



Request for Proposal

Operational Review and Feasibility Analysis of Parking Services

Date of Issue: January 8, 2024

Response due by: February 8, 2024 3:00 PM Pacific Time

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DEFINITIONS

The following definitions shall be used for the purpose of this RFP:

“Airport” means the Victoria International Airport. **“Airport”**, **“Victoria International Airport”** and **“YYJ”** shall have equivalent meanings.

“Airport Authority” shall each mean the Victoria Airport Authority; and **“Authority”** and **“VAA”** shall have equivalent meanings.

“Authority’s Authorized Representative” means the person designated by the Authority from time to time to act as the Authority’s representative for the purposes of this RFP, or his/her designate.

“Contract” has the meaning ascribed to it under Section 4.1 of this RFP.

“Must”, **“mandatory”**, **“required”**, or **“shall”** means a specific criteria or requirement essential to be met for the Proposal to receive and continue to receive consideration.

“Proponent” means a person, natural or corporate, who submits a Proposal to the Authority pursuant to this RFP.

“Proposal” means an offer from a suitable company in response to this RFP to provide the Services, the acceptance of which by the Authority may be subject to further negotiation prior to or at the time of award.

“RFP” means this Request for Proposals document and includes any modifications or additions thereto incorporated by addenda (if any) issued by the Authority prior to the closing date and time.

“Should” or **“desirable”**, or **“preferred”** means a requirement having a specific or significant degree of importance to meet the RFP objectives.

1.0 OVERVIEW

1.1 VICTORIA INTERNATIONAL AIRPORT

- 1.1.1. Victoria, the provincial capital of British Columbia, is located on the southern tip of Vancouver Island off Canada's Pacific Coast and enjoys one of Canada's mildest climates. Almost half of Vancouver Island's population of 800,000 lives around Victoria and the southern end of Vancouver Island.
- 1.1.2. Victoria International Airport (YYJ) is a Class 2 Aerodrome, as defined by Transport Canada Regulations, based in the municipalities of the District of North Saanich and Town of Sidney, British Columbia (BC) and is approximately 25 kms north of Victoria, BC's capital city.
- 1.1.3. YYJ is operated by Victoria Airport Authority (Authority), a not-for-profit corporation that manages the safe and secure operations of YYJ.

1.2 PURPOSE OF RFP

- 1.2.1. The Authority is seeking a qualified firm to conduct an operational review and feasibility analysis of the parking operations at YYJ. The primary goal of this assessment is to evaluate the existing parking operations, explore the feasibility of introducing new services and programs and recommendations for improvement where applicable.

1.3 INVITATION

The Authority invites selected candidates to submit a detailed Proposal in response to the scope as defined in Article 3 of this RFP.

1.4 KEY TARGET DATES

Following are the Key Target Dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based on circumstances.

	Task	Date
A	Request for Proposals issued	January 8, 2024
B	Virtual Meetings with Proponents	As arranged
C	Deadline for Questions	January 17, 2024
D	Question Response Deadline	January 22, 2024
E	RFP Close	February 8, 2024
F	Award	February 15, 2024

This schedule may be subject to change without liability to the Authority.

1.5 ISSUING OFFICE / AUTHORITY'S AUTHORIZED REPRESENTATIVE

Victoria Airport Authority
201-1640 Electra Blvd
Sidney, B.C. V8L 5V4

Attention: Sherri Brooks, Commercial Development Officer
Phone: (250) 953-7588
Email: sherri.brooks@victoriaairport.com

1.6 INQUIRIES

All inquiries and other communications relating to this RFP and any subsequent agreements are to be directed in writing only to the above-named person, who is the Authority's Authorized Representative.

Depending on the nature of the inquiry, the Authority may respond to inquiries in writing or if appropriate, issue a written addendum to the RFP to all Proponents registered as having returned their *RFP Receipt Confirmation Form*.

It is the responsibility of each Proponent to inquire and clarify any requirements of this RFP which are not understood.

The Authority shall have no responsibility for, and the Proponent agrees not to rely upon communications, representations or statements regarding this RFP, its subject matter, or any subsequent agreements from any other persons other than the Authority's Authorized Representative or his/her designate.

2.0 INSTRUCTIONS TO PROPONENTS**2.1 DEADLINE DATE AND TIME FOR RESPONSE TO RFP**

Responses to this RFP are due **February 8, 2024 no later than 3:00 pm local Pacific Time (PST/PDT)**.

2.2 PROPOSAL SUBMISSION DETAILS

The Proponent shall, before submitting its Proposal, thoroughly examine and assess the Proposal documents, the site, conditions on site and the equipment and materials needed to carry out and perform the services. The Proponent must also be knowledgeable of all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market, and other circumstances that may affect the Proposal.

Submission of a Proposal constitutes a representation by the Proponent that it is familiar with and accepts the foregoing.

The Proponent must submit its completed Proposal including Appendix A through E prior to the closing date and time as follows:

1. **one (1) digital copy** by electronic transmission to:
sherri.brooks@victoriaairport.com

It is the Proponent's responsibility to ensure the proposal submission meets the deadline stipulated above, the time stamp in VAA's email inbox or by the administration office will be the official time received.

The Proponent's Proposal must be signed by an authorized signatory of the Proponent.

The Proponent must note in the email subject line that the Proposal is for "Operational Review and Feasibility Analysis of Parking Services."

Hard copy Proposals will not be accepted.

Proposals sent by facsimile will not be accepted; mis-delivered Proposals may not be accepted.

The Authority reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law. Proposals will NOT be publicly opened. The Proponent will be advised of the results after the evaluation of all Proposals received are complete.

The Authority reserves the right in its sole discretion, to extend the closing date prior to the closing date and time and will endeavor to notify the Proponents as soon as practically possible in the event of any extension of the closing date.

Proposals received after the closing date and time will not be accepted.

2.3 VITRUAL MEETING

A mandatory Virtual Meeting (preferably via MS Teams) will be scheduled with each proponent during the week of January 15, 2024.

The Authority will review the current parking operations, parking lots and equipment, answer any questions or provide clarification related to the RFP. Questions asked and answered will be distributed to all proponents that have completed and submitted Appendix A – RFP Receipt Confirmation Form.

2.4 PROPOSAL COSTS

This RFP does not obligate the Authority to pay any costs the Proponent may incur in the preparation of their Proposal. Costs and Expenses incurred by the Proponent such as travel expenses to YYJ by the Proponent for the purposes of field inspections, information gathering or presentations to VAA, will be at the sole cost of the Proponent. All costs and expenses with respect to the submission of a Proposal pursuant to this RFP shall be the sole responsibility of the Proponent and the Authority assumes no liability whatsoever for any Proponent costs and expenses.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by a Proponent prior to the closing date and time only. Withdrawal notification must be in written form and may be attached to an email to the Authority's Authorized Representative and received by the Authority prior to the closing date and time.

2.6 ADDENDUM

The Authority may, at any time prior to the closing date and time, issue additional information, clarifications, or modifications to the RFP by written addenda issued by the Authority's Authorized Representative or his/her designate only. Any addenda shall be considered an integral part of the RFP.

To receive any addenda, the Proponent must complete and email a copy of the completed *Appendix A – RFP Receipt Confirmation Form* to the Authority as set out therein.

2.7 OMISSIONS AND DISCREPANCIES

If the Proponent is in doubt as to the meaning or interpretation of anything in the RFP, find any discrepancies in, or find omissions from the RFP, the Proponent should immediately contact the Authority's Authorized Representative.

The Proponent shall be solely responsible for any error, omissions, discrepancies, or misunderstandings resulting from the Proponent's failure to examine thoroughly the RFP and from the Proponent's failure to enquire further with the Authority.

2.8 INTERPRETATION

No oral interpretation of this RFP by anyone, whether or not employed by the Authority, shall be effective to alter or modify any of the provisions in the RFP.

Any request for interpretation of the meaning of any of the requirements of the RFP shall be made in writing to the Authority's Authorized Representative only.

2.9 PARTNERING / STRATEGIC ALLIANCES

The Proponent may partner with other third parties in order to fulfill all of the requirements set out in this RFP provided that all partners, joint venturers, and the like:

- sign the signatory page of the proposal, and
- provide similar company profiles for each organization and any other documents as may, from time to time, be required by the Authority.

Proposals that include partnerships must include how the partnership will function within the delivery of the services. It is expected that the prime consultant identified in the proposal will manage and assume responsibility of the subconsultant.

2.10 NO COLLUSION

Except as specified within its Proposal, the Proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal or in the proposed Contract, which may be awarded.

By submitting a Proposal, the Proponent warrants that there is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponent in connection with its Proposal submitted for this RFP; the Proponent has no knowledge of the contents of any other Proposal; and the Proponent has made no comparison of figures, agreement or arrangement, express or implied, with any other party in connection with the making of its Proposal, except as declared within the Proposal.

2.11 DISCLOSURE OF INTEREST

The Proponent is required to fully disclose in its Proposal:

- a) Any relationship the Proponent may have with any employee, officer, or director of the Authority; and
- b) The nature of that relationship.

Failure to disclose, or false or insufficient disclosure of the nature and extent of the relationship the Proponent may have with an employee, officer or director of the Authority shall be grounds for termination of any Contract with the Authority in the Authority's sole discretion without further liability or notice.

2.12 SELECTION PROCESS

Following the closing date and time, it is the intention of the Authority to evaluate all Proposals received in accordance to the evaluation criteria described in the RFP documents.

In addition to Section 4 of this RFP - *Reserved Rights of the Authority*, the Authority further expressly reserves the right in its sole discretion to:

- (a) Clarify any Proposal received without becoming obligated to offer the same opportunity to any or all of the other Proponents;

- (b) Negotiate with one of more Proponent prior to award without becoming obligated to offer the same opportunity to any or all other Proponents;
- (c) Waive any minor or technical non-compliance by a Proponent with the requirements of this RFP without becoming obligated to waive any other non-compliance by any other Proponent; and
- (d) Accept any Proposal(s) which in the Authority's opinion offers best overall value or are the most advantageous Proposal(s) for the Authority.

The Authority shall not be bound by this RFP to accept any or all Proposals and may cancel this RFP in whole or in part at any time without any liability whatsoever.

2.13 EVALUATION CRITERIA

The Authority will evaluate all Proposals in the following categories, looking for overall value and the most advantageous Proposal. Weighting for the evaluation is 40% for fee and 60% spread across the balance of criteria:

Firm experience on similar projects	15%
Project team members	15%
Project methodology	20%
Schedule	10%
Fee proposal	40%

2.14 WAIVER OF NON-COMPLIANCE

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions herein may be disqualified or rejected. The Authority may, however, in its sole discretion, retain, for its consideration, evaluation and potential award, Proposals which are non-conforming because they do not contain the content or form required by the instructions in this RFP or because the Proposal does not comply with the process for submission set out in the instructions in this RFP.

2.15 CONFIDENTIALITY

Notwithstanding anything contained herein, the Proponent agrees that it will not exploit any information, whether delivered to the Proponent by the Authority, or whether retrieved by the Proponent by any other means and will make no direct or indirect disclosure to any other party of said information without the prior, express written agreement of the Authority.

2.16 APPLICABLE LAW

The laws and courts of British Columbia shall apply and have exclusive jurisdiction over this RFP and any subsequent Contract which may be awarded.

2.17 COMPLIANCE WITH LAWS

The Proponent with whom the Authority chooses to enter into a Contract, if any, shall comply with all federal, provincial, and local laws, regulations, requirements and orders applicable to the performance of any Contract which may result from this RFP process.

2.18 NO LIABILITY

By submitting a Proposal, the Proponent agrees that in no event will the Proponent claim damages for any amount whatsoever for any cost incurred by the Proponent in preparing its Proposal or for matters relating to any agreement or matters concerning the competitive process, and, the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

Any information contained in this RFP and attachments is provided to assist the Proponent in the preparation and submission of its Proposal. The Authority assumes no responsibility for the use of this information for any other purpose.

2.19 CONSENT TO INVESTIGATION

In order to allow the Authority to properly determine the qualifications and capabilities of a Proponent, the Authority reserves the right in its sole discretion to conduct such investigations of a Proponent's business experience, financial capability and business practices as it deems necessary, and the Proponent agrees to permit and co-operate with such investigations.

2.20 ALTERING DOCUMENTS

Proponents must not electronically alter any portion of this RFP with the exception of adding the information requested. To do so will invalidate the Proponent's Proposal or response.

2.21 DISCLAIMER

While precautions have been taken to ensure that this file will not interfere with or cause damage to your system or its existing data, the Authority accepts no responsibility for damages that may be caused by this file and makes no other warranty or representation, either expressed or implied, with respect to this file. This file is provided "as is," and you, the user, assume the entire risk when you use it.

2.22 WAIVER

Due to the vagaries of electronic transmissions, the Authority does not guarantee, nor will it be liable for the accuracy of what is read or what is downloaded in this file.

2.23 OWNERSHIP

All Proposals and supporting material will become the property of VAA.

2.24 RESERVED RIGHTS OF THE AUTHORITY

The Authority reserves the right to request clarifications and/or additional information as is necessary to properly evaluate a Proposal, negotiate with any Proponent or with another Proponent or Proponents concurrently. The Authority is not required to offer any modified terms to other Proponents. The Authority shall incur no liability to any Respondents as a result of such negotiations or modifications.

The Authority reserves the right to cancel this RFP, to reject any or all Proposals; to re-advertise for Proposals if necessary; to waive minor irregularities and formalities; and to accept the Proposal which offers, in the Authority's sole judgement, the best overall value for the Authority. All expenses incurred by the Proponents will be solely at its own cost.

This RFP does not constitute an offer. No Contract shall result upon submission of Proposals. The Authority is not under obligation to enter into a Contract with anyone in connection with this RFP or responses received, nor pay for any costs incurred in the preparation of Proposals submitted in response to this RFP.

The Authority will consider past performance of the Proponent on other agreements in terms of quality of work and compliance with terms and conditions of those agreements. The Authority may also utilize other available resources to determine the Proponent's record of past performance.

3.0 SERVICE PROPOSAL

Victoria International Airport (YYJ) is seeking proposals from qualified and experienced consultants to conduct an Operational Review and Feasibility Analysis of its parking facilities. The primary goal of this assessment is to evaluate the existing parking operations, explore the feasibility of introducing new services and programs, and recommendations for improvements where applicable. YYJ is particularly interested in understanding the requirements and potential benefits of implementing additional services and programs that will increase revenue and operational efficiency in a meaningful manner.

3.1 ON-SITE VISIT

It is an expectation that the successful proponent will complete at least one on-site visit to YYJ for the purpose of airport facility familiarization including evaluating existing facilities and infrastructure and conducting meetings with appropriate staff.

3.2 SCOPE OF WORK

A. Review of Current Equipment

- Evaluate the functionality and efficiency of the current parking equipment, including payment systems, ticketing infrastructure, and entry/exit mechanisms.

B. Violations and Enforcement

- Assess the effectiveness of the current violations and enforcement procedures.
- C. Staffing and Resources**
 - Evaluate the existing staffing levels and additional resources (including YYJ and contracted staff) deployed in support of managing the parking facilities and program.
- CI. General Operations with a Bifurcated Lot System**
 - Analyse the operational aspects of managing a parking program with a bifurcated (2-lot) configuration.
- CII. Short -Term Lot- Highest and Best Use**
 - Evaluate the highest and best use of the short-term parking lot.
- CIII. Promotions and Additional Revenue Opportunities**
 - Identify and assess promotional strategies.
 - Identify and assess the feasibility of revenue generating opportunities such as:
 - i. Reservation system
 - ii. Commercial vehicle program
 - iii. Valet service
 - iv. Discount lot
- CIV. Additional Facilities and Amenities**
 - Identify any additional facilities or amenities in the parking area(s) that would enhance operations and/or customer experience.
- CV. Rates and Fees**
 - Evaluate the current rates and fee structure.
- CVI. Seasonal and Temporary Parking**
 - Evaluate the current strategies used to deal with seasonal and temporary parking requirements throughout the year.

4.0 CONTRACT INFORMATION

4.1 NEGOTIATIONS

The Authority intends to negotiate and conclude a Contract with the most qualified and responsible Proponent offering the best overall value and quality and most advantageous Proposal.

In the event a Proponent and the Authority fail to reach agreement, negotiations may be terminated by the Authority, without any compensation whatsoever payable to the Proponent. An alternate Proponent may then be invited to participate in the negotiation process.

The process may be repeated as often as necessary.

4.2 REJECT AND RE-NEGOTIATE

The Authority may reject all Proposals received and re-advertise for Proposals if necessary. Such cancellation of the RFP process does not preclude the Authority from subsequently meeting with any Proponent to negotiate a Contract that best suits the needs of the Authority.

4.3 NO CONTRACTUAL OBLIGATION

The Authority shall not be obligated in any manner to any Proponent whatsoever until a written Contract has been negotiated and duly executed related to any Authority accepted Proposal.

4.4 CONTRACT OFFER

Any offer for a Contract at the Airport shall be made in writing only by the Authority's President and CEO.

4.5 FORM OF CONTRACT

The successful Proponent will be required to enter into a contract with the Authority (the "Contract"). The proposed form of contract for these works is Victoria Airport Authority Short Form Services contract, a copy of which is attached as Appendix G.

Proponents are encouraged to familiarize themselves with the content of the Contract and note in their proposals any objections to the terms and conditions or any items to be discussed or negotiated. The Proponent must satisfy itself in all respects as to the risks and obligations to be undertaken under any Contract entered into, as a result of the RFP.

4.6 PROPOSAL AS PART OF CONTRACT

All or part of this Proposal may be incorporated into and form an integral part of the Contract.

4.7 INSURANCE

The successful Proponent will be required to obtain and maintain for the term of the Contract, the insurance requirements set out in the Contract, a copy of which is attached hereto as Appendix H.

The Proponent shall submit as part of its Proposal a letter from its insurer confirming that if successful, the Proponent will be able to meet such insurance requirements.

5.0 APPENDICES

5.1 APPENDIX A - RFP RECEIPT CONFIRMATION FORM

To receive any further distributed information about this Request for Proposal, Proponents must complete this form and email it before end of January 12, 2024 to:

Sherri Brooks, Commercial Development Officer
sherri.brooks@victoriaairport.com

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ **PROVINCE:** _____ **POSTAL CODE:** _____

MAILING ADDRESS (IF DIFFERENT THAN ABOVE):

FAX NUMBER: (_____) _____ **PHONE NUMBER: (_____) _____**

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

VIRTUAL MEETING: A mandatory virtual meeting (preferably MS Teams) will be arranged with each proponent as per Section 2.3 of the RFP.

Please send us any further correspondence about this Request for Proposal by:

☐

E-mail (default if no box checked)

☐

Pick up at Airport Administration Office

5.2 APPENDIX B - PROPONENT'S INFORMATION

This document is intended to provide information on the capacity, skill, and experience of the Proponent. The Proponent may supplement information requested with additional sheets if required.

1. Submitted to: Victoria Airport Authority

201-1640 Electra Blvd.
Sidney, BC V8L 5V4
Attention: Sherri Brooks, Commercial Development Officer

2. Submitted by:

Company Name (full legal name): _____

Name and Title of Contact Person: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Website: _____

3. List current or recently completed services of similar scope and size:

(a) Facility and Location: _____

Description: _____

Start Date: _____ End Date: _____

Facility Owner: _____

Owner's Representative (for reference purposes): _____

Phone: _____ E-Mail: _____

(b) Facility and Location: _____

Description: _____

Start Date: _____ End Date: _____

Facility Owner: _____

Owner's Representative (for reference purposes): _____

Phone: _____ E-Mail: _____

- (c) Facility and Location: _____
Description: _____

Start Date: _____ End Date: _____
Facility Owner: _____
Owner's Representative (for reference purposes): _____
Phone: _____ E-Mail: _____

4. Senior Manager proposed to be responsible for the contract (e.g. Owner, President, Vice-President, Manager)

Name: _____ Title/Position: _____

5.3 APPENDIX C - PROPONENT'S SUBMISSION CHECKLIST

Proponents are advised that Proposals which do not include all of the following documents will be considered incomplete and may be rejected.

Documents to be Submitted	Due Date	Included?
Appendix A - Receipt Confirmation Form	January 15, 2024	<input type="checkbox"/>
Completed Proposal	February 8, 2024	<input type="checkbox"/>
Appendix B - Proponent's Information	February 8, 2024	<input type="checkbox"/>
Appendix C – Proponent's Submission Checklist	February 8, 2024	<input type="checkbox"/>
Appendix D – Proponent's Declaration	February 8, 2024	<input type="checkbox"/>

5.4 APPENDIX D - PROPONENT'S DECLARATION

The Proponent confirms it has obtained and carefully examined all documents comprising this Request for Proposal (RFP) including all addenda, if any, issued by the Victoria Airport Authority (Authority), which addenda are as follows:

<u>Addendum No.</u>	<u>Date of Issue</u>
_____	_____
_____	_____
_____	_____

The Proponent, having reviewed all of the RFP, hereby undertakes and agrees to offer to the Authority to supply the services as described in the RFP.

Except as specified within its Proposal, the Proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal or in the proposed contract which may be awarded. There is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this RFP; the Proponent has no knowledge of the contents of any other Proposal; and the Proponent has made no comparison of figures, agreement, or arrangement, express or implied, with any other party in connection with the making of its Proposal, except as are declared within the Proposal.

The Proponent hereby declares that it has no relationship with any employee, officer, or director of the Authority, except as may be disclosed within the Proposal.

EXECUTED THIS _____ DAY OF _____, 2024 AT _____ IN THE PROVINCE OF
BRITISH COLUMBIA.

LEGAL SEAL OF CORPORATION (IF REQUIRED)

WITNESS SIGNATURE

WITNESS NAME

ADDRESS

CITY, PROVINCE, POSTAL CODE

PROPONENT AUTHORIZED SIGNATURE

NAME OF PROPONENT SIGNING OFFICER

LEGAL NAME OF PROPONENT

ADDRESS OF PROPONENT

CITY, PROVINCE, POSTAL CODE

CONTACT TELEPHONE NUMBER

CONTACT FAX NUMBER

E-MAIL ADDRESS

5.5 APPENDIX E - FEE PROPOSAL

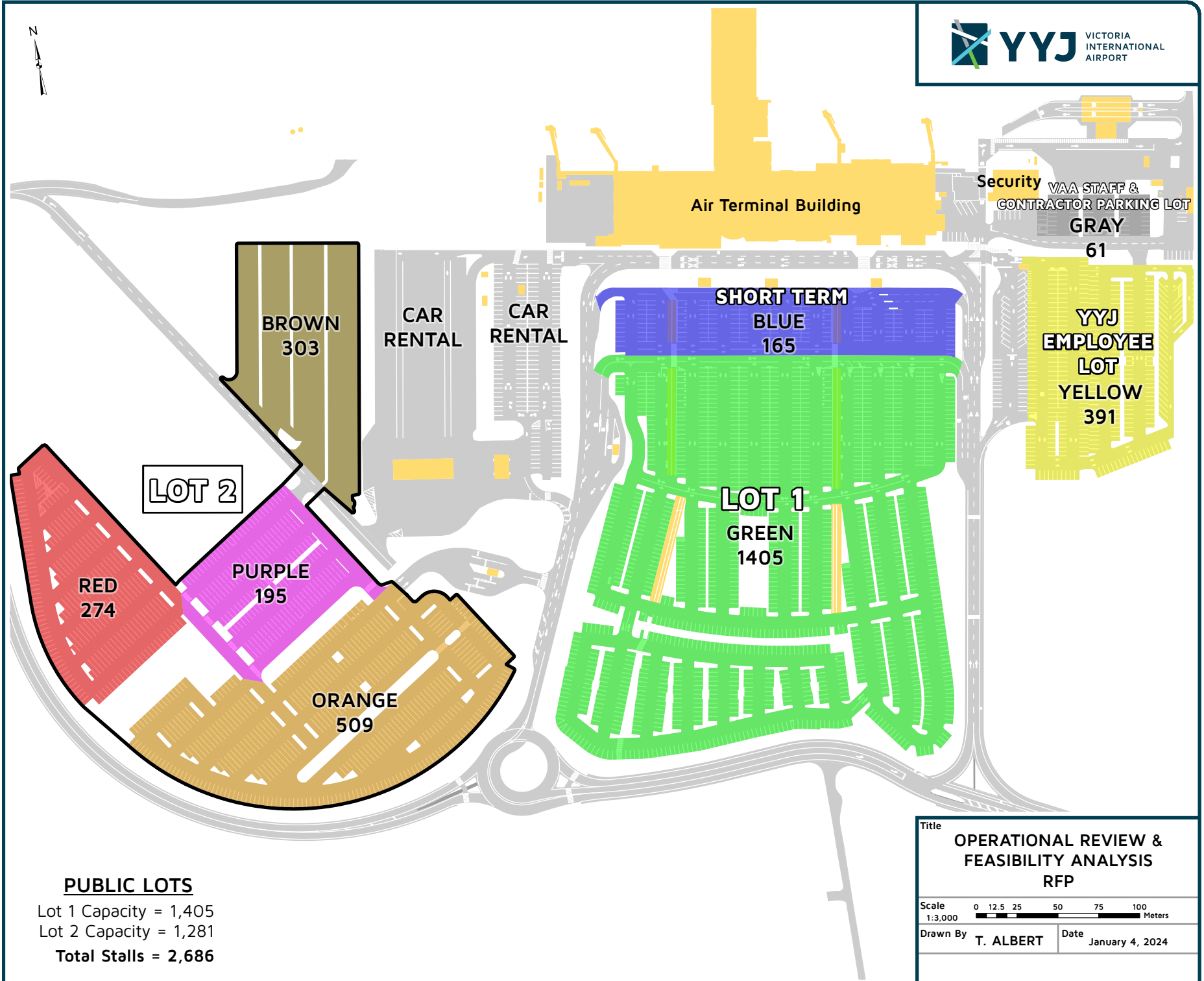
Component	Proposed Fee- must be in CAD\$
Operational Review and Feasibility Analysis	
Disbursement Budget to support travel, lodging, rental car, fuel, meals and any other anticipated costs	
Total Fee Proposal	

Additional work may be requested or required outside of the scope of the work detailed in the RFP. Please indicate the hourly rates for various staff that may be tasked with this work.

Team Member Title	Hourly Rate- must be in CAD\$

Payment Terms: Please specify payment terms below:

5.6 APPENDIX F- YYJ PARKING LOT MAP



PUBLIC LOTS

Lot 1 Capacity = 1,405

Lot 2 Capacity = 1,281

Total Stalls = 2,686

Title
**OPERATIONAL REVIEW &
FEASIBILITY ANALYSIS
RFP**

Scale
1:3,000
0 12.5 25 50 75 100 Meters

Drawn By **T. ALBERT** Date **January 4, 2024**

5.7 APPENDIX G- DRAFT CONTRACT



YYJ

VICTORIA
INTERNATIONAL
AIRPORT

**Professional Services Contract
– Short Form –**

Contract No: VAA-CO-2024-__

Date of Contract: __ day of ____, 20__

Title: [INSERT DESCRIPTION OF SERVICE]

Between:

Victoria Airport Authority
(the “**Authority**”)
201 – 1640 Electra Boulevard
Sidney, BC V8L 5V4

and

(the “**Consultant**”)

Contact:

Phone #: (250) 953-7500

Fax #: (250) 953-7509

Email:

Contact:

Phone #:

Fax #:

Email:

TERMS AND CONDITIONS

The parties hereto agree as follows:

1. In this Contract, the following terms will have the meanings expressed below:

Consultant: means [INSERT CONSULTANT LEGAL NAME], as listed above and any of its executors, administrators, successors, or permitted assigns. “Consultant” also means any directors, officers, servants, employees, agents or sub-contractors of the Consultant and any other individual, company, corporation, partnership, firm, trust, sole proprietorship, authority or entity whosoever designated or constituted, for whom the Consultant may be responsible in law.

Consultant’s Proposal: means the Consultant’s response, dated ____, 20__, to the RFP, a

copy of which Proposal is annexed to and forms an integral part of this Contract at Schedule "A" – *Statement of Services*.

Contract: the undertakings imposed by the parties to perform their respective duties, responsibilities and obligations as set forth in this Contract including Schedules "A", "B", and "C", and any ancillary documents attached thereto.

Fees & Expenses: Fees and Expenses are as set out in Schedule "B" – *Statement of Fees* attached hereto. Any approved Expenses or Disbursements will be charged at cost.

His Majesty: His Majesty the King, in Right of Canada, represented by the Minister of Transport and all His successors and assigns.

Records: designs, drawings, models, plans, specifications, data, tapes, programs, documents, memoranda, reports, and other records in any form whatsoever.

RFP: means the Authority's Request for Proposals issued the ____ day of _____, 20__ requesting proposals from qualified Consultants for the _____, a copy of which RFP is annexed to and forms an integral part of this Contract at Schedule "A" – *Statement of Services*.

Services: means the _____ to be performed by the Consultant and any Sub-Contractors as described in Schedule "A" and all ancillary documents attached thereto.

Sub-Contractor any registered/licensed professional engaged by the Consultant in connection with this Contract.

Term: is that period commencing the _____, 2024 and expiring upon completion and delivery of the Services, which shall be on or before _____, 2024 (the "Term").

2. The Consultant represents and warrants to the Authority that the Consultant has the necessary qualifications including knowledge, skills, expertise and experience necessary to perform and complete the Services in accordance with this Contract and in a competent, diligent, and professional manner. The Consultant hereby agrees to perform and complete the Services in accordance with this Contract and in a competent, diligent, and efficient manner to the full satisfaction of the Authority.
3. In performing the Services, the Consultant will use only personnel, employees or Sub-Contractors who have the requisite professional qualifications, skill, and experience to enable the Consultant to

competently provide the Services in accordance with this Contract.

4. In carrying out its obligations under this Contract, the Consultant, including any Sub-Contractor, shall at all times, be an independent Consultant and not an employee or agent of the Authority, and the scope of the Consultant's duties in respect of this Contract are limited to those expressly set out in Schedule "A".
5. Upon complete performance of the Services as required under this Contract, or at the time intervals set out in Schedule "B" – *Statement of Fees*, the Consultant will submit an invoice to the Authority containing the following information:
 - a) amount of Fees charged by the Consultant, setting out the dates and hours during which the Services were rendered by each person including the equipment used in performing the Services, provided that in no event will the amount of Fees charged by the Consultant under this Contract exceed the maximum amount set out in Schedule "B" – *Statement of Fees*;
 - b) amount of any expenses which are preapproved by the Authority and claimed by the Consultant, attaching receipts or vouchers for each expense claimed; and
 - c) the amount of Goods and Services Tax "GST" charged and the Consultant's GST registration number.
6. Subject to verification by the Authority of the amount of the Fees and Expenses, the Authority will pay the amount of approved Fees and Expenses within thirty (30) days of the receipt of the invoice described in Clause 5.
7. The Consultant, its employees or personnel and any Sub-Contractor, will treat as strictly confidential all Records, and any information contained in such Records, which are provided to or obtained by the Consultant as a result of this Contract or in the performance of the Services, whether or not such Records are provided by the Authority. The Consultant, its employees or personnel and any Sub-Contractor, further agrees not to publish, release or disclose such Records or information to any third party at any time during or after the Term of this Contract. Originals and copies of all such Records must be returned to the Authority upon the earlier of termination of this Contract or at the request of the Authority, other than those required to be kept by Consultant in Consultant's professional capacity.
8. The Consultant provides herewith an irrevocable non-expiring royalty-free license to the Authority and His Majesty for any copyright of the Records and inventions produced by the Consultant in connection with this Contract and the Services and that such Records and inventions shall be used by the Authority and His Majesty, at any time, for any purpose or purposes related to this Contract and the Services provided herein without further consent of the Consultant or further payment by the

Authority or His Majesty to the Consultant. The Consultant further agrees to execute any documents or do any acts, which the Authority may reasonably require to perfect such license.

9. The Consultant shall indemnify and hold harmless His Majesty from any and all costs in connection with the preparation of the Records and inventions in connection with this Contract and the Services provided herein.
10. Prior to the end of the Term, the Authority may terminate this Contract by written notice to take effect immediately upon receipt of it by the Consultant if:
 - a) the Consultant breaches any of its obligations under this Contract;
 - b) the Consultant becomes insolvent, bankrupt or has a receiver appointed or makes any proposal under the *Bankruptcy Act*; or
 - c) the Consultant comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Contract.

The Consultant will not be entitled to compensation for any Services provided after the date of termination.

11. Notwithstanding anything to the contrary in this Contract, the VAA may terminate this Contract for any reason at any time during the Term by giving thirty (30) Days prior written notice to the Consultant.
12. The Consultant and any Sub-Contractor shall respectively purchase, maintain and provide to the Authority, the following insurance coverage:
 - a) project errors and omissions professional liability insurance in the amount of not less than Two Million (\$2,000,000) Dollars. Such insurance shall be in the name of the Consultant (or Sub-Contractor) and shall include the following: (a) thirty (30) days prior written notice of any cancellation to the Authority; (b) remain in force from the date of execution of this Contract and for one (1) year after the date of substantial performance of the Services.
 - b) Commercial general liability insurance (including bodily injury, death and property damage) in the amount of not less than Five Million (\$5,000,000) Dollars per occurrence. Such insurance shall be in the name of the Consultant (or Sub-Contractor) and shall include the following: (a) provide for the Authority as an additional insured with thirty (30) days prior written notice of any cancellation to the Authority; and, (b) remain in force from the date of execution of this Contract and for two (2) years after the date of substantial performance of the Services

- c) "All Risk" equipment insurance for full replacement cost/actual value covering owned and non-owned mobile equipment, property & construction or testing tools and machinery and equipment used by the Consultant under this Contract and in the performance of the Services.
- d) automobile insurance with respect to owned and non-owned automobiles which are used directly or indirectly for this Contract and in the performance of the Services, covering liability for bodily injury, death and damage to property in an amount of not less than Five Million (\$5,000,000) Dollars per occurrence.

The aforementioned insurance coverage shall contain the following: (a) waiver of subrogation in favour of the Authority; and (b) be primary and no-contributing to any other insurance available to the Authority, except for automobile insurance as noted above.

- 13. The Consultant and any Sub-Contractor assumes all risks incidental to its performance of this Contract and shall indemnify and hold harmless the Authority, its directors, officers, employees, agents, successors, assigns, and His Majesty from any and all claims, damages, losses, expenses and demands by reason of any loss, bodily injury or damage to person or property resulting from the fault or negligence of the Consultant, its directors, officers, employees, agents or Sub-Contractors in the performance or non-performance of any of their obligations under this Contract.
- 14. Prior to commencement of the Services and upon the placement, renewal, amendment or extension of all or any part of the above insurance, the Consultant shall promptly provide the Authority with confirmation of coverage and, if required, a certified true copy of the policy certified by an authorized representative of the Insurer together with copies of any amending endorsements. All insurance and policies shall be with insurers approved and in a form acceptable to the Authority.
- 15. WORKERS' COMPENSATION
 - a) It is the Consultant's responsibility to determine if coverage is required under the *Workers' Compensation Act of British Columbia*, R.S.B.C. 1996 c 492, as amended, (or any replacement statute). The Consultant unconditionally guarantees to the Authority full compliance with the conditions, regulations and laws relating to Workers' Compensation by the Consultant.
 - b) Any penalties, fines, financial assessments and the like resulting from any failure on the part of the Consultant to comply with the provisions of the *Workers' Compensation Act* will be paid by the Consultant when due. The Consultant agrees to indemnify and save harmless the Authority and Her Majesty with respect thereto.
- 16. The Authority shall provide for and maintain Airport Operators Liability Insurance coverage on a per occurrence basis, covering legal liability for bodily injury, personal injury, death, and damage to property arising out of the operations of the Authority. Subject to policy deductibles which shall be

paid by the party found to be at fault with respect to any claim or claims.

17. The Consultant shall not assign, sub-contract or transfer any part of this Contract without the prior written consent of the Authority, which consent may be arbitrarily withheld. In the event of an assignment, sub-contract or transfer of any part of this Contract, the Consultant shall preserve and protect the rights of the Authority and His Majesty under this Contract and the performance of the Services and shall incorporate the terms and conditions of this Contract into any assignment, transfer or sub-contract. The Consultant shall remain liable to the Authority for acts and omissions of any Sub-Contractor.
18. This Contract constitutes all of the agreements between the Consultant and the Authority and supersedes all prior written or oral agreements, representations, negotiations, and discussions between the parties, unless otherwise attached hereto and forming an integral part of this Contract. No modification of this Contract will have any effect unless the modification is in writing and signed by both the Consultant and the Authority.
19. This Contract will be governed in accordance with the laws of British Columbia and the laws of Canada. The Consultant will perform its obligations under this Contract in compliance with all statutes, by-laws, regulations or other laws in force in British Columbia during the Term.
20. If any provision in this Contract is found to be invalid or unenforceable, that provision shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.
21. The Consultant acknowledges that it has been informed and confirms its understanding of the policy statement adopted by the Authority with respect to conflict of interest, and covenants and agrees that strict compliance with the policy by the Consultant and its employees is a fundamental condition to this Contract, and any breach thereof shall entitle the Authority, at its sole discretion, to terminate this Contract, whereupon:
 - a) the Consultant shall reimburse the Authority for any loss which it incurs as a result of the termination, and
 - b) the Consultant waives any right of recourse or claim for compensation arising from such termination.
22. No waiver by the Authority of any breach by the Consultant of any provision of the Contract shall be a waiver of any subsequent breach. No forbearance by the Authority to seek a remedy for any breach by the Consultant shall be a waiver of any rights and remedies with respect to the breach or any subsequent breach.
23. Any notice which either party may desire or be required to give the other may be delivered by hand or

may be sent by facsimile or prepaid mail to the address marked to the attention of the Contact. Such notice shall be deemed to have been given upon the date of delivery of the notice for the third business day following the mailing of the notice by prepaid mail, as the case may be.

24. This Contract shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as at the date first above written.

Victoria Airport Authority

and **[Consultant Name]**

Elizabeth M. Brown
President & Chief Executive Officer

Name:
Title:

Schedule "A"

Statement of Services

The Consultant will provide to the Authority, in accordance with this Contract, the Services as set out in detail in the following documents which shall be attached to and form an integral part of this Contract as Schedule "A":

1. RFP; and
2. the Consultant's Proposal.

In the case of a conflict or inconsistency between the terms set out in the RFP and the Consultant's Proposal, the RFP shall prevail.

Schedule “B”

Statement of Fees

The Authority shall during the Term pay the Consultant Fees for performance of the Services in accordance with Section 5 of this Contract and the Consultant’s Proposal, which is attached at Schedule “A” of this Contract – *Statement of Services*.