



REQUEST FOR EXPRESSIONS OF INTEREST

PNE AMPHITHEATRE REDEVELOPMENT

RFQ No. PS20191397

Issue Date: November 1, 2019

Issued by: City of Vancouver (the "City")

IN RESPECT OF
Event venue partnership arrangements for the proposed redevelopment of the PNE
Amphitheatre

REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20191397 (the “RFEOI”)

EXPRESSIONS OF INTEREST WILL NOT BE PUBLICLY OPENED.

NOTES:

1. An Expression of Interest should be submitted by email prior to 3:00pm on **December 12, 2019** (the “**Closing Time**”) in accordance with the following:
 - Subject of the file to be: PS# - Title - Vendor name.
 - Document format for submissions:
 - Schedule 1-5 in PDF format, - 1 combined PDF file, and;
 - Any additional attachments if required.
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
2. Each Expression of Interest must be marked with the vendor’s name and the RFEOI title and number.
3. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. **DO NOT SUBMIT EXPRESSIONS OF INTEREST BY FAX.**
5. All queries related to this RFEOI should be submitted in writing to the attention of:

Donabella Bersabal, Contracting Specialist
Email: donabella.bersabal@vancouver.ca
(the “**Contact Person**”)

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PNE AMPHITHEATRE REDEVELOPMENT
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SECTION 1 GENERAL INFORMATION

1.1 Introduction

The City of Vancouver (the “City”) and the Pacific National Exhibition (the “PNE”) are seeking expressions of interest (“Expressions of Interest”) from potential successful, innovative, and forward-thinking commercial or non-profit partners with expertise in event venue partnership arrangements for the proposed redevelopment of the PNE Amphitheatre venue currently operated and managed by the PNE and located within Hastings Park.

1.2 Background

1.2.1 In December of 2010, Vancouver City Council (“Council”) adopted the [HP-PNE Master Plan](#), which is a multi-year redevelopment program that aims:

- a. To create a green, more active, year-round destination, one that will see the renewal of the annual PNE Fair and Playland;
- b. To provide amenities that support a mix of community and commercial uses on the site;
- c. To improve connections to the waterfront at New Brighton Park and surrounding community;
- d. To create a cultural hub with year round festivals, events and performances. This would be complemented with new park space (planned total of 76 acres from a current total of 27 acres).

1.2.2 The HP-PNE Master Plan was the result of several years of public consultation and planning and will guide the long-range redevelopment of Hastings Park and the PNE.

1.2.3 A key component of the HP-PNE Master Plan is the creation of a celebration area within Hastings Park called “Heart of the Park”. The HP-PNE Master Plan envisions this area as the home of flexible, programmable spaces suitable for festivals, events, and day-to-day usage from a new active, urban destination. The “Heart of the Park” is centred on a renewed Amphitheatre, Festival Plaza, and Livestock Building. This RFEOI relates to the Amphitheatre space, which is shown in **Appendix A**.

1.3 Scope of Work

The City seeks written submissions from Proponents in the form of Expressions of Interest who have experience in partnering with public entities on outdoor concert/event venues. Details of the scope of work are found on **Schedule 1 - Description of Requirements**.

1.4 Key Dates

An information meeting will be held to enable Respondents to seek clarification with respect to any aspect of the RFEOI in a group forum.

Respondents should take note of the following dates:

| Event | Time and Date |
|---|--|
| Deadline for submission of Information Meeting registration form (Schedule 2 of this RFEOI) | Thursday, November 14, 2019 |
| Information Meeting to be held at 2 nd Floor, Business Centre Meeting Room Vancouver City Hall, 453 West 12 th Ave. | Friday, November 15, 2019 at 1:00 p.m. |

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PNE AMPHITHEATRE REDEVELOPMENT

| | |
|------------------------|--|
| Vancouver, V5Y 1V4 | |
| Deadline for Enquiries | Thursday, December 5, 2019 |
| Closing Time | Thursday, December 12, 2019 at 3:00 pm |

1.5 Sustainability

1.5.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each City vendor is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Expressions of Interest, to the extent applicable.

1.6 RFEI Process

1.6.1 Interested parties ("**Respondents**") are required to respond to this RFEI in accordance with the instructions set forth in this RFEI.

1.6.2 Expressions of Interest are being requested in order to afford the City of Vancouver the opportunity to gauge such responses and evaluate Respondents' expertise, so that the City may then conduct a more formal procurement process, tailored (as determined in the City's discretion) to the responses received and limited, should the City so determine, to all or some of the RFEI Respondents. The City currently anticipates that it will carry out a request for proposals and that the same will be released to multiple qualified Respondents during the period stated in **Schedule 1 – Description of Requirements**.

1.6.3 Notwithstanding the foregoing, the City may, as a result of the RFEI, decide to proceed directly to negotiate a contract with an outstanding Respondent (or the sole qualified Respondent, if there is only one).

1.6.4 The RFEI process is aimed at encouraging businesses with the required level of expertise to participate. Respondents should ensure that their Expressions of Interest demonstrate expertise in event venue partnership arrangements as required in this RFEI.

1.6.5 Any potential Respondent is requested to refrain from submitting an Expressions of Interest if it is not willing to submit bona fide proposal or tender in relation to the subject matter of the RFEI if the City invites the Respondent to participate in a request for proposals or invitation to tender.

1.6.6 If a potential Respondent believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the potential Respondent is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

1.7 RFEI Documents

1.7.1 This RFEI consists of:

- (a) the cover page hereof and sections 1 through 7 hereof; and

- (b) schedules as follows:
 - (i) Schedule 1 – Description of Requirements;
 - (ii) Schedule 2 – Intent to Attend Information Meeting;
 - (iii) Schedule 3 – Letter of Expression of Interest;
 - (iv) Schedule 4 – Format for Expressions of Interest; and
 - (v) Schedule 5 – Certificate of Existing Insurance
 - (vi) Schedule 6 – Declaration of Supplier Code of Conduct Compliance

(collectively, the “RFEOI Documents”)

- 1.7.2 If the City of Vancouver issues any amendments or addenda to the RFEOI Documents, such amendments or addenda will form part of the RFEOI Documents. It is the sole responsibility of all Proponents to check the City’s website at: <http://www.vancouver.ca/fs/bid/bidopp/openbid.htm> regularly for amendments or addenda to the RFEOI Documents, including questions and answers posted by the City in relation to this RFEOI.

SECTION 2 QUALIFICATION CRITERIA

2.1 General

The City currently expects to base its decision with respect to each Respondent’s qualification (or not) to participate in a request for proposals on (i) whether the statement of qualifications submitted by the Respondent as part of its Expression of Interest (its “**Statement of Qualifications**”) has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in **Schedule 1 – Description of Requirements**.

2.2 Key Personnel

- 2.2.1 As part of its Statement of Qualifications, a Respondent should submit the names of proposed key personnel who will lead the partnership initiative.
- 2.2.2 Qualification to participate in a request for proposals may be conditioned on the use of the key personnel specified in a Statement of Qualifications, or other personnel approved in advance by the City.
- 2.2.3 A Respondent should therefore not change its key personnel without discussing the same with the City.

SECTION 3 COMMUNICATIONS

Respondents may not communicate with the City about the RFEOI except in writing by email to the contact person listed on the cover page of this RFEOI.

SECTION 4 SUBMISSION OF EXPRESSIONS OF INTEREST

4.1 Delivery

Each Respondent should submit a single electronic copy of its entire Expression of Interest by email to bids@vancouver.ca. It is each Respondent's sole responsibility to ensure delivery of its Expression of Interest by the Closing Time. All submissions should be made at the Respondent's sole cost and expense.

4.2 Late Expressions of Interest

The City of Vancouver may, in its discretion, accept, or reject and return, any Expression of Interest received after the Closing Time.

4.3 Form of Expression of Interest

Each Expression of Interest must consist of a letter in the form set forth in Schedule 3 together with a Statement of Qualifications in the format set forth in Schedule 4, an insurance certificate in the form set forth as Schedule 5 and declaration of Supplier Code of Conduct compliance in the form of Schedule 6.

4.4 Lack of Information

Following receipt of an Expression of Interest, the City of Vancouver may, in its sole discretion and without having any duty or obligation to do so, request that the Respondent provide the City of Vancouver with additional information to clarify or substantiate the information provided by the Respondent. If a Respondent fails to provide information required for the City's evaluation of the Respondent's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Expression of Interest.

4.5 Material Changes

Respondents should inform the City of Vancouver of any material change in information that might affect their qualification status at any time during the RFEOI process. Participants in a request for proposals will be required to update key qualification information at the time of proposal submission. Prior to the entry into any agreement for goods or services, a successful vendor will be required to confirm its continued status.

SECTION 5 REVIEW OF EXPRESSIONS OF INTEREST

5.1 Evaluation by the City of Vancouver

The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, each Respondent has demonstrated that it has the required experience and qualifications in order for it to advance in the City's procurement process. In doing so, the City currently expects to base its decision with respect to each Respondent on (i) whether the Statement of qualifications submitted by the Respondent has met, and whether such Statement of Qualifications shows that the Respondent has met, the requirements set out in the RFEOI Documents and (ii) the evaluation criteria set out in **Schedule 1 – Description of Requirements**. The City currently expects to select a number of Respondents ("Pre-Qualified Respondents"); provided that:

- 5.1.1 the determination of which Respondents are designated as Pre-Qualified Respondents will be at the sole discretion of the City; and

5.1.2 the City reserves the right to limit the number of Respondents designated as Pre-Qualified Respondents.

5.2 Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with an Expression of Interest and may seek clarification from a Respondent's bankers and clients regarding any financial and experience issues.

5.3 Non-Conforming Expressions of Interest

Expressions of Interest which fail to conform to the format requirements set forth in Schedule 4 hereto or which fail to conform to any other requirement of these RFEOI Documents may be rejected by the City of Vancouver, in its discretion. Notwithstanding the foregoing or any other provision of these RFEOI Documents, the City may at its sole discretion elect to retain for consideration Expressions of Interest which deviate either materially or non-materially from the format requirements set out in Schedule 4 hereto or which otherwise fail to conform to any other requirement of these RFEOI Documents.

SECTION 6 NOTIFICATION AND RFP PROCESS

6.1 Notification of Prequalification

Following the Closing Time, the City of Vancouver will only notify those Respondents which are selected as Pre-Qualified Respondents (or with which the City proposes to proceed to negotiate an agreement). The City of Vancouver thanks all other Respondents for their interest.

6.2 Changes after Pre-Qualification

Any change in the structure or formation of a Pre-Qualified Respondent will be subject to prior written approval of the City prior to the deadline for submission of proposals or tenders. The City may deny that approval if the change in the structure or formation of the Pre-Qualified Respondent, from that presented in the Expression of Interest, would have affected whether or not the Respondent would have been short-listed in the first instance.

6.3 The City of Vancouver Rights

6.3.1 The City may, without liability to any Respondent or Pre-Qualified Respondent, may:

- (a) amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described herein, or amend the qualifications that may be required to meet those requirements;
- (b) reject or accept any or all Expressions of Interest;
- (c) cancel the RFEOI process and reject all Expressions of Interest;
- (d) cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;

- (e) request that any Respondent provide additional information, clarifications or goods samples or demonstrations, without requesting the same from all Respondents; or
- (f) terminate the RFEOI process and enter into direct negotiations with any party whether or not a Respondent .

6.3.2 By submitting an Expression of Interest, a Respondent acknowledges and agrees that these RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement (except on the limited terms and conditions expressly stated in Schedule 3), and that submission of an Expression of Interest by a Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other Respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated in Schedule 3 with respect to confidentiality).

6.3.3 The form of letter set forth in Schedule 3 also contains a release of the City's liability and other important terms and conditions that should be reviewed carefully by each Respondent, and each Respondent should obtain the advice of independent legal counsel in connection therewith.

6.4 Information Disclaimer

6.4.1 The City makes no representation, warranty or undertaking with respect to these RFEOI Documents and the City and its directors, officers, employees, agents, consultants and advisors will not be liable or responsible for the accuracy or completeness of the information in these RFEOI Documents or for any other written or oral information made available to any interested person or its advisors, and any similar such liability however arising, is expressly disclaimed by the City.

6.4.2 Each Respondent should conduct its own independent investigations of all relevant matters and must not rely on the City in such regard. The information contained in the RFEOI Documents is provisional and is expected to be superseded by information in a request for proposals and other documents.

6.5 Security Requirements

The City reserves the right to require, as a condition of a contract entered into with any successful vendor, or as a condition to participation in a request for proposals, that the vendor or directors or officers of the vendor consent to the City and its security partners conducting at the City's discretion, a security clearance investigation, including without limitation criminal records searches and such other security searches as the City may deem advisable, together with ongoing monitoring of the same.

SECTION 7 CONFLICTS/COLLUSION/LOBBYING

7.1 Conflicts of Interest Generally

Each Respondent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Respondent or of any of its proposed subcontractors, or any other person related to the Respondent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or

- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Respondent's Expression of Interest by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.2 Former City Employees

Each Respondent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFEOI obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.3 Other Clients

Each Respondent must disclose whether the Respondent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFEOI would create a conflict of interest or the appearance of a conflict of interest between the Respondent's duties to the City and the Respondent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.4 Collusion

Each Respondent is required to disclose whether the Respondent is competing for purposes of the RFEOI with any entity with which it is legally or financially associated or affiliated. Each Respondent must also disclose whether it is cooperating in any manner in relation to the RFEOI with any other Respondent responding to the RFEOI. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

7.5 Lobbying

Each Respondent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Respondent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFEOI or sought, other than through the submission of its Expression of Interest, to influence the outcome of the RFEOI process. The City will evaluate each matter disclosed to determine whether and to what extent the Respondent can be given consideration in the RFEOI in light of the particular matter.

APPENDIX A - AMPHITHEATRE VENUE SITE LOCATION

Current Amphitheatre venue footprint within Hastings Park.



SCHEDULE 1 – DESCRIPTION OF REQUIREMENTS

A. Background

1. In 2019, market research conducted by the City and PNE revealed that a redeveloped Amphitheatre venue would fill a gap in the local venue market, increase available community arts and culture performance space with the potential to host a strong and diverse event calendar.
2. A redeveloped Amphitheatre venue supports key City priorities including the City's [Music Strategy](#), [Healthy City Strategy](#), and [Culture|Shift: Blanketing the City in Arts and Culture / Making Space for Arts and Culture](#) with the goal of developing a successful environment for arts, culture and music within Vancouver.
3. Several Amphitheatre redevelopment scenarios were analysed and indicative functional program and design to an upgraded Amphitheatre venue includes the following:
 - a. **Capacity:** Floor seating of 4,250, bleacher seating of 4,500, and additional VIP space (lounge, suites, and flex space) of 1,070 for a total capacity of 9,820.
 - b. **Structures:** Three permanent structures to support washrooms, concessions, offices, dressing rooms, a private lounge with rooftop patio, VIP suites, and flex meeting space
 - c. **Infrastructure:** Cover for floor and bleacher seating, accessibility, wi-fi, power, water, public washrooms, and easy site access (parking and/or local public transportation).
 - d. **Stage:** A venue that provides a portable stage with varying stage height, size, location, and design to offer flexibility to event producers.
 - e. **Sound:** Sound management technology/physical buffers to minimize impact to the surrounding neighborhood and meet City of Vancouver by-laws related to sound.
4. Indicative feasibility plans with preliminary conceptual renderings are shown in **Appendix B**.

B. Current State

1. In 1889, the Province transferred the land of Hastings Park to the City of Vancouver through a trust. Conditions of the transfer include land use restrictions stipulating the land is only to be used for “the use, recreation and enjoyment of the public.”
2. Since 1910 when the PNE was founded, its home has been Hastings Park and it has been the managing operator of all events, facilities and park spaces (excluding Hastings Racecourse and Empire fields). On this site, the PNE hosts an annual Fair and operates Playland amusement park from April to October each year. From the 1940s to the 1970s, the mandate of the PNE expanded to include a more comprehensive array of activities and year-round use of the many on-site venues. This continued to evolve into the 1990's where the PNE was the home of the Canucks, concerts and family entertainment. Since 1996, the PNE has transformed its facilities and events portfolio and will continue to evolve with the HP-PNE Master Plan. Together, these activities contribute to BC's creative economy and social fabric by providing a year-round outlet for family shows, concerts, exhibitions, community events and cultural activities. Since its inception, the PNE has proudly been the steward of the Hastings Park site, caring for its facilities and open spaces.
3. In 2003, the City of Vancouver assumed control of the PNE from the Province and it operates as an independent wholly-owned subsidiary of the City.

4. The Amphitheatre venue was built in 1966 and has served as the backdrop of local concerts and events for over 50 years. The current space has an event capacity of 7,000 and has hosted an average of 7 third-party commercial events, 2 community events, 15 PNE-produced concerts during the annual PNE Fair and several co-produced festivals. Due to the age and temporary nature of the facility and infrastructure, there have been noticeable gaps in the venue's ability to meet the market's requirements for accessibility and guest amenities. This, coupled with an identified gap in the supply of venue space in Vancouver and an increase in market demand for events, has triggered consideration to redevelop the Amphitheatre venue.
5. As an aside, additional site development within HP-Hastings Park is contemplated within the next 20 years. This includes the redevelopment of the Playland site which is adjacent to the Amphitheatre venue.

C. Key Requirements

1. This section sets out key requirements which the PNE and City anticipate will be applicable to any service delivery model that may be proposed by the proponent.
2. The mandatory outcomes of a partnership at a redeveloped Amphitheatre venue are:
 - a. To increase the programming of year round festivals, events and performances helping to promote the space as a destination cultural hub;
 - b. To minimize the financial and risk impact to the City and PNE;
 - c. To increase PNE revenue arising from the Amphitheatre venue, which would be used as a vehicle for reinvestment into Hastings Park;
 - d. To ensure appropriate and affordable access for not-for-profit and community groups, local artists, independent local music producers, Musqueam, Squamish and Tsleil-Waututh Nations, and the Urban Indigenous community as well as cultural equity-seeking organizations¹ to utilize the venue during key seasonal timeframes;
 - e. To ensure the PNE's exclusive access to the Amphitheatre for 31 days during the annual PNE Fair period (one week before, during and after the 17 day Fair) and during any other PNE or co-produced festivals;
 - f. To ensure that any redevelopment implementation does not have a negative impact on the PNE's existing business, which is centred around the May to September timeframe;
 - g. To ensure PNE financial outcomes derived through ticketing services are not impacted;
 - h. To minimize negative impact to the PNE business operations within Hastings Park including potential site-wide events that may want use of the Amphitheatre venue;
 - i. To reduce negative impact to surrounding community through innovative design, sound management technology and techniques;
 - j. To ensure a sustainable and diverse local music industry;
 - k. To ensure that all existing site-wide collective agreements with CUPE, IBEW, IUOE, and IATSE are recognized and honored; and
 - l. To align with the vision and principles of the Hastings Park-PNE Master Plan, which are described in Section 6.

¹ Equity-seeking include those who identify as Indigenous people; Black people and people of African descent; people of colour; disabled people and people who live with mental health challenges; Deaf and hard of hearing people; LGBTQ2+ and gender diverse people; low-income people; refugees, newcomers, and undocumented people; minority language communities; women and girls; or youth and seniors.

3. The City welcomes submissions respecting innovative or novel approaches to the City's and PNE's goals related to performing arts, culture, and public events as outlined in the City's [Music Strategy](#), [Healthy City Strategy](#), and [Culture|Shift: Blanketing the City in Arts and Culture / Making Space for Arts and Culture](#) and the [Hastings Park-PNE Master Plan](#) ("HP-PNE Master Plan") and may consider innovative, value-creating submissions that deviate from the Requirements.

D. Scope of Work

1. The City seeks written submissions from proponents in the form of Expressions of Interest who have experience in partnering with public entities on outdoor concert/event venues, in one or more of the following areas:
 - a. Booking successful programming calendars at publicly-owned venues within North America while ensuring broad access for local artists, independent local music producers, Musqueam, Squamish, and Tsleil-Waututh Nations, and the Urban Indigenous community as well as cultural equity seeking organizations.
 - b. Securing and managing venue naming rights.
 - c. Maintaining a balance of commercial and public goals within a public site.
 - d. Building event venues in collaboration with public- venue owners.
 - e. Providing venue financing with public sector partners.
 - f. Providing expertise in operating and managing event venues within large, multi-purpose public sites.
 - g. Maintaining event venue facilities that meet requirements for safety and guest experience.
 - h. Ensuring success and access for diverse performing groups, range of promoters and onsite partners.
 - i. Ensuring universal design to provide accessibility for artists, technicians and audiences with a wide variety of physical, sensory, or cognitive abilities as well as the City's trans-inclusive guidelines.
2. The City intends to shortlist a number of Respondents that propose innovative solutions and that meet the financial, risk, and public-service goals of the City and PNE. These solutions may include one or more of the following partnership options:
 - a. **Venue Priority Access/Booking Rights:** Partnership investment provided for defined venue privileges related to venue access and booking rights;
 - b. **Venue Naming Rights:** Partnership investment provided for the ability to sell venue naming rights (entire venue or component pieces) for a specified term;
 - c. **Public-Private Partnership:** Partner or partnership group provides investment and integrates some or all of these elements into a single performance-based contract which could be structured in one or more of the following ways:
 - i. Operation & Maintenance: Partnership involvement to manage operations and facility maintenance of the venue for a specified term;

- ii. Finance & Build: Partnership involvement to finance the capital cost and construct the venue;
- iii. Finance, Design, Build, & Maintain: Partnership involvement to finance, design, build, and provide facility maintenance or maintenance services for a specified term;
- iv. Design, Build, Finance, Maintain & Operate: Partnership involvement to finance, design, build, provide facilities maintenance or maintenance services for a specified term, and operate the facilities;
- v. Concession: Partnership involvement in undertaking investments and facility operations for a fixed period of time after which the ownership reverts back to the public sector;
- vi. Any other form of partnership that meets City of Vancouver and PNE goals.

E. HP-PNE Master Plan Vision And Principles

1. The vision of the HP-PNE Master Plan was developed through a robust consultation process and represents a desired future of Hastings Park. The vision outlines Hastings Park as:
 - a. **A place of renewal and transformation**: evolution of a great city park, the rebirth of a forgotten stream, the rejuvenation of Vancouver's historic fair and amusement park.
 - b. **A place of celebration**: a gathering place of year-round festivals, events, local markets, exhibitions and performances - a place that celebrates community pride, creativity, and fun.
 - c. **A place of connections**: a place to connect with culture, nature, and residents, with the past and the promise of the future, connecting land and water, linking the local community and the City to parkland, programs, and facilities.
 - d. **A destination for local residents and visitors**: a dynamic, city-wide park that is an enabling and supportive environment for arts, culture and events - a place of long-term economic vitality, sustainability, and innovation.
2. The following high-level development principles guided the creation of the HP-PNE Master Plan:
 - a. Create Clear Pedestrian and Vehicle Organization:

Optimizing efficiency of site operations and creating a significant pedestrianized park by:

 - i. Consolidating parking into fewer, larger lots
 - ii. Aligning parking access to major arterials
 - iii. Consolidation of back-of-house areas
 - iv. Realigning Miller Drive to service key buildings, back-of-house areas, and accommodating parking, loading, drop-offs, and deliveries.
 - b. Redevelop and Expand Playland:

Playland is given more space on-site, both to provide room for trees and landscape and to permit new rides, theming and attractions.
 - c. Connect to Burrard Inlet:

Connecting the Sanctuary to Burrard Inlet with a daylighted stream and develop a convenient and safe pedestrian and bicycle connection to New Brighton Park and the waterfront.

d. Create a Celebration ‘Heart of the Park’:

Flexible, programmable spaces suitable for festivals, events, and day-to-day usage form a new active, urban destination and ‘Heart of the Park’ that is centred on a renewed Amphitheatre, Festival Plaza, and Livestock Building.

e. Connect to the Community:

Ways to better connect Hastings Park with its surrounding community and the waterfront at New Brighton Park, and providing safe and convenient pedestrian and bicycle access through and around Hastings Park.

f. Expand Park Space and Habitat:

Consolidation of parking, road, and back-of-house uses for two main objectives:

- i. The southern portion of Hastings Park is pedestrianized and converted to park space;
- ii. A diversity of park spaces and associated uses are created, including habitat-focused spaces, urban park spaces consisting of meadows, gardens, sports fields, greenways, and urban plaza spaces.

g. Build in Flexibility:

Flexibility has been sought to:

- i. Create spaces that can transform from usable park areas to places for hosting events including adaptable venues for the PNE Fair.
- ii. Provide infrastructure improvements and controlled access for trucks and other vehicles to facilitate efficient set-up and tear down of events (including the PNE) while maximizing availability of the park and its facilities for public use.
- iii. Provide improved capability to support four season event operations, in order to spread increased event programming over a broader portion of the year.

h. Create a Hastings Park Identity:

Making Hastings Park recognized as an active, public park destination - as well as the home to the PNE, its growing range of events and activities, and the Racecourse.

F. Evaluation Criteria

Expressions of Interest will be evaluated using the 3 categories (Organizational, Financial and Technical) and their corresponding weightings.

Use headings below to structure your responses to Schedule 4, section 3 in the submitted Statement of Qualifications:

1. Organizational (15%)

1.1 Corporate Experience and Capability:

- .1 Describe the type of entity (for example, individual, corporation, partnership, sole proprietorship) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- .2 Describe the company/entity size, depth, and annual sales volumes (in dollars).
- .3 Provide a history of litigation or claims made against the Respondent during the three years immediately prior to the Closing Time.

- .4 Provide resumes of proposed key personnel including qualifications and relevant experience.

1.2 Completed and Current Major Projects

- .1 List three relevant projects preferably within the last 5 years, with names of customers, dollar amounts (e.g. project development costs), names of company personnel involved and client/owner references.

2. Financial (35%)

- 2.1 Describe the Respondent's capability (financial, experience and workload capacity) to undertake the role of partner.
- 2.2 Provide a history establishing and growing venue event programming and venue revenue in a method that is financially sustainable for public sector partners and partners on site.

3. Technical (50%)

3.1 Approach and Methodology

Describe your approach and methodology to achieve the stated mandatory outcomes as identified in the questions below:

- .1 **Identify the key terms of the partnership arrangement including the following items:**
 - a. What would be the structure of a partnership agreement (e.g. access/booking rights, concession agreement, ground lease agreement, etc.)?
 - b. Identify the areas and level of involvement you would anticipate being involved in under a potential partnership agreement:
 - i. **Venue Priority Access/Booking Rights:** Partnership investment provided for defined venue privileges related to venue access and booking rights;
 - ii. **Venue Naming Rights:** Partnership investment provided for the ability to sell venue naming rights (entire venue or component pieces) for a specified term.
 - iii. **Public-Private Partnership:** Partner or partnership group provides investment and integrates multiple elements into a single performance-based contract which could be structured in one of the following ways:
 - (a) Operation & Maintenance: Partnership involvement to manage operations and facility maintenance of the venue for a specified term
 - (b) Finance and Build: Partnership involvement to finance the capital cost and construct the venue
 - (c) Finance, Design, Build, & Maintain: Partnership involvement to finance, design, build, and provide facilities maintenance or maintenance services for a specified term

- (d) Design, Build, Finance, Maintain & Operate: Partnership involvement to finance, design, build, finance, provide facilities maintenance or maintenance services for a specified term, and operate the facilities
 - (e) Concession: Partnership involvement in undertaking investments and facility operations for a fixed period of time after which the ownership reverts back to the public sector
 - (f) Any other form of partnership that meets the goals of the City of Vancouver
- c. What would the length of term of a partnership agreement be?
 - d. What financial commitments would be provided by the Respondent in exchange for a defined benefit? Please include:
 - i. Total financial commitment over the length of the term of agreement
 - ii. Schedule of financial commitments over the length of the term
- .2 Minimize the financial impact and risk to the City and PNE:**
- a. Identify the number of annual community/not-for-profit and commercial events you anticipate at a redeveloped PNE Amphitheatre venue during key seasonal timeframes.
 - b. Identify the areas that a partnership would anticipate receiving revenue from:
 - i. Parking (currently operated by the PNE)
 - ii. Ticketing (site wide ticketing operated by the PNE exclusively through TicketLeader)
 - iii. Food and beverage (currently operated by the PNE)
 - iv. VIP suite/space sales (currently operated by the PNE)
 - v. Venue naming rights
 - vi. Merchandise sales
 - c. Provide an estimate of the annual revenue you anticipate at a redeveloped PNE Amphitheatre venue from the areas identified in item 3.1.2.b above.
 - d. What has been your experience in managing, operating, maintaining, and ensuring public safety in other publicly-owned venues?
 - e. Describe how you would determine the quantity and schedule for not-for-profit/community events throughout the course of the operating season to ensure appropriate and affordable access for not-for-profit/community groups.
 - f. Describe how you would help ensure a sustainable and diverse local music industry.
 - g. Identify the anticipated redevelopment implementation schedule for a successful partnership.
 - h. Describe how you would ensure that the PNE Amphitheatre venue meets public safety requirements.

- i. Describe what methods you would employ to minimize or eliminate sound impact and complaints from the surrounding community during events.
- j. Describe any areas of innovation or value-added capabilities that you can provide to differentiate yourself from the status quo and/or other Respondents.

.3 Work collaboratively within a multi-purpose public site:

- a. Describe how you would ensure that existing site-wide collective agreements are recognized and honored.
- b. Describe how you would work with the PNE to minimize impact to PNE business operations within other areas of Hastings Park How do you anticipate increasing revenue and/or other outcomes for PNE.
- c. Describe how you would approach use of the PNE Amphitheatre venue for site-wide PNE events.
- d. Describe the steps you would take to ensure that the schedule of venue construction minimizes impact on existing PNE business within the May-September timeframe.
- e. Describe how you would ensure the PNE Amphitheatre venue would maintain alignment to the vision and principles of the Hastings Park-PNE Master Plan under a partnership agreement.
- f. Describe how you would manage engagement with the community. Specifically, what efforts would you take to manage the community impact related to noise, traffic/parking, and neighborhood security and clean-up efforts?

3.2 Sustainability

Describe the Respondent's approach in the following areas:

- .1 Offering products/services that are non-toxic and non-hazardous.
- .2 Provision of solutions for the disposition of obsolete or expired products and equipment, as well as solutions for the environmental impact of local landfills.
- .3 Offering solutions to reducing carbon emissions resulting from the delivery of products.
- .4 Meeting the City of Vancouver's greenhouse gas (GHG) reduction policy and renewable energy targets.
- .5 Ability to meet PNE site wide sustainability targets, which align with the City of Vancouver's 'Greenest City Action Plan'.

3.3 Innovative ideas relating to execution and deliverables.

APPENDIX B - AMPHITHEATRE RENEWAL INDICATIVE FEASIBILITY PLANS AND PRELIMINARY CONCEPTUAL RENDERINGS



SCHEDULE 2 – INTENT TO ATTEND INFORMATION MEETING



FINANCE, RISK AND SUPPLY CHAIN MANAGEMENT
Supply Chain Management

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFEOI:

Donabella Bersabal
City of Vancouver
Email: donabella.bersabal@vancouver.ca

Your details:

| | |
|----------------------------|---------------------|
| Legal Company Name: | |
| | “Respondent” |
| Address: | |
| | |
| | |
| Telephone: | |
| Key Contact Person: | |
| E-mail: | |

We will attend the Information Meeting for: RFEOI PS20191397 “PNE Amphitheatre Redevelopment.”

Signature

Name of Authorized Signatory (Please print)

E-mail Address (Please print)

Date

SCHEDULE 3 – LETTER OF EXPRESSION OF INTEREST

[Letterhead paper of the Respondent or participant responsible for a joint venture, including full postal address, telephone and facsimile.]

Date: *[Insert]*

TO: THE CITY OF VANCOUVER (the “City”)

RE: **EXPRESSION OF INTEREST -- REQUEST FOR EXPRESSIONS OF INTEREST NO. PS20191397 (the “RFEOI”) IN RESPECT OF THE PNE AMPHITHEATRE REDEVELOPMENT**

2. Being duly authorized to represent and act on behalf of *[Insert full corporate name and if a joint venture, then state “on behalf of...” and list the full corporate names of the companies forming the joint venture]*, the undersigned hereby submits the attached Statement of Qualifications and supporting materials on behalf thereof.
3. Herein, the term “Respondent” refers to *[insert full corporate name and if a joint venture, then state “...refers to each of” and list the full corporate names of the companies forming the joint venture]*.
4. The City and its representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Expression of Interest, and to seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues, and to do all other things stated in the RFEOI.
5. Capitalized terms used herein have the definitions ascribed thereto in the RFEOI.
6. The City or its representatives may contact the following persons for further information:

[Insert information.]
7. This Expression of Interest is made with the full understanding and agreement that:
 - (a) any information submitted during qualification may be subject to verification by the City of Vancouver, including during evaluation of any subsequent proposal or tender;
 - (b) the Respondent will (and does hereby undertake to) submit a bona fide proposal or tender in relation to the subject matter of the RFEOI (and consistent with this Expression of Interest) if the City invites the Respondent to participate in a request for proposals or invitation to tender;
 - (c) the City of Vancouver may:
 - a. amend the scope and description of the goods and services to be procured under the RFEOI or any subsequent request for proposals process, varying them from those described in the RFEOI, or amend the qualifications that may be required to meet the City’s requirements;
 - b. reject or accept any or all Expressions of Interest;
 - c. cancel the RFEOI process and reject all Expressions of Interest;

- d. cancel the RFEOI process and commence a new process in respect of the same request for proposals with the same or an amended set of documents, information or requirements;
 - e. request any respondent to provide additional information or clarification or goods samples or demonstrations without requesting such information from all respondents; or
 - f. terminate the RFEOI process and enter into direct negotiations with any party whether or not a respondent; and
- (d) the City of Vancouver will not be liable in any way whatsoever for any actions described under 4(c) of this letter.
8. The Respondent acknowledges and agrees that the RFEOI Documents are, in no way whatsoever, an offer to enter into an agreement except on the limited terms and conditions expressly stated in this letter, and submission of this Expression of Interest by the Respondent does not in any way whatsoever create any obligation on the part of the City to treat the Respondent's or any other respondent's Expression of Interest in any particular manner or undertake the City's RFEOI process in any particular manner (except as expressly stated below in this letter with respect to confidentiality).
9. The Respondent acknowledges and agrees to the information disclaimers and other terms and conditions set forth in the RFEOI.
10. Except only and to the extent that the City is in breach of Section 10 of this letter, the Respondent now releases the City, its officials, its agents and its employees from all liability for any costs, damages or losses incurred in connection with the RFEOI, including any cost, damages or losses in connection with:
- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees any obligation or duty under the RFEOI;
 - (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFEOI; or
 - (c) the manner in which the City: reviews, considers, evaluates or negotiates any Expression of Interest; addresses or fails to address any Expression of Interest; or resolves to enter into any contract or not enter into any contract.
11. Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's right to publicly disclose information about or from any Expression of Interest, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFEOI, the City will treat the Expression of Interest (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.
12. The Respondent acknowledges receipt of the following amendments and addenda (if applicable);
- | | |
|-----------------------------------|------------------|
| Amendment/Addendum No. [Complete] | Date: [Complete] |
| Amendment/Addendum No. [Complete] | Date: [Complete] |
| Amendment/Addendum No. [Complete] | Date: [Complete] |

RFEOI No. PS20191397
PNE AMPHITHEATRE REDEVELOPMENT

13. Any dispute relating to the RFEOI (except to the extent that the City breaches Section 10 above) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:
- (a) The arbitrator will be selected by the City's Director of Legal Services;
 - (b) Section 9 of this letter, and the other provisions hereof, will apply; and
 - (c) The Respondent will bear all costs of the arbitration.
14. The Respondent (a) has read, understands and agrees to the terms and conditions in this letter, (b) has had an opportunity to seek legal counsel and (c) affirms that the statements made in its Expression of Interest are true and correct in every detail.

Respondent Name(s): _____

Signature: _____ Date: _____

Name of Signatory: _____

Title of Signatory: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of Incorporation: _____

City of Vancouver
Business License No.
(or, if available, Metro
West Inter-Municipal
Business License No.): _____ WorkSafeBC Registration No.: _____

SCHEDULE 4 – FORMAT FOR EXPRESSIONS OF INTEREST

Expressions of Interest submitted by Respondents should consist of:

1. a completed and duly executed Letter of Expression of Interest (the foregoing Schedule 3);
2. a completed and duly executed insurance certificate and a completed and duly executed declaration of Supplier Code of Conduct Compliance (the following schedules 5 and 6); and
3. a Statement of Qualifications, consisting of and arranged as follows:
 - a. Title Page (1 page)

The title page should identify the RFEOI number identified on the cover page of this RFEOI, the Closing Time, and the Respondent's name, address, telephone number, fax number and contact person.
 - b. Table of Contents / Index
 - c. Corporate Experience and Capability
 - d. Completed and Current Major Projects
 - e. Financials
 - f. Approach and Methodology
 - g. Sustainability
 - h. Innovative ideas relating to execution and deliverables

SCHEDULE 5 - CERTIFICATE OF EXISTING INSURANCE

Please use attached Certificate of Existing Insurance.



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

- 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

- 3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)
INSURER Insured Values (Replacement Cost) -
TYPE OF COVERAGE Building and Tenants' Improvements \$
POLICY NUMBER Contents and Equipment \$
POLICY PERIOD From to Deductible Per Loss \$

- 4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions:
√ Personal Injury
√ Property Damage including Loss of Use
√ Products and Completed Operations
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ Non-Owned Auto Liability
INSURER
POLICY NUMBER
POLICY PERIOD From to
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
Per Occurrence \$
Aggregate \$
All Risk Tenants' Legal Liability \$
Deductible Per Occurrence \$

- 5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER Limits of Liability -
POLICY NUMBER Combined Single Limit \$
POLICY PERIOD From to If vehicles are insured by ICBC, complete and provide Form APV-47.

- 6. UMBRELLA OR EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Self-Insured Retention \$

- 7. PROFESSIONAL LIABILITY INSURANCE Limits of Liability
INSURER Per Occurrence/Claim \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Deductible Per Occurrence/Claim \$

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

- 8. OTHER INSURANCE
TYPE OF INSURANCE Limits of Liability
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Deductible Per Loss \$
TYPE OF INSURANCE Limits of Liability
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Deductible Per Loss \$

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER Dated

SCHEDULE 6 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____(*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____(*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

| Section of SCC / title of law | Date of violation /conviction | Description of violation / conviction | Regulatory / adjudication body and document file number | Corrective action plan |
|-------------------------------|-------------------------------|---------------------------------------|---|------------------------|
| | | | | |
| | | | | |

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____(*vendor name*).

Signature: _____

Name and Title: _____