- (k) The terms “must”, “mandatory” or “required” mean a requirement stipulated for all Proposals in this RFP which must be met in order for any Proposal to be considered by Camosun.
- (l) The terms “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.

1.2 Purpose and Intent

The purpose of this RFP is to obtain Proposals for the provision of the Services from established Suppliers, as described in this RFP.

1.3 Condition of Submitting a Proposal

No Supplier is under any obligation to submit a Proposal. If a Supplier submits a Proposal for consideration by Camosun, such submission will be accepted by Camosun on the express understanding and condition that the Supplier accepts all terms and conditions of this RFP, including all rights, discretions and privileges granted to Camosun pursuant to this RFP.

2. EVALUATION CRITERIA AND PROCEDURES

2.1 Evaluation Team

Camosun will establish an evaluation team (the “Evaluation Team”) to review the Proposals received. The Evaluation Team will be comprised of such individuals as Camosun, in Camosun’s unfettered discretion, deems appropriate to evaluate the Proposals in light of Camosun’s interests and the terms of this RFP.

2.2 Proposal Evaluation

Proposals will be evaluated to identify the Supplier who best demonstrates an understanding of the objectives of Camosun and who best demonstrates the ability, in the opinion of the Evaluation Team, to meet or exceed the requirements of Camosun in relation to the Services. The Evaluation Team will make its recommendation for the selection of the Proposal of a Supplier based upon the qualitative judgement of the Evaluation Team for total value relative to the following criteria:

- Experience of Supplier- 15 points
- Composition of Supplier's hands on local team – 5 points
- Availability and commitment to perform the Services – 15 points
- Demonstrated comprehensive efficient clearance processes – 25 points
- Cost effectiveness – 25 points
- References- 5 points
- Added value and unique offerings as determined by Camosun, in Camosun's unfettered discretion – 10 points

The information which should be provided by the Supplier to address the above criteria is set out in Schedule C.

2.3 Award by Camosun

Camosun reserves the right to award a Contract(s) for the Services in whole or in part. The lowest priced Proposal for the Services or any part of the Services will not necessarily be accepted. In the event that no Proposal be received by Camosun which is acceptable to Camosun, in Camosun's unfettered discretion, Camosun reserves the right to:

- Call for new Proposals based on revised scope, or
- Negotiate an agreement for the delivery of all or part of the Services on a sole source basis, or
- Discontinue the RFP process and its efforts to identify a suitable Supplier, or
- Take such other action as Camosun, in Camosun's unfettered discretion, deems appropriate.

2.4 The Contract

The Contract award will use a General Services Contract, subject to revision as required in light of the Proposal accepted by Camosun, and in particular, to ensure that the provisions relating indemnity, insurance and liability conform with the provisions of this RFP.

2.5 Presentations

Suppliers **may** be asked to make a presentation to the Evaluation Team, at a time to be advised, on Thursday, June 9th, 2011. Notification of presentation times will be given to Suppliers after Wednesday, June 1st, 2011. If a Supplier declines to make a presentation when requested to do so, such Supplier may be disqualified.

2.6 Negotiation Delay

If a Contract is not settled between Camosun and any Supplier approved to deliver the Services by Camosun within 30 days of notification of approval, Camosun may, in its sole discretion, terminate negotiations with that Supplier and negotiate an agreement with another Supplier of its choice or take any of the other actions set out in Section 2.3.

3. PROPOSAL PREPARATION AND SUBMISSION

This Section 3 sets out the expectations of Camosun in relation to the preparation and submission of Proposals and related procedures which are to be followed by all Suppliers. Suppliers are cautioned to carefully read and address the expectations in this RFP, as any deviation may cause Camosun to reject their Proposals.

3.1 Closing Time

Three (3) sealed and completed copies of each Proposal must be received on or before the Closing Time, as shown on the clock of the Camosun Purchasing Department office on May 27th, 2011, at:

Camosun College
Purchasing Department
Request for Proposal # 11-05-2077
Paul Building, Room 201
3100 Foul Bay Road
Victoria, BC
V8P 5J2

It is the responsibility of the Supplier to allow sufficient time for delivery of their Proposal by the Closing Time. Camosun will, upon receipt of Proposals delivered by Canada Post or courier, make every effort to assist the Suppliers to immediately route the Proposal to the Purchasing Department. However, Camosun assumes no responsibility for Proposals that are not received by the Camosun Purchasing Department by the Closing Time, regardless of the reason.

Proposals sent via facsimile or other means of electronic transmission will not be accepted.

3.2 Rejection

Proposals will be disqualified and will be returned to the Supplier if they are:

- (a) Not sealed;
- (b) Contain copies of Reference Documents which have been altered contrary to Section 4.13
- (c) Received at the Camosun Purchasing Department after the Closing Time;
- (d) Received without the completed Proposal Form annexed hereto as Schedule D; or
- (e) Not duly signed by an authorized officer of the Supplier.

3.3 Questions Arising from the Proposal Process

Information with respect to Camosun's customs clearance requirements, obtained from any source other than Camosun's Coordinator, Purchasing Services is not official and may be inaccurate. If a Supplier believes that it has questions that are important to its Proposal, such Supplier should fax such questions by 8:30 AM, Monday, May 23rd, 2011 to 250-370-3662 Attention: RFP 10-05-2077. Camosun will endeavor to provide a response to any Supplier who has submitted a question within 3 business days. Camosun will provide a copy of the question and Camosun's response thereto to all Suppliers who have been invited to submit Proposals or who have returned the completed Acknowledgement Sheet.

3.4 Revisions of Proposals

Up to the Closing Time, Proposals may be amended or withdrawn by notice in writing, signed by the Supplier of record. Thereafter, a Proposal cannot be amended.

3.5 Additional Information

Proposals may contain such information as the Supplier deems relevant, whether or not specifically requested by this RFP.

3.6 Opening of Proposals

A public opening of Proposals will not occur. Opening of Proposals will be by Camosun Purchasing staff and may include other Camosun employees that are directly involved with the RFP. Proposals which are not disqualified pursuant to Section 3.2 will be forwarded immediately to the Evaluation Team for evaluation.

4. GENERAL TERMS AND CONDITIONS

4.1 Currency

All prices are to be in Canadian funds, all taxes extra.

4.2 Payment Discount

The Supplier will allow a _____% discount if the Supplier’s accounts are paid within _____ days of receipt by Camosun.

4.3 Ownership of Proposals and Freedom of Information

Camosun acknowledges there may be commercial information and design innovation and know-how which forms part of a Proposal and, subject to this Section 4.3, Camosun agrees to hold such information in strictest confidence. After acceptance of a Proposal, the material contained in the successful Proposal will be incorporated, as applicable, into the Contract. Camosun will have the right to use such material in the future, in any way that Camosun may choose in relation to Canadian Customs brokerage. Camosun will require the successful Supplier to assign to Camosun a license to use any copyrighted items produced or provided by the Supplier for whatever purpose Camosun requires them to be used in relation to Canadian Customs Brokerage.

All documents submitted become the property of Camosun. Suppliers are advised that the information contained in Proposals and subsequent Contract documents may be subject to access under provisions of the *Freedom of Information and Privacy Act* (British Columbia). Further, Camosun has a contractual requirement to provide, upon request, a copy of any Purchase Order issued as a result of this RFP to CUPE Local 2081, subject to the *Freedom of Information and Protection of Privacy Act*. In addition, Camosun is entitled to disclose all documents submitted to the Ministry of Advanced Education, the Ministry of Finance and with the professional advisors of any person with whom Camosun is authorized to disclose such documents, including Camosun’s own professional advisors.

4.4 Notification of Changes/Addenda

Camosun reserves the right to issue Proposal addenda at any time and from time to time up until 4:00 PM, Thursday, May 26th, 2011 with respect to anything contained in the RFP, and reserves the right to issue addenda extending the Closing Time but not otherwise amending this RFP, up to and including the Closing Time. It will be the duty of each Supplier to ensure that all addenda have been obtained. Camosun will issue each addendum to all Suppliers who have submitted an Acknowledgment Sheet to Camosun. Acknowledgement is hereby made of receipt and inclusion of the following addenda to the tender documents:

Addendum No. _____ dated _____ : _____ pages
Addendum No. _____ dated _____ : _____ pages
Addendum No. _____ dated _____ : _____ pages
Addendum No. _____ dated _____ : _____ pages

4.5 Validity of Proposal

All Proposals must remain valid and open for acceptance for a period of 90 consecutive days from the Closing Time.

4.6 Suppliers' Experience Requirements

Camosun will only consider Proposals from Suppliers who demonstrate to the satisfaction of the Evaluation Team that such Suppliers have the ability to provide the expertise and resources to perform the Services as required by the Contract. To this end, the Suppliers should provide particulars of instances when they previously provided services similar to the Services and produce satisfactory references in this regard.

Any Supplier who is unable to satisfy these requirements will be disqualified from the RFP process.

Camosun reserves the right to disqualify from the RFP process any Supplier which has previously failed to complete its obligations under any prior contract with Camosun or which has any affiliate, shareholder, member, director or officer who or which has failed to complete their respective obligations under any prior contract with Camosun.

4.7 Suppliers' Expenses

Suppliers are solely responsible for their own expenses in preparing a Proposal and for subsequent presentations and negotiations with Camosun. In no event will Camosun be liable to any Supplier for any claims, whether for costs or damages incurred by the Supplier in preparing its Proposal or lost profits claimed or by reason of such Supplier not having the opportunity to enter into a Contract with Camosun or by reason of Camosun terminating any Contract when permitted to do so.

4.8 Limitations of Damages and Other Remedies

In the event that, notwithstanding Section 4.8 a Supplier is entitled to make a claim against Camosun in relation to this RFP for whatever reason, in no event will the Supplier be entitled to recover an amount in excess of the reasonable costs incurred by the Supplier in preparing its Proposal, or if a Supplier is accepted as the preferred Supplier, such Supplier's reasonable costs of negotiating the Contract. The Supplier, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Supplier for any reason whatsoever or such Contract is terminated as permitted by this RFP.

In the event that a Supplier disputes the selection of another Supplier by Camosun as the party with whom Camosun will negotiate the Contract or the award of the Contract to another Supplier, such dispute will not prevent Camosun from proceeding with negotiation and finalization of the Contract with the successful Supplier, nor will the dispute prevent Camosun from proceeding to implement the Contract with such successful Supplier. The Supplier agrees that in no event will any dispute by any Supplier delay the provision of Canadian Customs Brokerage.

4.9 Acceptance of Proposals

This RFP will not be construed as a contract to purchase goods or services. Camosun is not bound to accept the lowest price nor is Camosun obligated to accept any Proposal. Proposals will be assessed in light of the evaluation criteria, outlined in **2.0 Evaluation Criteria and Procedures** but will also be evaluated in light of the funding available to Camosun to require brokerage services.

Subsequent to the submission of Proposals, meetings and discussions may be undertaken with any or all Suppliers who have submitted Proposals, but Camosun will be under no obligation to receive further information, whether written or oral, from any Supplier nor to disclose the nature of any Proposal received. Camosun will not be obligated in any manner to any Supplier pursuant to this RFP until a written agreement has been executed relating to an approved Proposal.

4.10 Change in Scope

Camosun reserves the right to issue addenda modifying the terms of this RFP at any time, up to and including to 4:00 PM, Thursday, May 26th, 2011, in Camosun's unfettered discretion, and in particular, Camosun reserves the right, without invalidating the RFP, to alter, add to, or deduct from the Services described in this RFP. Such changes will be advised in writing by Camosun to the Suppliers and the impact of any such changes must be addressed in each Supplier's Proposal. Subsequent to the appointment by Camosun of the preferred Supplier of the Services, Camosun reserves the right to alter, add to, or deduct from the Services as set out in such Suppliers Proposal, and the impact of any such changes will be addressed in the Contract, as negotiated and settled between such preferred Supplier and Camosun.

4.11 Reference Documents

While Camosun has used considerable effort to ensure an accurate representation of information in the Reference Documents and this RFP, the information contained in the Reference Documents and this RFP is supplied solely for the information of and as a guideline to Suppliers. Such information is not guaranteed or warranted to be accurate by Camosun, nor is it necessarily comprehensive or exhaustive. Nothing in the Reference Documents and this RFP is intended to relieve Suppliers from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

4.12 Alterations to Reference Documents

A Supplier may incorporate all or any part of the Reference Documents in its Proposals. A Supplier must not alter any portion of the Reference Document, with the exception of adding the information requested in such Reference Documents or as may be explicitly disclosed in the Supplier's Proposal.

4.13 Negotiation of Contract

Notice in writing to a Supplier of the acceptance of its Proposal by the Camosun will not bind Camosun to retain the Supplier to perform the Services, but will only bind Camosun to negotiate in good faith the terms and conditions of the Contract upon which the Services will be performed by the Supplier. Any Proposal of a Supplier which is accepted by Camosun will serve as the basis for negotiations of a Contract for provision of Services by such Supplier to Camosun, but Camosun will not be bound to agree to any term or condition which may be contained in such Proposal. No Supplier will acquire any legal or equitable rights or privileges with respect to the provision of the Services to Camosun until a Contract has been signed sealed and delivered by both the Supplier and Camosun.

4.14 Assignment of Contract

No Supplier will have any rights pursuant to this RFP or by virtue of having its Proposal accepted which are capable of transfer or assignment to any person. The Contract will contain provisions pursuant to which the Contract cannot be transferred or assigned without the consent of Camosun, in its unfettered discretion. The Contract will limit the subcontracting of Services without the prior written consent of Camosun, not to be unreasonably withheld.

4.15 Acceptance of Terms

By submitting a Proposal, a Supplier will be deemed to have accepted all of the terms and conditions of this RFP. Any terms and conditions contained within a Proposal which are inconsistent with this RFP will not be binding upon Camosun, even if such Proposal is accepted by Camosun, unless Camosun expressly agrees to the contrary at the time of acceptance.

4.16 Termination

Camosun may terminate the Contract with the supplier at any time if, the supplier becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed.

Camosun may terminate the Contract in whole or in part if the Supplier defaults in the fulfillment of any or all of its obligations under the Contract provided that; except in the case

where Camosun acting reasonably deems it impractical, the Supplier shall be entitled to cure the default within 30 days period or as mutually extended by agreement between Camosun and the Supplier, shall entitle Camosun to terminate the contract immediately.

In the event that Camosun does terminate the Contract in whole or in part as specified above, Camosun may procure items or services similar to those so terminated and the Supplier may be liable to Camosun for any excess costs for such similar items or services.

Notwithstanding the provisions specified above, Camosun shall be entitled at anytime during the Contract to terminate the Contract upon written notice to the Supplier. Upon receipt of written notice of termination, the Supplier shall discontinue providing the services in accordance with the notice.

4.17 Governing Law

The Agreement will be construed under and according to the laws of the Province of British Columbia the parties irrevocably submit to the jurisdiction of the Courts of the Province of British Columbia.

4.18 Internal Complaint Process

The Purchasing Department will follow the formal protest hearing process for any complaints which may be filed in accordance with the Agreement on Internal Trade. In no event will any complaint delay the negotiation of the Contract with the Supplier selected by Camosun.

4.19 No Partnership or Agency

In no event will a Supplier be a partner or agent of Camosun. The relationship of Camosun and the Supplier will be that of independently contracting parties and subject to the limitations set out in the Contract.

5. CONFIDENTIALITY AND SECURITY

5.1 Non-Disclosure

Neither this RFP nor any portion hereof nor any portion of the Reference Documents, will be used by the Supplier for any purpose other than the submission of Proposals. Information pertaining to Camosun obtained by the Supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from Camosun, as applicable. Suppliers will not confer with each other in relation to this RFP or any Proposal which they may make.

5.2 Security Standards

The Supplier must maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining confidentiality of information gained while making this Proposal, negotiating a Contract and carrying out the Services.

5.3 Conflict of Interest/Code of Conduct

Suppliers must comply with the Camosun Conflict of Interest Policy in all respects. Camosun Conflict of Interest Policy states in part “No conflict will exist between the private interest of employees and the discharge of their duties or the operation of Camosun.” And “Employees, in the performance of their duties, will not give preferential treatment to relatives or friends, or to organizations in which they or their relatives or friends have an interest, financial or otherwise.”

A full copy of the Conflict of Interest policy can be obtained at:

<http://www.camosun.bc.ca/about/policies/operations/o-5-human-resources/o-5.11.pdf>

or by requesting a faxed copy of this policy by calling the Purchasing Office at 250-370-3044.

The Supplier is required to fully disclose the name(s) of any Camosun employee who may be in a conflict of interest should the Supplier be successful.

5.4 No Lobbying

Until Camosun announces the preferred Supplier, this RFP, Suppliers must not attempt to communicate directly or indirectly with any employee, contractor, consultant or representative of Camosun, including the Evaluation Team or with any elected officials of the Province or any person known by the Supplier to be on the Evaluation Team, other than Camosun's Coordinator, Purchasing Services without the written consent of such Coordinator. In this regard, all contractual or specification inquiries must be directed in writing by email or fax to Doug McCurdy, Coordinator, Purchasing Services; mccurdyd@camosun.bc.ca or 250-370-3662. Camosun reserves the right to disqualify any Supplier from submitting a Proposal if such Supplier fails to adhere to the provisions of this Section 5.4. Under no circumstance will a Supplier communicate with members of the public or the media about the college's Customs Brokerage requirements, a Proposal or a Contract, other than as expressly directed or permitted by Camosun.

5.5 Disqualification

Any disclosure by a Supplier contrary to Section 5 of this RFP will entitle Camosun to disqualify the offending Supplier from the RFP process and any future business dealings with Camosun.

6. LICENSING, LAW, PERMITS AND TAXES

6.1 Legal Compliance

The Supplier will comply with all applicable federal, provincial and municipal laws and regulations relating to the Services and will pay for all permits and certificates required in the performance of the Services.

6.2 Licensing

The Supplier must be licensed to perform the Services under all applicable acts and regulations of the Province of British Columbia. Licenses must be in good standing throughout the duration of the Contract. Failure to maintain licenses and qualifications will constitute a breach of the Contract.

6.3 Taxes

The Supplier will pay in full any applicable federal, provincial and municipal taxes which are the obligation of the Supplier and which are in force for the time being, throughout the duration of the Contract.

6.4 WCB

The Supplier will be registered in good standing with the Workers' Compensation Board of British Columbia for the duration of the Contract.

6.5 Safety and Health and Harassment/Human Rights

Camosun has published Safety and Health and Harassment/Human Rights policies. All Suppliers must perform all work following these guidelines in addition to all applicable laws. A full copy of the Safety and Health and Harassment/Human Rights policy can be obtained by requesting a faxed copy by calling the Purchasing Office at 250-370-3044.

7. INSURANCE

7.1 Mandatory Insurance Terms

All the insurance policies which the Supplier is required to obtain will provide:

- (a) that the insurance will not be cancelled, or materially changed in any way without the insurer giving at least thirty days (30) prior written notice to Camosun;

(b) will be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia;

(c) will be at no expense to Camosun;

7.2 Supplier's Insurance Coverage

The Supplier must, without limiting the Supplier's obligation or liabilities and at the Supplier's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the College:

- 1) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the College as an additional insured;
 - ii. be endorsed to provide the College with 30 days advance written notice of cancellation or material change; and
 - iii. include a cross liability clause.
- 2) Professional Liability in an amount not less than \$1,000,000.00 per claim, insuring the Supplier's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the College 30 days advance written notice of cancellation.

All insurance must be primary and not require the sharing of any loss by any insurer of the College.

The Supplier must provide the College with evidence of all required insurance in the form of a completed Certificate of Insurance:

- a. within 10 working days of commencement of the Services;
- b. if the insurance expires before the end of the term of this Agreement, within 10 working days of expiration; and
- c. Notwithstanding (a) or (b) above, if requested by the College at any time, the Contractor must provide to the College certified copies of the required insurance policies.

The Supplier shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

Camosun's Insurance Coverage

Camosun will provide for its own benefit, as well as for the benefit of the Supplier and its sub-consultants:

(a) Comprehensive General Liability coverage protecting Camosun, the Supplier, the Supplier's sub-consultants and their respective servants, agents or employees against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Supplier, the Supplier's sub-consultants, and their respective servants, agents or employees under this agreement. Such insurance will be for an amount of \$10,000,000.00 inclusive for any one occurrence, and will include a standard form of cross-liability clause. Camosun, the Supplier and his sub-consultants will observe and cause to be observed the terms, conditions and exclusions of such coverage and will be responsible for any failure to do so. Completed operations coverage will be maintained by Camosun for a period of not less than 24 months after the performance of the work; and

(b) All Risks Coverage covering all property of every description to be used in the delivery of customs brokerage services, including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the college while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by Camosun.

The Supplier and the Supplier's sub-consultants will observe or cause to be observed, the terms, conditions and exclusions of Camosun's coverage and be responsible for any failure to do so. This insurance will not cover any tools or equipment owned or rented by the Supplier or any sub-consultant.

Certificates evidencing Camosun's insurance may be obtained upon request to Camosun.

7.3 Loss

In the event of loss, the Supplier will immediately notify Camosun with full details of the incident. The Supplier will act in the best interests of Camosun and any adjustment of the loss with Insurers and repairs will be carried out subject to the instructions of Camosun. The Supplier will be entitled to such reasonable extension of time for completion of his services as Camosun may decide.

7.4 Indemnity

Notwithstanding the provision of insurance coverage by Camosun, the Supplier hereby agrees to indemnify and save harmless Camosun, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "claims") that Camosun may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Supplier or the Suppliers sub-consultants, servants, agents or employees, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of Camosun, its other consultants, assigns and authorized representatives or any other person.

8. REFERENCES

8.1 References

Proposals must include at least 3 references for similar or relevant organizations (for which the Supplier provided brokerage services) and include a contact name (key decision-maker), address, phone number and email address. A clear indication of the services provided by the Supplier in each of these references must be included.

SCHEDULE A

SERVICES BACKGROUND

Camosun College is a dynamic and innovative community college and is one of the most comprehensive public post-secondary institutions in the Province of British Columbia. The college offers a variety of programs including Career, Technical, Vocational, first and second year University Transfer, Adult Basic Education and English as a Second Language. As well, the college offers several co-op opportunities through the Co-Operative Education Programs (accredited by the Canadian Association for Co-Operative Education)

Our two campuses serve approximately 12,500 learners (8,600 full-time equivalents) registered in degree, diploma and certificate programs and a further 7,400 registrants in courses offered through our continuing education department. Each year Camosun welcomes over 500 Aboriginal students from over 50 Nations and over 700 International students. The College employs approx.1000 staff, has 50 building, and occupies a physical footprint of 120 acres, shared between the Interurban and Lansdowne campuses with an annual budget of \$100 million.

Camosun is also home to the Pacific Institute for Sport Excellence, a 117,570 sq ft centre which will eventually serve more than 18,000 students, 1,400 high performance Canadian athletes and thousands of Greater Victoria community members each year

Campus locations are:

Lansdowne Campus
3100 Foul Bay Road
Victoria, B.C. V8P 5J2

Interurban Campus
4461 Interurban Road
Victoria, B.C. V9E 2C1

Pacific Institute for Sport Excellence
4371 Interurban Rd.
Victoria, B.C. V9E 2C5

Additional information about Camosun can be obtained from Camosun's website at www.camosun.bc.ca

SCHEDULE B
THE SERVICES

SPECIFICATIONS/REQUIREMENTS

The services listed below are the minimum Services that should be addressed in your Proposal. If the Supplier has other services to offer which would benefit our customs clearance services the Supplier is encouraged to include them in its Proposal.

Camosun is seeking a qualified and experienced partner to act as our customs clearing agent for shipments to the college from the US and abroad. While the bulk of shipments to the college originate in Canada and do not require customs clearance, the college also receives products from both the United States and abroad. We estimate an average of two shipments per week, inconsistently throughout the school year which require brokerage services. The value of the shipments vary and are inconsistent in value but could possibly range from as low at \$200.00, to as high at \$250,000.00 with a typical value of approximately \$2000.00 and greater. Shipments are a result of a single Purchase Order and we do not consolidate shipments. We do not import goods and then export out. Shipments from the U.S. originate and are manufactured in the U.S. Most of our shipments are cleared at the port of Vancouver. Our payment terms are 30 days from invoicing. Invoicing must be clear, concise and broken down to show individual charges and taxes, referencing the original Purchase Order.

Note that the college Bookstore acts as a separate business within the college community and as such administers bookstore shipments directly. The college bookstore wishes to be listed as a separate user on this RFP and reserves the right to accept or not, the services of the awarded proponent, should an award be given.

Services we require, but not limited to, are:

- Timely Customs release of goods, prima facie classification and filing of entries with Canada Border Services Agency
- Collection and maintenance of NAFTA Certificates of Origin
- Determination of duties and taxes owed and facilitation of payments to the Canadian government
- Filing of duty drawbacks and processing of claims
- Consulting to review processes to remain as cost effective and efficient as possible in relation to goods released for final delivery
- Logistics advise toward the expediting of the movement of goods.
- Clear and transparent accounting and billing processes to the college's Accounts Payable department

SCHEDULE C
PROPOSAL EVALUATION

Please provide the following information for each evaluation factor.

- Experience of Supplier- 15 points
- Composition of Supplier's hands on local team – 5 points
- Availability and commitment to perform the Services – 15 points
- Demonstrated comprehensive efficient clearance processes – 25 points
- Cost effectiveness – 25 points
- References- 5 points – Proposals must include at least 3 references for similar or relevant organizations (for which the Supplier provided brokerage services) and include a contact name (key decision-maker), address, phone number and email address. A clear indication of the services provided by the Supplier in each of these references must be included.
- Added value and unique offerings as solely determined by Camosun – 10 points
 - Set out specific offerings as to improvements which can be offered in providing customs brokerage services. Discuss the likely cost impact of such offerings. Whether such offerings are of value to Camosun, and the extent of such value will be determined in the sole and unfettered opinion of Camosun.
 - Special services which could be provided for Camosun.
 - Information which the Supplier believes to be relevant to the service requirements that have not been adequately solicited by this document (such as a corporate sponsorship policy, corporate policy on education, policy on maintaining leadership in the Suppliers area of expertise)
 - Additional related services which the Supplier may be able to provide.
 - Any other information or offering which the Supplier may believe to be an incentive to the consideration of its Proposal.

**SCHEDULE D
PROPOSAL FORM**

Project Title: Canadian Customs Brokerage Service
Location: Victoria, British Columbia

Submitted to: Camosun College
Purchasing Department
Request for Proposal # 11-05-2077
Paul Building, Room 201
3100 Foul Bay Road
Victoria, B.C.
V8P 5J2

We, the undersigned (the “Supplier”) hereby submit our Proposal to provide the Services, in response to and subject to the terms and conditions of the Request for Proposals made by Camosun dated May 4th, 2011 and all Addenda issued to date in respect thereof (collectively, the “RFP”) in relation to Canadian Customs Brokerage Services

Definitions

Unless a contrary intention is clearly indicated herein, terms and expressions used in this Proposal and not defined herein, but which are defined in the RFP, have the meanings given to them in the RFP.

Proposal Firm and Irrevocable

This Proposal constitutes a firm offer to Camosun, which we agree is irrevocable, binding on us, and cannot be withdrawn until 90 days after the Closing Time stipulated in the RFP (or such later Closing Time as may be extended by Camosun by addenda), or until the Contract for the Services is executed and delivered by both Camosun and a provider of the Services who is not the Supplier, whichever is earlier.

We agree that if the Supplier is accepted by Camosun, the Supplier will finalize the Contract generally in accordance with the RFP and within 8 weeks of the public announcement by Camosun of the Supplier for the Services. If the parties do not finalize the Contract to the satisfaction of Camosun during this time period, then the Supplier agrees and acknowledges that Camosun is entitled to break off negotiations with the Supplier and make alternative arrangements for the provision of the Services, if Camosun so chooses.

Performance

We agree to perform the Services to the quality, in the manner specified in, and in full compliance with the RFP, and agree to assume all obligations and liabilities imposed upon the Supplier by the RFP. We agree that if our Proposal varies from any terms or conditions set out in the RFP, even if we are accepted as Supplier, this does not mean that Camosun accepts any such variances.

Price

We agree:

- a) to perform the Contract and to accept, as full compensation therefore, the applicable payments specified in our Proposal; and
- b) that, unless otherwise expressly stipulated in the Contract, we will receive no payment or other compensation under the Contract.

All prices stated in our Proposal, and in any submissions included with or incorporated into our Proposal, are expressed in Canadian currency and are all-inclusive, excluding GST.

RFP Review

We agree that this Proposal is subject to the provisions of the RFP, including all privileges, exclusions and limitations of liability in favour of Camosun. We have notified Camosun of any deficiencies in, or omissions from the RFP. We certify that we have examined and are fully familiar with all of the provisions of the RFP and any addenda issued pursuant thereto; that we have carefully checked all the facts and figures and all statements made in this Proposal; that we have conducted such investigations as are prudent and reasonable in preparing this Proposal, including a thorough review of the Reference Documents if any and all such other matters which may in any way affect our performance of the Services.

No Collusion or Conflict

In preparing and submitting this Proposal, we represent, warrant and confirm that we have not discussed or communicated, directly or indirectly, with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any other such person regarding the content or presentation of their Proposals. This Proposal has been submitted without any connection, knowledge, collusion, comparison of figures or arrangement with any other person who is submitting a Proposal to supply the Services or any employee, agent or representative of any such person. Neither we, nor any of our partners (if we are a partnership), or any of our members (if we are a joint venture or consortium), have any interest whatsoever in the Proposal of any person who is submitting a Proposal to provide the Services, either directly or indirectly, and we have not entered into any formal or informal arrangement, agreement or understanding before the submission of this Proposal that would have such a result.

Evidence of Authority

By executing this Proposal, each of the undersigned parties and persons represent and warrant that it has full authority to do so and to bind the corporation(s), joint venture(s), consortium (consortia) and partnership(s) on whose behalf they have executed this Proposal, and that the Proposal is binding and enforceable against them in accordance with its terms. If required by Camosun, the undersigned will provide evidence of good standing of the corporation(s), the joint venture(s) or the partnership(s) which constitute the Supplier, together with evidence that the person(s) signing this Proposal on their behalf is/are authorized to bind the Supplier (and also each member of any joint venture, consortium or partnership forming the Supplier) to this Proposal and to the Contract contemplated by this Proposal.

IN WITNESS WHEREOF we have executed this Proposal as of the ____ day of _____, 2011.

Supplier:

(Name)

(Street Address or Postal Box Number)

(Apply Seal if Available)

(City, Province & Postal Code)

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

Witness: _____

IF THE SUPPLIER IS A JOINT VENTURE:

Executed and delivered by:

(Name)

(Street Address or Postal Box Number)

(Apply Seal if Available)

(City, Province & Postal Code)

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

(Name) _____

(Street Address or Postal Box Number) _____

(Apply Seal if Available)

(City, Province & Postal Code) _____

Authorized Signatory: _____

Name & Title: _____

(Please Print or Type)

SCHEDULE E
REFERENCE DOCUMENTS

