



Request for Proposal

CUPPS+ Support

Date of Issue: October 31, 2024

Response due by: 2:00PM PST, Friday, November 29, 2024

CONTENTS

DEFINITIONS	1
1. OVERVIEW	2
1.1 INTRODUCTION	2
1.2 BACKGROUND -VICTORIA INTERNATIONAL AIRPORT	2
1.3 SELECT RECOGNITION AND AWARDS	3
1.4 DONATIONS AND SPONSORSHIPS AT YYJ	4
2. RFP SCOPE OF WORK	5
3. APPROACH TAKEN IN THE RFP	7
4. INSTRUCTIONS.....	7
4.1 ISSUING OFFICE AND COMMUNICATIONS	7
4.2 NOTIFICATION OF CHANGES	8
4.3 ADDENDA	8
4.4 RFP PROCESS KEY DATES	8
4.5 SUBMITTING PROPOSALS	9
4.6 WITHDRAWAL OF PROPOSALS	12
4.7 PROPOSAL VALIDITY	12
4.8 PROPONENT COSTS	12
4.9 LOBBYING	13
4.10 CONFLICT OF INTEREST	13
4.11 NO COLLUSION	13
4.12 ASSIGNMENT OR SUBCONTRACTING.....	13
4.13 PARTNERING OR ALLIANCES WITH OTHER PARTIES	14
4.14 OWNERSHIP OF PROPOSALS	14
4.15 REQUIRED PROPOSAL CONTENTS	14
4.16 ITEMS FOR IMMEDIATE DISQUALIFICATION	15
4.17 OMISSIONS AND DISCREPANCIES.....	16
4.18 INTERPRETATION	16
4.19 DISCLOSURE OF INTEREST	16
4.20 SELECTION CRITERIA.....	17
4.21 EVALUATION.....	17
4.22 AWARD AND CONTRACT NEGOTIATIONS.....	19
4.23 INSURANCE REQUIREMENTS	19
4.24 CONTRACT FINALIZATION DELAY	20
4.25 GENERAL	20
5. PROPONENT CAPABILITIES.....	23
5.1 PROPONENT ORGANIZATION OVERVIEW AND REFERENCE.....	23
5.2 TEAM EXPERIENCE AND KEY PERSONNEL	24
6. AIRLINES AT YYJ.....	24
7. SUPPORT REQUIREMENTS OVERVIEW	25

7.1 SERVICE AND SUPPORT PARAMETERS	25
7.2 LEVELS OF SUPPORT	26
8. SITE VISIT TO YYJ REQUIREMENTS	27
9. PRICING OVERVIEW.....	28
10. REQUIREMENTS SCHEDULES	29
10.1 SCHEDULE A - GENERAL PROPONENT REQUIREMENTS	30
10.2 SCHEDULE B - LEVEL 1 ON-SITE SUPPORT.....	38
10.3 SCHEDULE C - LEVEL 2 ON-SITE SUPPORT	43
10.4 SCHEDULE D - SERVICE TARGETS.....	49
10.5 SCHEDULE E - NETWORK REQUIREMENTS	51
10.6 SCHEDULE F - COSTING SUBMISSION	52
10.7 SCHEDULE G - RECEIPT CONFIRMATION FORM	54
10.8 SCHEDULE H - PROPONENT'S DECLARATION	55
10.9 SCHEDULE I - FORM OF CONTRACT	56

DEFINITIONS

“Agreement” “Contract” means the form of agreement attached hereto at [Section 10.9, Schedule 1 – Form of Contract](#), that will be issued to formalize the Contract with the successful Proponent through negotiation process with the Airport Authority based on the Proposal submitted and will incorporate by reference the RFP, the Terms and Conditions of Contract included in this RFP, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the Airport Authority.

“Airport” “VAA” “Airport Authority” “Authority” means the Victoria Airport Authority.

“Closing Time” means 2:00PM local Pacific Standard Time (PST), on Friday, November 29, 2024.

“CUPPS, CUTE” can be used interchangeably and mean Common Use Passenger Processing and Common Use Terminal Equipment. This is the common use computer equipment including, PC, monitor, keyboard, mouse, uninterrupted power supply (UPS), bar code scanner, boarding gate reader, document printer, bag tag printer and boarding pass printer.

“CUSS” means Common Use Self Service Kiosk, which refers to the 22 Embross self service v1 and v2 kiosks.

“FIDS, GIDS, BIDS” means Flight Information Display, Gate Information Display and Baggage Information Display.

“Price” means the amount that will be paid by the Airport Authority to the Supplier for delivery and acceptance of goods and Services.

“Proponent” “Bidder” means responder to this Request for Proposal.

“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.

“PST” means Pacific Standard Time.

“Request for Proposal” “RFP” means this Request for Proposal and includes the complete set of documents, specifications, and addenda (if any) issued by the Authority prior to the closing date and time, incorporated herein.

“Services” means and includes the provision by the successful Proponent of all Services, duties, and expectations as further described in this RFP.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

“Supplier” “Contractor” “Vendor” means the successful Proponent awarded the Contract for supply of goods and services described in this RFP. The Supplier agrees to carry out all duties, obligations, work, and Services outlined in this RFP, and include all associated documentation, addenda, and mutually agreed revisions subsequent to submission of a Proposal. “Supplier” and “Proponent” are complementary in terms of duties, obligations, and responsibilities requested at the RFP stage through to provision of goods and services.

“VAA’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, and as more particularly described in [Section 4.1 – Issuing Office and Communications](#).

1. OVERVIEW

1.1 INTRODUCTION

Victoria Airport Authority is issuing a Request for Proposal for onsite level 1 and level 2 support for the Common Use Passenger Processing Systems (“CUPPS”) platform that will be selected through a parallel RFP conducted jointly with Kelowna Airport (“YLW”). This initiative aims to enhance the passenger experience and efficiently manage anticipated passenger traffic growth at the terminal at Victoria International Airport (“YYJ”) without expanding the building’s physical footprint (the “Purpose”).

For this Purpose, the Authority is seeking proposals from highly experienced and professional companies (“Proponents”) to provide pricing and solutions that align with the VAA’s medium and long-term goals and objectives.

Upon evaluation of the proposals received, the VAA will consider any acquisition for a period of five (5) years, with options to renew for two additional one (1) year periods. However, the results of the VAA’s evaluation of the proposals submitted by all Proponents will determine whether any Contract is subsequently approved or whether this RFP will be abandoned as may be determined by the VAA in its sole and unfettered discretion.

The VAA is looking for Proponents that can pro-actively contribute to the Airport’s goals and objectives in the deployment and support of modern technology that can evolve to meet the needs of stakeholders.

1.2 BACKGROUND –VICTORIA INTERNATIONAL AIRPORT

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.

Victoria International Airport 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 25kms north of Victoria, BC's capital city.

Victoria Airport Authority is the entity that operates, manages, and develops the Victoria International Airport serving the Greater Victoria region and the surrounding area, 24 hours a day, seven days a week. YYJ is primarily an O and D (Origin and Destination) airport and, prior to Covid-19, was the third busiest (based on passengers) in the Province of British Columbia after Vancouver and Kelowna reaching 2 million passengers in 2018, and the eleventh busiest in Canada.

As such, YYJ acts as a major economic catalyst, facilitating the movement of people, goods, and ideas through flight within British Columbia, throughout Canada and beyond.

YYJ is the largest airport on Vancouver Island and services the socio-economic needs of a rapidly growing population, currently estimated at approximately 400,000 and projected to grow to 480,000 by 2040. In line with other federal, provincial and local strategic initiatives, the Authority's corporate strategy is generally positive, future focused and growth oriented to match anticipated needs.

YYJ is a financially self-sufficient operation, and VAA reinvests any surplus income in the Airport. While working with its business partners, the VAA will always focus on providing high quality, low-cost airport services with the following vision and guiding principles:

- To be the best airport anywhere; to provide a safe, secure and efficient airport that enhances the economic and social benefits for the region.
- Safety, security and the environment are paramount.
- Delivering exceptional levels of service and value.
- Working openly and constructively with stakeholders and community.
- Treating all employees with fairness, dignity, and respect.
- Managing finances and infrastructure prudently.
- Fostering leadership and innovation.

1.3 SELECT RECOGNITION AND AWARDS

- YYJ was the recipient of ACI's (Airports Council International) Best Award for Airport Service Quality (ASQ) in 2012, 2014, and 2020, ranking first overall for airports in North America carrying up to 2 million passengers a year.
- YYJ was chosen as the most efficient airport in the under 5 million passengers category in the 2020 and 2022 Global Airport Performance Benchmarking.
- YYJ was rated one of the top ten most-loved airports in the world by CNNTravel among a list of favourites like Singapore Changi, Hong Kong International and Zurich.

- YYJ holds a greenhouse gas (GHG) 3rd party certification through the Airport Carbon Accreditation (ACA) global program. YYJ maintains Level 2: Reduction status which indicates that YYJ quantifies our GHG footprint annually, and demonstrates a data-supported year over year reduction.

1.4 DONATIONS AND SPONSORSHIPS AT YYJ

As part of the fabric of British Columbia's society and a proud supporter of the community it operates in, the VAA believes that it is essential to give back to the region by way of donations and sponsorships toward various charitable causes and community events. In 2023, a few examples of the philanthropic causes and organizations the VAA supported included:

- BC Cancer Foundation - 2023 Workplace Giving
- BC Children's Hospital Foundation
- BC SPCA
- Canadian Mental Health Association
- Capital Region Food and Agriculture Initiatives
- FED Urban Agriculture Society
- Peninsula Streams – Environment Education Program
- Saanich Peninsula Hospital & Healthcare Foundation - 2023 Workplace Giving
- Saanich Peninsula Lions Food Bank - 2023 Workplace Giving
- Sidney and Peninsula Literary Society
- Together We Stand Military Families Foundation
- Victoria Hospice
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Through ongoing efforts, the VAA works with its airport partners to support, engage, and enhance long-term relationships that contribute to the goals of the Airport but also the broader community. The VAA will be interested in understanding the Proponent's position regarding supporting the communities in which it operates and how it would anticipate contributing to the VAA's objectives in this matter.

2. RFP SCOPE OF WORK

This RFP's focus is to provide on-site level one, level two support and preventative maintenance support for the CUPPS platform plus all peripherals, networking devices and servers chosen within the joint RFP with Kelowna Airport. Provide additional implementation support of the chosen CUPPS platform. Provide level one support and preventative maintenance for the Airport's parking system. Additionally, provide support costs as an add on for level one support and preventative maintenance for the already established 22 Embross CUSS units. Provide support costs as an add on for level one support for the already established digital displays, FIDS, GIDS, BIDS, televisions and digital displays throughout the air terminal building, both airside and groundside.

1. At its discretion, the VAA will base its decision on the "best-fit" combination of system, pricing, terms, reference checks, and other measurements that provide the most suitable overall solution for the Airport and its tenant airlines.
2. Currently, the tenant airlines continue to use their networks and dedicated proprietary systems throughout the Airport. This is out of scope of this RFP.
3. The VAA is seeking a locally-hosted model with the core on site.
4. The Airport requires Proponents to quote on providing on-site support and systems administration personnel to service the System daily, such as those typically performed by "Level 1, Level 2" staff. The Proponent is expected to propose viable options for a suitable on-site support structure and to price out accordingly for any staff of Proponent to be YYJ-based to deliver such on-site services in accordance with the information provided in this document, with the understanding that such requirements may require further review and adjustment, based on VAA's review of Proposals and subsequent discussions.
5. Notwithstanding the preceding item, the VAA has the sole discretion to provide its own staff to perform Level 1 and Level 2 responsibilities or to contract the Proponent to do same. Regardless of the VAA providing directly or choosing to have the Proponent provide such staff, the VAA expects that any on-site personnel will have the capability to perform services to meet stakeholders' expectations. The Proponent is expected to provide the same initial quality of comprehensive training needed to allow an on-site support team to be competent immediately with the foundational knowledge to continuously improve for the long term.

SCOPE OF WORK FOR FIDS, GIDS, BIDS, AND DIGITAL DISPLAYS - LEVEL 1 SUPPORT

Objective:

Provide Level 1 support for the Flight Information Display Systems (FIDS), Gate Information Display Systems (GIDS), Baggage Information Display Systems (BIDS), and digital displays located throughout the airport.

Scope of Work:

- Perform basic troubleshooting of FIDS, GIDS, BIDS, and digital displays, including but not limited to power cycling and rebooting devices.
- If a power cycle or reboot does not resolve the issue, the contractor will escalate by raising a work order with the Victoria Airport Authority (VAA) IT team.
 - The work order should include the following details:
 - Location of the display
 - Display name/ID (if known)
 - Detailed description of troubleshooting steps taken
 - A picture of the issue, if helpful for troubleshooting purposes
- Basic tasks as directed from time to time by the VAA should a need arise.

This scope covers only Level 1 troubleshooting and escalation procedures, with further actions being handled by VAA's IT team or other relevant contractors.

SCOPE OF WORK FOR CUSS (COMMON USE SELF SERVICE) KIOSKS - LEVEL 1 SUPPORT**Objective:**

Provide Level 1 support for the Common Use Self Service (CUSS) kiosks located throughout the airport.

Scope of Work:

- Perform basic troubleshooting on CUSS kiosks, including but not limited to power cycling and rebooting devices.
- Perform regular checks to determine if paper stock is required.
- Replenish boarding card stock and bag tag stock as needed.
- Assist with minor issues such as paper jams and simple connectivity checks.
- Weekly check for card skimmers.
- Perform scheduled maintenance tasks such as, internal dust removal, quarterly printer cleaning and monthly windows updates.
- If basic troubleshooting does not resolve the issue, the contractor will escalate by raising a work order with the Victoria Airport Authority (VAA) IT team. Also, a branded VAA cover will be placed on the kiosk to show that it is out of service.
 - The work order should include the following details:
 - Location of the kiosk
 - Kiosk name/ID
 - Detailed description of troubleshooting steps taken
 - A picture of the issue, if helpful for troubleshooting purposes
- Basic tasks as directed from time to time by the VAA should a need arise.

This scope covers only Level 1 troubleshooting and escalation procedures, with further actions being handled by VAA's IT team or other relevant contractors.

3. APPROACH TAKEN IN THE RFP

The overall RFP focuses on total solutions and to find partners who:

1. Propose the most viable on-site support and service solution;
2. Have an established reputation for the most suitable after-sales services;
3. Have a strong, established Sustainability Plan or ESG; and
4. Offer the best value.

Importantly, the VAA recognizes that delivering high-quality services is a joint effort between itself and various business partners. The RFP will vet Proponents that can deliver expected results over the long term after the initial delivery of technology.

A critical strategic objective of the VAA is to develop long-term airport IT business partner relationships to help the Authority realize all benefits. As part this effort, a significant goal is to engage the right partners to share the one mindset that facilitates the VAA achieving its strategic goals to benefit the tenant airlines, the flying public, and the broader community.

The RFP (and the resulting Contract) will underscore the VAA's objectives of adopting a high-quality service experience for its customers' end-to-end journey; one that contributes to the Airport's reputation for being one of the world's best.

4. INSTRUCTIONS

4.1 ISSUING OFFICE AND COMMUNICATIONS

1. Please direct all communications regarding the RFP process to the VAA's Authorized Representative, as follows:

Victoria Airport Authority
Suite 201 – 1640 Electra Boulevard
Sidney, BC, Canada V8L 5V4

Attn: Adrian Nyland, Director, Innovation, Facilities and IT
Email: Adrian.Nyland@yyj.ca

2. It is the responsibility of each Proponent to inquire and clarify any requirements of this RFP which are not understood.
3. All communications/questions regarding this RFP **must be submitted in writing to the person stated above** and must reference the specific section number, schedule, paragraph, and page number at issue. All such communications/questions must be sent by email only. The VAA reserves the right to disqualify any Proponent directing communications to anyone else other

than to the stated VAA’s Authorized Representative.

4. The deadline for questions is 2:00PM PST, on Wednesday, November 13, 2024.
5. It is intended that any clarifications considered by the VAA to be necessary or warranted will be in the form of written supplemental documents (“Addenda”) only. The VAA will not be bound by any oral or other explanations or interpretations that are not confirmed by written Addenda. Any written Addenda will be issued to all Proponents registered as having returned the *Receipt Confirmation Form*, see [Section 10.7 \(Schedule G – Receipt Confirmation Form\)](#).
6. The VAA will prepare written responses via Addenda by November 21, 2024, via email communications.

4.2 NOTIFICATION OF CHANGES

1. All identified recipients of this RFP may be notified regarding any changes made to this RFP document; also refer to [Section 10.7 \(Schedule G – Receipt Confirmation Form\)](#). The VAA reserves the right to modify this RFP at any time.
2. Changes to this RFP will be made only by formal written correspondence issued by the VAA, via email.

4.3 ADDENDA

1. The VAA may, at any time before the Closing Time, issue additional information, clarifications, or modifications to the RFP documents. Addenda will be emailed to the formal Proponent contact person or as otherwise stipulated by the VAA’s Authorized Representative from time to time. All Addenda issued during the period allowed for submission of the responses shall be covered in the RFP, and all Addenda shall become part of any future agreement.
2. It is the Proponent’s responsibility to ensure that the Proponent receives and acknowledges receipt of all Addenda.

4.4 RFP PROCESS KEY DATES

Issue Date of this RFP:	October 31, 2024
Schedule G – Receipt Confirmation Form submission deadline:	Wednesday, November 6, 2024
Deadline to submit Questions:	2:00PM PST, Wednesday, November 13, 2024
The VAA Written Responses to Questions, including RFP Addenda, if any:	November 21, 2024
Optional Site Visit to YYJ:	November 18, 2024
Closing Time to Submit Proposals:	2:00PM PST, Friday, November 29, 2024
Clarification Period:	Three business days

Anticipated Evaluation Period:	Within thirty days after submission of bids
Anticipated Selection of Preferred Vendor(s):	December 18, 2024
Anticipated Contract Negotiations Period:	Within 45 days after selection of a preferred vendor, completion by January 31, 2025
Contract Commencement	March 1, 2025, or later depending on the end of Term for the existing support provider which may be extended due to operational requirements, such end of Term date to be determined.

The schedule above is specific to the RFP process. This schedule may be subject to change without liability to the Authority.

4.5 SUBMITTING PROPOSALS

Responses to this RFP are due on **November 29, 2024, no later than 2:00PM local Pacific Time (PST/PDT)**.

Each Proponent seeking consideration to provide goods and services related to this RFP must submit a Proposal.

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 the Requirements Schedules A through H prior to the closing date and time as follows:

1. One (1) digital version in PDF format via a secure download link sent by electronic transmission to VAA's Authorized Representative.

It is at the sole discretion of the Proponents to choose to submit a printed copy, or copies to VAA, in addition to the requirements set out above. 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.

2. All submissions must be sealed, addressed with the name of the Proponent and sent to the VAA's Authorized Representative set out in [Section 4.1 – Issuing Office and Communications](#).

3. It is the Proponent's responsibility to ensure that it has received a complete set of RFP documents as listed by the page numbers. By submitting a Proposal, the Proponent verifies that it has received a complete set of RFP documents including any Addenda.
4. Sealed Proposals must be received at the stated address by the time and date indicated on [Section 4.4 \(RFP Process Key Dates\)](#), or such extended time as may be advised via Addenda, and then privately opened. Proposals will not be opened in public. The time stamp in VAA's email inbox or by the administration office will be the official time received.
5. The Proponent's Proposal must be signed by an authorized signatory of the Proponent.
6. The Proponent must note in the email subject line that the Proposal is for "YYJ RFP - CUSS+ Support".
7. Any Proposal not complying with these requirements may be discarded without review or response (unless otherwise as noted in this paragraph), provided that any late Proposal will remain irrevocable and open for acceptance by the VAA for the period stated in [Section 4.6 \(Withdrawal of Proposals\)](#). The VAA may elect to accept a late Proposal at its discretion (if, for example, no other compliant Proposal is received, or if the Proponent selected fails to execute the Contract as required, and no other compliant Proposal is received).
8. All supporting material and documents must be included with the Proposal. The Proponent is solely responsible for the timely delivery of the Proposal. All Proposals received become the property of the VAA upon receipt.
9. The VAA will not accept any responsibility for failure to receive all or part of a submission by the Closing Time or for the inability to read any submission including illegibility, technical issues, file or data corruption, failure as a result of a system possibly used or any part thereof, inaccessible file or data on a USB drive, delay in post or courier delivery services, or for any other reason. The VAA will not be required to include in its evaluation any information that is not received or cannot be read for any of the foregoing reasons. In the event of an inconsistency between a hard copy and a soft copy of a submission in a submission provided via delivery, the hard copy will be considered to be the correct version.
10. It is essential that Proponents provide complete information with their submission so the submission can be readily understood and evaluated. Submissions that do not include the information requested or which may contain insufficient information to be readily understood and evaluated may be rejected without further notice.
11. The determination of the VAA as to whether any Proposal is or is not received within the stipulated time shall govern. It is intended that the receipt time will be established by the

clock situated at the VAA Airport Authority Reception Desk.

12. The VAA reserves the right to reject any Proposals, to waive any irregularities in a Proposal, or to accept the Proposal which, in its unfettered judgment, is in the best interests of the VAA. The VAA reserves the right to accept a part or parts of a Proposal unless otherwise restricted in the RFP, or to issue subsequent RFPs that contain some, or all, of the requirements of this RFP.
13. 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 *Receipt Confirmation Form* ([see Section 10.7 \(Schedule G – Receipt Confirmation Form\)](#)) to the Authority as set out therein.** It is the sole responsibility of the Proponent to ensure receipt of all issued Addenda and to acknowledge the Addenda in the RFP response. If any changes are made to this RFP document by any party other than the VAA, the original document in the VAA's files takes precedence.
14. The VAA reserves the right to select the successful Proponent based on Proposals received, without seeking further information for clarification from the Proponent. Upon review of Proposals, the VAA may designate the most qualified Proposals as finalists. These finalists may be invited, at the Proponent's sole cost, to make oral presentations and participate in a question and answer session with the VAA. The Authority may, following any such presentation(s) require that the information provided during such presentation(s) be confirmed in writing. The written confirmations will then form part of the Proponent's Proposal.
15. All federal, provincial, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall apply to this RFP.
16. All brochures and supplemental documentation referenced in a Proposal shall be included with the original and all the copies submitted by the Proponent. If not, the Proposal may be considered as non-responsive.
17. The Proponent agrees that any information provided in its Proposal, even if such information is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. Information provided to, or obtained by the Proponent pertaining to the VAA, as a result of participating in this RFP is confidential and must not be disclosed without prior written authorization from the VAA's Authorized Representative.
18. Any submission or other document received in response to this RFP process which purports to limit the VAA's obligations under the *Freedom of Information and Protection of Privacy Act*

(British Columbia) or any other applicable law will be void and severed from the submission. By submitting, the Proponent will be deemed to have accepted this term.

19. By submitting a Proposal, the Proponent agrees to comply with all applicable privacy laws, including without limitation, the *Personal Information Protection Act* (British Columbia) (“PIPA”) which sets out obligations regarding the protection of personal information in the course of commercial activity. The Proponent is wholly responsible for determining any requirements to comply with such applicable privacy laws with regards to the collection, use or disclosure of personal information in the course of its dealings with the VAA. Any Contract resulting from this RFP process will further specify the obligations of the successful Proponent with regards to applicable privacy laws.

4.6 WITHDRAWAL OF PROPOSALS

1. A Proponent may withdraw its Proposal without penalty by giving written notice (via email) to the stated VAA’s Authorized Representative at any time before the Closing Time.
2. The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the VAA’s Authorized Representative.
3. The VAA will accept only the Proponent’s authorized representative as having the authority to give notice of withdrawal.
4. If a Proponent gives notice of withdrawal before the Closing Time, the VAA’s Authorized Representative shall:
 - a. Retain the Proposal until after the Closing Time has elapsed;
 - b. Open the Proposal to identify that the person who delivered the notice of withdrawal is the Proponent’s authorized representative as identified;
 - c. If the notice is confirmed to be from the Proponent’s authorized representative, declare the Proposal withdrawn.

4.7 PROPOSAL VALIDITY

At the VAA’s sole discretion, Proposals will remain open for acceptance for not less than one hundred and twenty (120) days after Closing Date and Time.

4.8 PROPONENT COSTS

All costs and expenses with the preparation and submission of a Proposal to this RFP, or in attending or taking part in meetings, presentations, briefings or interviews, if any, whether at YYJ or elsewhere, shall be the sole responsibility of the Proponent and the VAA assumes no liability whatsoever for any costs and expenses.

4.9 LOBBYING

1. The Proponent shall not, outside of its Proposal, directly or indirectly lobby or advocate in favour of its Proposal, or against the Proposal of another. If despite the foregoing, any such lobbying or advocating has occurred, then the Proponent shall promptly report the matter to the VAA's Authorized Representative. The VAA may elect to disqualify any Proposal for such lobbying or advocating, or failure to report or may elect to accept a Proposal despite non-compliance with the foregoing.
2. To ensure the integrity of the process inquiries and other communications regarding the RFP must be directed, in writing, only to the VAA's Authorized Representative. To minimize miscommunications and/or the receipt of incomplete or out-of-date information, Proponents must not approach business units or any other VAA contacts regarding the RFP. Contacting any parties other than those identified may result in Proponent disqualification from this process and may negatively affect future opportunities with VAA.

4.10 CONFLICT OF INTEREST

1. In its Proposal, the Proponent is required to disclose to the VAA any potential, actual or perceived conflict of interest. If in the determination of the VAA a potential, real or perceived conflict of interest exists, the VAA may elect to disqualify the Proponent.
2. If a breach of this requirement is discovered at any time during or after the RFP process, then the VAA may elect to disqualify the Proponent.

4.11 NO COLLUSION

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

1. There is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponents in any way with the Proposal submitted for this RFP;
2. The Proponent has no knowledge of the contents of any other Proposal; and
3. 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.

4.12 ASSIGNMENT OR SUBCONTRACTING

The VAA expects that the Proponent shall deliver all goods and services set out in this RFP. However, if a Proponent intends to subcontract any portion of the goods and/or services to a third party, the Proponent must clearly identify which goods and/or services it proposes to subcontract, and the identity of all subcontractors, and the Proponent may not retain or employ such subcontractors without first obtaining the prior, written consent of the VAA. Notwithstanding any such subcontracting

that may be accepted by the VAA, the Proponent shall remain at all times the sole point of contact for the VAA and shall be liable for all actions and inactions of such subcontractors. Other than in strict compliance with the foregoing, this RFP and any resulting Contract may not be assigned or subcontracted in whole or in part by the Proponent, nor shall the provision of any goods or services provided by any party other than Proponent. This requirement applies to the provision of both goods and services during the entire term of the Contract. The VAA will carefully evaluate how such subcontracting arrangements benefit the Airport.

4.13 PARTNERING OR ALLIANCES WITH OTHER PARTIES

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.

4.14 OWNERSHIP OF PROPOSALS

1. All submissions become the property of the VAA. The VAA shall not be required to return any submissions.
2. The VAA may reproduce any of the submissions and supporting documents for internal use or any other purpose permitted or required by law.

4.15 REQUIRED PROPOSAL CONTENTS

All supplemental documents and materials shall be included with the original, and all copies of the original delivery by the Proponent. If not, the Proposal may be considered as non-responsive. Proponents must submit the following information in their Proposal, including the Requirements Schedules A through H, prior to the closing date and time:

1. **Receipt Confirmation Form:** The Proponent shall provide a filled-out Receipt Confirmation Form with authorizing signature for the Proposal. [See Section 10.7, Schedule G – Receipt Confirmation Form.](#)
2. **Table of Contents.**
3. **Company Profile and Background.** Provide the following information:
 - a. **Location** - The street address of the Proponent's company headquarters.
 - b. **The Office of Proponent** - Provide the location of the Proponent's office that will be doing business with the VAA.

- c. **Proponent's primary business** - State the Proponent's primary business and market, the number of years in the airport and airlines industry, and the number of employees assigned to activities related to its primary business.
 - d. **State the legal form of Proponent company:** sole proprietorship, partnership, corporation, etc., and the governing jurisdiction of its current existence.
 - e. **Key personnel information.** Provide the name, title, address, telephone number and e-mail address of the persons proposed to be responsible for the contract and function as VAA's primary contacts.
4. **Proponent's Response.** The body of the Proposal, an overview of the solution, compliance matrix.
5. **References.** See the various requirements starting in [Section 10 \(Requirements Schedules\)](#).
6. **Pricing:** All pricing must be in Canadian Dollars, inclusive of duty where applicable. FOB destination, delivery charges included where appropriate. Exclusive of HST, GST, and PST as may be applicable. All pricing presentation as suggested per sample in [Section 10.6 \(Schedule F – Costing Submission\)](#).
7. **Statement of exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the VAA's requirements and conditions outlined in the RFP documents. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from RFP are to be identified, and failure to do so shall make the Proposal non-responsive.
8. **Alternative Solutions.** If the Proponent has a different approach or alternatives to the goods and service described in the RFP, Proponents should submit the alternative approach in a separate Proposal.
9. Appendices, appropriately tabbed and referenced.

The entire content of the Proponent's Proposal must be submitted in a fixed form. The content of websites or other external documents referred to in the Proponent's Proposal (but not included therein) will not be considered to form part of its Proposal and will not be reviewed by the VAA during its evaluations.

4.16 ITEMS FOR IMMEDIATE DISQUALIFICATION

Regardless of any evaluation results, the VAA may disqualify a Proponent at the VAA's sole discretion without notice or consultation if any of the following exists:

1. Proponent's failure to submit all required information specified in the RFP.
2. The VAA determines in its sole discretion that a Proponent does not have the appropriate

qualification and experience for an award.

3. The VAA has barred the Proponent from consideration for a Contract award in the VAA's unfettered discretion.
4. Late submissions or outside of the communications/submission channel.
5. Conflict of Interest.
6. Prohibited conduct and communications.
7. Communicating with external parties. Other parties include but are not limited to, the media, other airports, the airlines, without the VAA's Authorized Representative's authorization regarding the RFP and the Purpose.
8. Illegal or unethical conduct.
9. Past performance or conduct. The Proponent has, in the VAA's sole opinion, failed to satisfactorily meet its contractual obligations to the VAA in any prior contract, including but not limited to breaching a current or previous contract with the VAA or repeated performance deficiencies without satisfactory remedial actions.

4.17 OMISSIONS AND DISCREPANCIES

1. Should the Proponent be in doubt as to the meaning, intent or interpretation of any part of this RFP, or find any discrepancies or omissions, it is the Proponent's responsibility to inquire about such items and obtain clarification.
2. The Proponent shall be responsible for any errors, omissions, discrepancies or misunderstanding resulting from the Proponent's failure to examine the RFP documents thoroughly and from the Proponent's failure to inquire with the VAA's Authorized Representative and obtain clarification.
3. The Proponent shall not claim at any time after the submission of a Proposal or the subsequent execution of a Contract that there was any misunderstanding with anything contained in the RFP documents.

4.18 INTERPRETATION

1. No oral interpretation of any of the RFP documents by anyone, whether or not employed by the VAA, shall be effective to alter or modify any of the provisions in the RFP documents.
2. Every request for interpretation or clarification of the meaning of any of the requirements of the RFP documents shall be made in writing as indicated in [Section 4.1 \(Issuing Office and Communications\)](#).

4.19 DISCLOSURE OF INTEREST

1. 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.

2. 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.

4.20 SELECTION CRITERIA

The VAA evaluation team will evaluate each Proposal submitted based on the best value to the VAA considering requirements suitability such as technical solution, prior experience, key personnel, past performance, reference checks, and cost/fee factors, value-added/sustainable benefits, and any other criteria that may become evident during the review process.

After receipt and review of the written Proposal, the VAA may elect to have the Proposal presented in person or request clarifications or additional information to be submitted in writing 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 Proponents as a result of such negotiations or modifications.

The Proponent shall not assume that any information shared with the VAA before this RFP will be considered in the evaluation process of this RFP. The VAA evaluation team may or may not have prior knowledge of any discussions and such processes.

Evaluation will be completed on the information submitted in a Proposal only. The Proponent will be solely responsible for including all the information in its Proposal and that any amendments to its Proposal are acknowledged in writing by the VAA's Authorized Representative.

4.21 EVALUATION

Evaluation of Proposals will be by a selection team formed by the VAA and may include employees, consultants, and contractors of the VAA and other participants such as airline representatives. However, notwithstanding the use of airline representatives and other third parties in the selection team, any resulting Contract will be exclusively between the VAA and the successful Proponent without the involvement of any such airlines or other third parties.

The VAA reserves the right in its sole discretion to determine whether or not Proponents have the appropriate goods, qualifications, and experience that will be most advantageous to the VAA. The criteria set out below will be considered during the VAA's evaluation of all Proposals, but such criteria are not exhaustive and the selection of the preferred vendor, and the awarding of a Contract, if any, will be at the sole discretion of the VAA.

The Proponents agree that upon submission of their Proposal, the Airport may disclose the name of their company. However, the results of the VAA's evaluation of all Proposals shall not be

disclosed to any Proponents. For clarity, no prices, scores, weights, totals or ranking of Proposals or Proponents will be provided to any Proponents.

Key Items	Evaluation Strategy/Criteria - v1.0
A. General Proposal Requirements	
Corporate Structure	Location, experience, qualifications, Sustainability plan/ESG, etc.
Management Plan and Proponent Qualifications	Relevant experience and competence in providing such systems and services to other airports
	Proposed ability and schedule to meet Airport milestones
	Service and support services, including client-management plan, adherence to response/resolution times
	Project management and implementation support and timelines
	Training plan and ability to provide training
	Ability to help Airport over the long-term, sharing one mindset
	References, past performance history at the Airport
	Key personnel qualifications
	Other factors; i.e., airlines feedback
B. Financials	
Proposed support pricing – on-site Level 1 + Level 2	
Add on pricing for level 1 + preventative maintenance for the parking system	
Add on pricing for level 1 + preventative maintenance for 22 Embross v1 and v2 CUSS kiosks	
Add on pricing for level 1 support for digital displays, FIDS, GIDS, BIDS and televisions	
Incentives	
Ongoing costs	
Lump sum costs	
Other factors	
C. Proposal	
A format that is clear and comprehensive	
Other factors as determined by Airport	
D. Other criteria the Airport may consider appropriate to its evaluation.	
At Airport's sole discretion	

4.22 AWARD AND CONTRACT NEGOTIATIONS

1. All Proponents submitting a Proposal will be notified only of the identity of the Proponent finally selected to provide the goods and services specified in the RFP.
2. The VAA will notify the successful Proponent (“Supplier”) in writing of its decision to negotiate the Contract. If and when a Contract is entered into with a successful Proponent, the VAA and the Proponent will enter into a form of contract substantially similar to the form of contract attached hereto at [Section 10.9, Schedule I – Form of Contract](#). The VAA reserves the right to negotiate, modify and/or add any contract terms and conditions to the Contract. 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.
3. All or part of this RFP and winning Proposal may be incorporated into and form an integral part of the Contract.
4. The VAA may reject all Proposals received and re-advertise for Proposals if necessary. Such cancellation of the RFP process does not preclude the VAA from subsequently meeting with any Proponent to negotiate a Contract that best suits the needs of the VAA.
5. 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.
6. Any offer for a Contract at the Airport shall be made in writing only by the Authority’s President and CEO. The Authority reserves the right to award multiple service contracts as a result of this RFP.

4.23 INSURANCE REQUIREMENTS

1. The Contract with the successful Proponent shall require, without limiting its obligations or liabilities thereunder, the Proponent to procure and maintain, at its own expense and cost, such insurance policies as may be required by the VAA in accordance with Article 9 of the Contract – *INSURANCE*, which Contract is attached hereto at [Section 10.9, Schedule I – Form of Contract](#). Such insurance policies must be maintained continuously throughout the term of the Contract.
2. 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 the insurance requirements set out above.
3. The successful Proponent shall comply with all applicable laws in the delivery of the goods and

services set out in the Contract, including without limitation *Workers Compensation Board of British Columbia Insurance (WorkSafeBC)* covering all employees engaged in the work or services pursuant to the Contract.

4.24 CONTRACT FINALIZATION DELAY

If a written Contract cannot be finalized to the satisfaction of the VAA within thirty (30) days of notification of the successful Proponent, the VAA may, at its sole discretion at any time thereafter, terminate discussions with that Proponent 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.

4.25 GENERAL

1. This RFP is a non-binding invitation for information and/or a proposal. Neither the VAA nor any Proponents shall be required to initiate any contractual relations by the issuance of this RFP by the VAA, or the submission of information or proposal in response to this RFP. The sole intent of this RFP is to solicit expressions of interest through a request for information or proposal. The VAA will consider the resulting expressions of interest and may, in its sole discretion, undertake discussions and negotiations with any Proponent. The issuance of this RFP to any prospective Proponent shall not cause any express or implied commitment or undertaking on the part of the VAA to acquire goods or services or undertake any form of transaction.
2. Based on the Proposals and related information received in reply to this RFP, the VAA shall decide whether or not to proceed in the manner presented in this RFP. The VAA does not make any representation or give an assurance that the VAA will proceed with this RFP, in whole or in part, select any preferred Proponent, obtain any or all required approvals or funding for any related acquisitions, or negotiate or execute any agreement with any Proponent. In the event the VAA elects to continue or not, in whole or in part, with the initiative by alternative methods, the VAA shall have no liability in any matter whatsoever to any of the Proponents. By submitting a Proposal, the Proponent acknowledges and agrees that it has not relied upon any representation or information from the VAA or any related party that the VAA will enter into a legally binding agreement with any proponent that submitted a proposal in response to this RFP.
3. The VAA is not bound to award a Contract to any Proponent or qualify any Proponent. By submitting, the Proponent agrees that should it be successful, the Proponent will negotiate a Contract with the VAA in good faith on substantially the same terms and conditions set out in this RFP and such other terms and conditions to be finalized to the satisfaction of the VAA, except where the Proponent has noted exceptions in its submission that are not accepted by the VAA in which case the Proponent may decline to Contract with the VAA, and the Proponent's participation in this RFP process will cease.
4. Obligations of the VAA in connection with this RFP and the Contract or agreement

contemplated by this RFP are subject to approval by the Board of Directors of the VAA in their sole and unfettered discretion. In the event such Board approval is not given, or any related funding is not available on terms and conditions satisfactory to the VAA in its determination, then the VAA may defer or terminate this RFP process and shall be relieved of all such obligations, without liability, expense, or penalty to the VAA.

5. The VAA reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the Airport. The VAA will be under no obligation to proceed further with any submitted Proposals and should it decide to abandon same, may, at any time, invite further Proposals for the described goods and services or enter any discussion or negotiations with any party for the provision of the goods and services.
6. No Claim – Notwithstanding any other provision of this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim. 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.
7. The laws and Courts of the Province of British Columbia shall apply and have exclusive jurisdiction over the subject matter of this RFP and any resulting Contract and to determine all disputes and claims arising out of or in any way connected with this RFP.
8. The terms and conditions contained in this RFP: (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision except as otherwise expressly stated); and (b) are non-exhaustive and shall not restrict the rights of the parties to engage in pre-contractual discussions and negotiations.
9. The Proponent whose response is accepted shall obtain and pay for all permits, licenses, work visas, required either by The Government of Canada, The Province of British Columbia, the District of North Saanich, the VAA, or any other authority. Compliance with all requirements, permits, licenses, and laws, must be in place before the Proponent initiating any provisions of the Contract to be by the terms of the agreement.
10. Notwithstanding anything to the contrary in this RFP, this is a Request for Information / Request for Proposal and not a request for binding offers. The VAA is not seeking a legally binding Agreement and Contract at this time and intends to conduct future negotiations with the selected Proponent to determine if a mutually acceptable Agreement can be reached that includes the terms and conditions set out in this RFP. Until such an Agreement is finalized and executed, the selection of any Proponent as a result of this RFP does not constitute the entering

into of any legally binding commitments. The RFP process, therefore, is intended to identify prospective vendors with preferred solutions to the VAA's requirement and then potentially to negotiate agreements. The VAA retains the right to continue, modify or abandon this RFP process at any time prior to signing a legally binding Agreement.

11. No contractual, tort or other legal obligations are created or imposed on the VAA or any individual, officer or employee of the VAA by the RFP documentation or by submission or consideration of any Proposal by the VAA.
12. Any pricing information provided in Proposals will be non-binding before the execution of a written Agreement. However, such information will be assessed during the evaluation of the Proposal and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, may impact any such evaluation, ranking or Contract award. All pricing submitted by Proponents must be submitted in good faith.
13. The VAA, in its sole discretion, reserves the right to reject any or all submissions, if they are deemed unable to meet the reasonable value or expected benefits to the VAA.
14. The VAA, in its sole discretion, reserves the right to waive any informality or irregularity in responses received. The VAA may seek clarification or confirmation from any one or more Proponents and may give any Proponent an opportunity to correct its Proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error relative to its Proposal.
15. The VAA may at any time elect to request re-submission and may undertake the entire process over again, in the same or altered format, and with the same or different participants.
16. The VAA reserves the right to give one or more Proponents an opportunity to clarify its Proposal and is not obligated to offer the same opportunity to the other Proponents.
17. The VAA reserves the right to negotiate with one or more Proponents without being required to negotiate with the other Proponents.
18. The VAA reserves the right to accept any submissions which in the VAA's opinion offers the most overall value or is the most advantageous for the VAA and directly award to that Proponent.
19. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP and the Purpose to external parties that include, but not limited to, the media, any member of the public, other airports, the airlines (tenant and head office) without the prior written authorization of the VAA's Authorized Representative. All Proponents must ensure that all

other parties, if any, contributing to the Proponent's Proposal adhere to confidentiality requirements.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

5. PROPONENT CAPABILITIES

5.1 PROPONENT ORGANIZATION OVERVIEW AND REFERENCE

The Proposal should include a general overview of the Proponent company, its structure, size, and capability to deliver the goods and services as required in this RFP. This section should specifically highlight recent and relevant experience that demonstrates the Proponent's suitability to undertake all the requirements outlined in this RFP.

1. The VAA is particularly interested in contacting the Proponent's airport clients in the following order of preference: (a) within Canada; (b) within the United States; or (c) internationally.

2. At the VAA's discretion, Proponents responding to this RFP authorize the VAA to contact any references listed in the Proponent's Proposal. The VAA shall have the right at any time to communicate, interview or visit any reference clients.
3. The VAA is entitled to seek additional references independent of those supplied by the Proponent including, but not limited to, internal references, consultants, airlines, airports and other third parties in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the VAA and elsewhere or other verifications as are deemed necessary by the VAA to verify the information contained in the Proposal and to confirm the suitability of the Proponent.
4. Further to the VAA's reservation of rights under this section, if the Proponent is deemed unsuitable by the VAA in its sole discretion due to unsatisfactory references, or if the Proposal is found to contain material errors, omissions or misrepresentations, the Proponent's Proposal may be rejected.

5.2 TEAM EXPERIENCE AND KEY PERSONNEL

The Proposal must identify the proposed team members that will perform the work and indicate the level of involvement of each team member. This section should address team structure and organization, including an organizational reporting chart, as well as demonstrate how the team members identified have the requisite experience to perform the work, including the number of years providing such similar work to other airport customers.

1. All resumes of key personnel must be included showing how their experience meets the requirements, for the delivery of the specific goods and all services.
2. The Proponent authorizes the VAA to contact the listed references specifically regarding the key personnel identified, and as such, the Proponent declares that it has received authorization from its key personnel to allow the VAA to check such references.

See the detailed list of all requirements starting with [Section 10.1 - Schedule A \(General Proponent Requirements\)](#) and proceeding therefrom.

6. AIRLINES AT YYJ

The table below lists all the airlines presently operating out of YYJ that must be able to operate on the Proponent's solution throughout the Airport, which list may change from time to time. The VAA intends that all airlines use the CUPP system throughout all the common areas of YYJ.

Airline Name	IATA Code
Air Canada/Jazz	AC
Air North	4N
Horizon Air (Alaska Airlines)	AS
Flair Airlines	F8
Pacific Coastal Airlines	8P
Porter Airlines	PD
WestJet	WS
Harbour Air	YB

7. SUPPORT REQUIREMENTS OVERVIEW

The VAA requires CUTE support to be provided directly to the airlines on site. Below are some factors that a Proponent should consider in submitting an overall proposal and separated costing estimates for the required support services (both on-site and remote).

7.1 SERVICE AND SUPPORT PARAMETERS

1. YYJ Airlines Operations: daily basis, Pacific Time
 - a. Airlines start at 0330 daily.
 - b. Average 3,000 passengers from 0400 to 2030.
 - c. Peak operational hours are:
0400 to 0930, 1300 to 1630, 1800 to 2000. (0400 to 2030 in the aggregate)
2. The number of potential airlines (and applications) to support:
 - a. See the list of airlines in Section 6 – Airlines at YYJ.
3. Quantity of potential equipment to service and maintain
 - a. Assume that preventive maintenance required for all equipment once a month.
4. Service Level – Target Examples¹:
 - a. 97.5% of airline calls to be resolved within 30 minutes each month, during peak hours (0400-2029 PT)
 - b. 95% of airline calls to be resolved within 180 minutes during non-peak hours. (2030-0359 PT)
 - c. Assume that the onsite team will field all calls from the airlines directly.

¹ Provided as examples only. These targets will be fine-tuned based on discussions the VAA will have with various stakeholders.

5. Monthly Reporting:

- a. The Proponent to prepare and present monthly detailed calls and incident report to the VAA management for joint review. The details of such a report may include, but not limited to, the following example metrics:
 - i. Team performance against service level targets;
 - ii. Calls per airline, per position, per type of equipment, and others;
 - iii. Call resolution types;
 - iv. Daily incidents summary;
 - v. Hardware/software-related calls breakdown;
 - vi. User-training related incidents;
 - vii. The distinction between CUTE, the VAA LAN, and host-related incidents;
 - viii. Distribution of incidents by resolution times in peak and non-peak hours.
 - ix. Inventory levels of support items such as alcohol wipes, compressed air cans and nitrile gloves as well as boarding passes, bag tags and spare components such as keyboards, mice and printers
 - x. Next months team schedule showing start times, end times and overtime coverage responsibility

7.2 LEVELS OF SUPPORT

The VAA envisions the following CUTE support structure:

1. **Level 1** – Technical Analysts – On-Site
 - a. Handle all initial calls from the airlines;
 - b. Perform preventive maintenance activities and manage inventory;
 - c. Perform routine installations, moves, changes and additions (IMACs);
 - d. Perform routine application updates (including VAA-approved anti-virus software);
 - e. As overseen and directed by Level 2, perform escalations to the vendor and airline hosts;
 - f. Other tasks such a stocking paper, and others as directed by Level 2
2. **Level 2** – Systems Administrator or Supervisor or Manager – On-Site
 - a. Oversee the support services provided to the airlines;
 - b. Oversee/supervise/manage the performance of the Level 1 team;
 - c. Escalation point for critical or complex issues needing remote vendor support;
 - d. Locally perform and oversee all systems administration duties;
 - e. Manage the performance of the Contract;
 - f. Other tasks as directed by the VAA management.

The above list of tasks and responsibilities is not meant to be all-encompassing but is intended to give a general sense of the services typically required to meet the Airport and the tenant airlines' service requirements. The VAA has provided the above lists as an outline of how these support obligations may be allocated but is prepared to consider advice from the Proponent

regarding a more comprehensive support plan based on the Proponent’s greater expertise and experience. See all requirements starting at Section 10.2, Schedule B for all on-site support requirements.

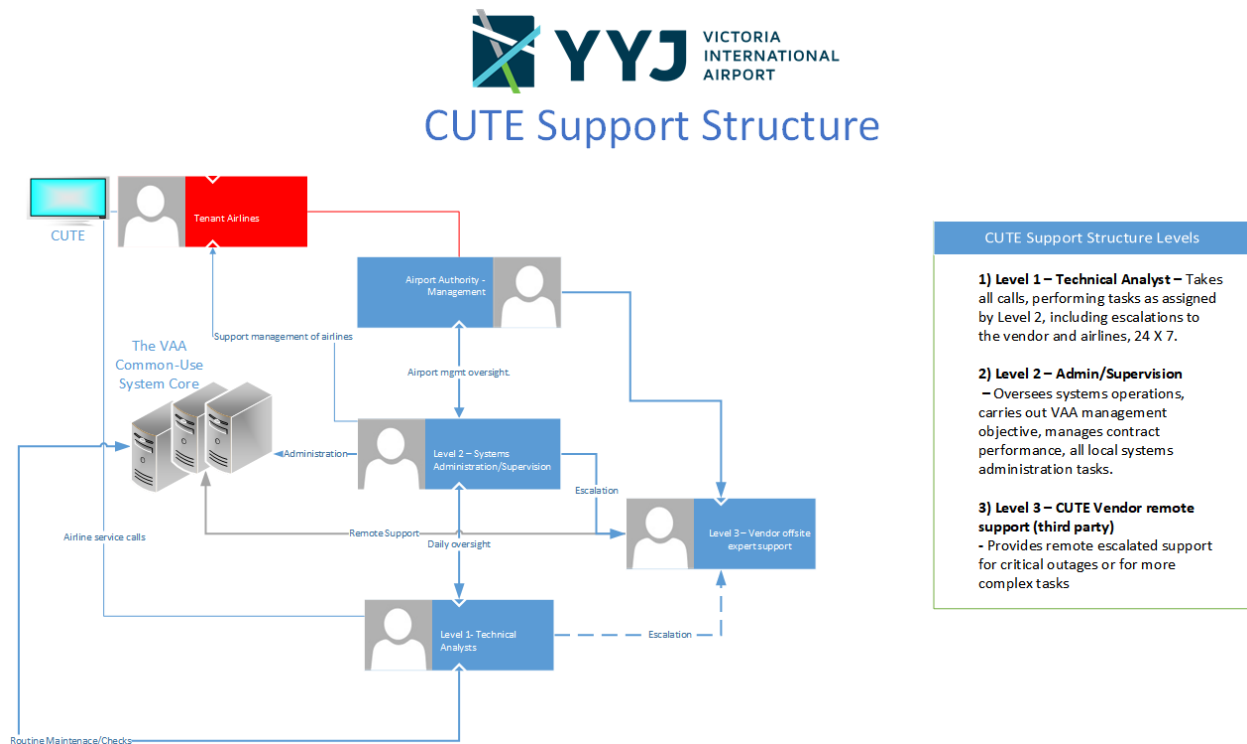


FIGURE 1. THE VAA ENVISIONS SUPPORT AS A JOINT EFFORT WITH ALL BUSINESS PARTNERS TO ACHIEVE SHARED OBJECTIVES AND GOALS.

8. SITE VISIT TO YYJ REQUIREMENTS

1. Although not mandatory, the VAA may accommodate a site visit if a Proponent elects to do so to perform a survey upon coordination with the VAA’s Authorized Representative, in which case the suitability for such a visit can be mutually determined. Any Proponent considering such an optional visit must plan to do so at least two (2) weeks before the Proposal submission deadline.

A non-mandatory Site Tour is scheduled as noted on Section 10.7 (Schedule G – Receipt Confirmation Form). Inadequate knowledge of the site and site conditions will not be accepted as justification for errors or omissions. The Proponent shall limit its representatives who attend the Site Tour to two persons. Please wear flat footwear and CSA-certified high visibility vest (vests may be provided by the VAA).

2. Any new information arising during any site visits will be communicated to all Proponents through an addendum to this RFP, sent out by the VAA's Authorized Representative via email to all Proponents registered as having returned the *Receipt Confirmation Form*, see [Section 10.7 \(Schedule G – Receipt Confirmation Form\)](#). Any other information not circulated via addendum shall not be binding upon the VAA and Proponents may not rely upon, or refer to, any such information not provided to all Proponents via addendum.
3. Proponents that submit Proposals must not claim after the submission, or selection, or the awarding process that any unfair advantages were afforded by the VAA to any Proponents as a result of any site visit discussions or facilities review with VAA personnel.

9. PRICING OVERVIEW

Proponents are required to provide pricing information as set out in [Section 10.6 \(Schedule F – Costing Submission\)](#). Prices and fees will be used in evaluating and qualifying Proponents. All pricing quoted must be fully loaded to include all costs. Proponents will be obliged to use the pricing submitted in good faith, or to propose lower prices.

1. The Proponent should review the Costing Submission form sample as stated to provide a costing arrangement or presentation that is similar.
2. Pricing for services and labour must be valid for the length of the Contract and as categorized:
 - a. On-site Level 1 and Level 2 support services;
 - b. Ongoing account management services;
 - c. Resource unit pricing;
 - d. Applicable incentives;
 - e. Optional or recommended products and services; and
 - f. Pricing for the two-year extension option.
3. The Proponent to stipulate any proposed schedule of payments. The general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones in the Contract.

10. REQUIREMENTS SCHEDULES

Proponent to use the following matrix as a key for responding to the requirements tables in the RFP.

Vendor Compliance Level	Description	VAA Priority Level	Description
Y-Existing	The feature is delivered as standard functionality in the proposed solution and can be demonstrated by the Proponent	1=Required	Key to the delivery of the overall solution.
F-Future	The feature is not currently included but will be available in a future release. Please indicate timeframe (e.g., 12 months)	2-Preferable	While not critical would be extremely beneficial to the solution.
C-Customer Customization	Not included. Tools are provided for customization at no additional cost.	3-Optional	An additional requirement that may or may not feature in the final solution.
V-Vendor Customization	Not included. The vendor provides customization at no additional cost.	I=Informational	Informational only but could factor in the evaluation process if something that could be of some value now or in the future.
T-Third Party	Feature, application or functionality provided by a third-party partnering arrangement. Indicate preferred partner.	A-Seeking Answer	The Proponent must provide an answer to the question or information sought to allow for better understanding by the Airport.
N-Not available	Requirement cannot be met.		
PC-Partially Compliant	The Proponent to describe how it partially complies and what alternatives are options are available to consider meeting requirement.		

10.1 SCHEDULE A – GENERAL PROPONENT REQUIREMENTS

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-1	The Proponent to provide a brief executive summary.	1		
A-2	The Proponent to provide a brief overview of its organization including year founded, primary business focus, description of the target market, ownership structure (public/private), leadership team, awards, certifications, recognition, and other information deemed relevant by the Proponent to provide.	1		
A-3	The Proponent to describe its primary customer base.	1		
A-4	The Proponent to describe the values that guide its organization and give examples of how they are reflected in the actions the organization take and the impact it makes to its customers.	1		
A-5	The Proponent to describe how its organization values working with the community it operates in and how such values impact the goods & services it offers. Describe some of the organizations that it partners with to support charitable and worthwhile causes within itself and in the broader community. Provide a summary of how such effort has benefitted the Proponent organization. How does the Proponent see itself contributing over the long term to VAA's "giving back to the community" goals and objectives?	1		
A-6	The Proponent to describe its organization's efforts surrounding Sustainability.	1		
A-7	The Proponent to describe its capability to provide the goods & services and to perform the work required as per the listed requirements. The overview should specifically highlight recent and relevant experience that demonstrates the Proponent's suitability to undertake the scope of work, especially for an airport of YYJ's size. Describe how the VAA project would be prioritized.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-8	As part of its Proposal, the Proponent to summarize as to why it desires to do business with VAA; e.g., what mutual benefits to gain, describing how to ensure the client relationship would be sustainable over the long term, how its expertise helps VAA, how it prioritizes its desired results, why it would be different from the competition, why the VAA would be an essential addition to the Proponent's customer base and any other information that the Proponent believes may be relevant to building a long term relationship.	1		
A-9	The Proponent services, support staff, account management, including organizational management (regional, operational) and leadership to be based in Canada or the USA.	1		
A-10	The winning Proponent must operate in close professional cooperation with other vendors, contractors, providers, and airlines to ensure all the possible interoperability and integration that may be required by VAA and its tenant airlines. As part of its submission, describe two examples in the last five years where the Proponent had to cooperate with a competitor where the effort benefitted the contracting airport.	1		
A-11	The Proponent to list the mergers and acquisitions it had been involved in over the last five years, clearly outlining if it had been taken-over or has bought out such companies.	1		
A-12	The Proponent to describe how it stays current with technology.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-13	<p>As references, acting as the primary entity, the Proponent shall demonstrate a successful track record of services (on-site, remote) similar in scope as described in this RFP for at least 3 separate active airport clients of a similar size, or larger, and type of mission-critical IT operations. References must include: name of airport, contact name, title, and telephone number of contact reference, duration of the contract(s), the goods & services under contract, size of the installation, the scope of the contract and performance objectives satisfied as they relate to the scope of this RFP. Also, the Proponent must state if the reference clients are new or due to renewal. At least one of the three airport client references preferably in a) Canada b) the USA c) internationally. For each of the airport client references, describe if each has grown in goods & services, staffing (assuming that the Proponent provides on-site support), or have had a contraction. If contraction has occurred, explain the reasons. Explain how each the support process is divided between each client and the Proponent; e.g., the airport supports the LAN while the Proponent supports all the servers and handles all airline calls. The Proponent to describe the allocation of responsibilities with the client airport authority. The references are to airports where the airport authority is the sole owner of the contract with the Proponent, compared to ones where the contract is between the Proponent and the tenant airlines such as in a "CUTE Club" setting.</p>	1		
A-14	<p>For each of the airport client references provided, describe if each has grown in services, staffing (if Proponent provides local staff), or have had a contraction. If contraction, explain the reasons.</p>	1		
A-15	<p>The Proponent must be a company authorized to do business and enter into legally binding contracts in Canada.</p>	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-16	The Proponent to identify the location of facilities, including address, where the proposed solution engineering and remote support service will be performed. The Proponent to also identify the location of where directly overseeing senior management and leadership personnel are based identifying such locations including address, including the length of time in such management positions. The Proponent shall include the length of time that such operation has existed in the specified location(s).	1		
A-17	The Proponent must take into consideration that the work will be performed in an airport whose facilities, adjacent to the worksite, are in full service. Accordingly, the Proponent must follow all rules of airport operations. Airport operation rules take precedence over any worksite directives in the event of a force majeure decreed by the VAA or any other body in authority at YYJ.	1		
A-18	Upon acceptance, prices shall be firm for the entire Contract period unless otherwise specified.	1		
A-19	The VAA reserves the right to use consultants, advisors or other third parties at any stage of the RFP process and beyond to assist VAA concerning the process as directed by the VAA's Authorized Representative. The Proponent hereby consents to the disclosure of the submitted Proposal, on a confidential basis, by VAA to any such advisors, consultants, and third parties retained by VAA to advise or assist with the RFP process, including with the evaluation of the Proposal, and with any other tasks thereafter, under the sole discretion of VAA.	1		
A-20	In making the selection, VAA considers that service merit will have a greater weight than price, of proposed solutions. Other critical factors include experience, reputation, past performance, demonstrated competence, number of sites where the solution is implemented, and the authority, capability, and the will to share the same service mindset with VAA to benefit all stakeholders for the long term.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-21	The Proponent must include a clear and thorough description of all assumptions made, as well as a brief description of key challenges and considerations foreseen by the Proponent in the implementation of the Project. For example, identify key internal and external dependencies that may impact the systems, implementation, performance, goals, and objectives outlined in this RFP.	1		
A-22	The Proponent must draw upon its own (internal/external) resource and expertise to guarantee a successful, timely, and smooth transitions of the contracted systems and services, in consultation with VAA in support of the mutually agreed objectives. This expertise must be readily available on an on-going basis for the satisfactory sustenance of the Contract.	1		
A-23	The Proponent senior management (managers, senior managers) and leadership (directors, senior directors, VP, and president, if needed) must meet with VAA management regularly in person or by conference call, at least twice a month or more for the first six months in the first year, and once a month thereafter, or whatever is mutually agreed upon to ensure that progress is always on track to reach mutual objectives. The VAA believes that success and long-term relevance is a shared effort, based on working closely and proactively with a business partner's leadership that takes decisive actions to resolve problems promptly. The Proponent to describe how often the following management positions visit airport clients on average in a year: president, VP, directors, senior managers (Sales, Account Management, and Service).	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-24	In review of the requirements in this document, the Proponent is encouraged to submit a detailed description of any recommended options and alterations proposed compared to the functional requirements stated in the RFP specifications. The description should delineate the proposed modifications and include the reasons for the proposed modification as well as detailing any cost, implementation, or operational impacts to VAA and its tenant airlines. Describe how such alterations benefit the VAA and the airlines. The VAA welcomes the Proponent's experience and knowledge in providing options for considerations to benefit all stakeholders.	1		
A-25	The Proponent shall coordinate with the VAA's Authorized Representative to ensure that the proposed solution meets the required goals of the VAA and the specific goods & services requirements of the airlines and all operations. In jointly pursuing objectives, the Proponent shall coordinate with the VAA's Authorized Representative to hold stakeholders solutions design meetings to develop, review, and finalize all functional service requirements, upon execution of the Contract.	1		
A-26	Include a letter from the Proponent's insurer confirming that, if successful, the Proponent will be able to meet the insurance requirements set out in Section 11.9 of this RFI/RFP.	1		
A-27	At any time throughout the Contract term, the dynamic environment in which VAA operates may require the addition or deletion of goods & services, as would be the case with any airport. The Proponent shall be required to adjust its solutions to address these needs at the direction of VAA to ensure a high level of service is accorded by the services provided by both parties. Adjustments could mean changes in products, systems, tasks, responsibilities, and other factors. Such adjustments shall be made with mutual consultations factoring for impact, costs, time, resources, availability and other factors.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-28	How does the Proponent ensure that its employees and contractors are compliant with its data/technology security policies? Please describe compliance and security policies that employees and contractors must comply with, and describe how often such compliance is enforced, reviewed and verified.	1		
A-29	The VAA's objective is that a local CUTE support team can self-manage and administer the proposed solution through the Contract lifetime. This means that tasks such as IMACs configuration, routine updates to airline applications, pre-production testing, updates of peripheral firmware, implementation of new users/airlines, as much as possible will be done by the on-site staff after receiving qualified training from the Proponent and with full support from the Proponent management for any specific situation. The Proponent to describe how it plans to support VAA in achieving this objective, and possible challenges, and include ideas to realize this VAA objective fully.	1		
A-30	The Proponent must provide to VAA a single point of contact at the manager, directorial and VP level for any issues related to the contracted Proponent support (for on-site and remote) and Account Management service quality and escalation reachable 24 hours. Include phone numbers and emails.	1		
A-31	The Proponent will personally introduce the manager, director, and VP overseeing contracted support services (on-site and remote) to senior VAA management for an interview, "meet and greet," ideally in person during the negotiation of the Contract, or earlier if requested by VAA. VAA sees the joint management of the Proponent's system and its associated support services as pivotal and influential to the success of the overall solution needing a variety of skill, characteristics, and competencies. As such, VAA believes that this service requires thoughtful and careful management, requiring excellent customer and relationship management skills, with the Proponent senior leadership committed to sharing the same mindset with the VAA in providing high-quality services to the tenant airlines.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-32	<p>The Proponent shall provide three (3) references of active airport clients of similar or larger size specifically for the Proponent's ACCOUNT MANAGER, in Canada or the USA, who would oversee the post-implementation relationship. The reference airport clients must be under active contracts and must be under the direct management of the Proponent's planned account manager. The Proponent must attach a recent resume of the account manager overseeing the ongoing account with VAA. The Proponent shall provide the monthly or yearly costs specifically for account management including an overview of the role and the expected benefits to VAA to justify the position. By providing such references, the Proponent authorizes VAA to contact the references.</p>	1		
A-33	<p>The Proponent to include three (3) references of active airport clients of similar or larger size, in Canada or the USA, specifically for the MANAGER(S) directly overseeing the Proponent's support services. The reference airport clients must be under active contract and receiving similar support services and must be under the direct operational management of the Proponent's stated manager(s). VAA reserves the right to contact such references or may independently check with other references and resources to verify and confirm information, performance, qualifications and other factors that may contribute to VAA's selection decision. By providing such references, the Proponent authorizes VAA to contact the references.</p>	1		
A-34	<p>The VAA expects the Proponent to provide its overall industry experience and expertise regarding improvement objectives for the proposed solution which include, but not limited to, identifying, eliminating and mitigating risks, identifying future trends in incidents, events, problems and recommending remedial action, identifying any relevant developments and directions in its technology and in industry including new products and services that may benefit VAA and its tenant airlines, if adopted. VAA will consider the advice from the successful Proponent but retains the sole right in decisions to proceed with any proposed initiative.</p>	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
A-35	The Proponent's Proposal to include an overview of their capability to provide the required support services (on-site) and to meet the requirements set forth herein.	1		
A-36	What is the Proponent's philosophy and approach to client service management? Please elaborate including how the benefit the client.	A		
A-37	Does the Proponent have reports of third-party information security audit/certifications within the past two years (i.e., SSAE 16 SOC 1 & 2 Type 2, CSAE 3416 Type 2, ISO 27001 certifications)? Provide a copy of the latest reports.	A		
A-38	Does the Proponent organization comply with the requirements of the British Columbia legislation " <i>Personal Information Protection Act (PIPA)</i> "?	A		

10.2 SCHEDULE B – LEVEL 1 ON-SITE SUPPORT

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
B-1	To meet the needs for highly reliable and continuously operating airport, the Proponent proposal shall include costing to provide "Level 1" 24 X 7 on-site technical support services. Ensure to review requirements in other parts of this document.	1		
B-2	As an option, all on-site Level 1 staff may be required to wear a mutually approved uniform, including the possible use of approved YYJ/VAA logos. The Proponent must factor for the costs of its on-site staff uniforms.	2		
B-3	The VAA objective if outsourcing any support is to acquire a "managed" service, not a staffing engagement. All Level 1 staff must report to a more senior position, for example, to Level 2 staff, such as a site administrator, and not directly to VAA management. This arrangement shall not be an "employee" to VAA management relationship but is one of "contractor" to a client.	1		
B-4	On-site Proponent staff must be available to work shifts and be on-call on a rotating schedule to cover support coverage requirements, to be mutually defined and agreed between the VAA and the Proponent.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
B-5	The Proponent service must take (and log) all airline calls for CUTE service requests to meet. The Proponent to describe how it intends to accomplish this and to provide option, keeping in mind that the VAA has a requirement for the Proponent to produce a monthly service performance report showing calls metrics. For example, describe if the proposed local team will directly take calls or the Proponent intends to use its call centre. If a call centre, state its location. Provide "best-fit" options and price out accordingly in the Proposal. The same requirement will be true if VAA elects to agree to the proposed add ons in service (CUSS, Parking, FIDS).	1		
B-6	Upon request by VAA, the on-site staff may be requested to escort other stakeholders such as airlines circuit providers, airlines technical staff into data rooms or closets in carrying out activities related to the CUPPS, Parking, CUSS or FIDS systems.	1		
B-7	Level 1 to restock CUTE-related paper/ribbons/toner in designated storage areas throughout the airport to facilitate delivery to meet the airlines' service needs expeditiously.	1		
B-8	The Proponent on-site service must monitor for customer "Contact Quality" elements such as the use of appropriate greetings, courtesy and professionalism, the capture of key issue data, providing all customers with relevant and correct information, accuracy in data entry and call coding, proper grammar and spelling in all written communication.	1		
B-9	Regular daily routine Inspection and refilling of paper for CUTE dot matrix and laser printers used throughout YYJ.	1		
B-10	Processing RMA returns of CUTE hardware for repairs every week or upon a mutually agreed schedule as needed. A list of such equipment RMA'd must be provided regularly upon an agreed schedule by the Proponent's on-site representative to VAA for mutual review.	1		
B-11	Assisting Level 2 staff with tasks which may include but not limited to software roll-out, updates, upgrades, testing, and commissioning activities, escalations to Proponent remote support group, and airline hosts or airline circuit providers.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
B-12	Performing scheduled field hardware preventive maintenance, repairs, daily checks of the system following Proponent and factory recommended processes and procedures mutually approved by VAA and overseen by Level 2 staff.	1		
B-13	Level 1 candidates must have recent CompTIA A+ certification, within 2 to 3 years, and the required working experience doing similar services.	1		
B-14	Associate degree or additional work in lieu of degree, an asset.	3		
B-15	Prior airport experience is desirable. Any candidate previously having worked or served at YYJ, the Proponent shall forward the candidates' resumes for VAA management to review. VAA at its discretion will either approve or disapprove any such candidates.	3		
B-16	Proven aptitude and customer interface/service skills and background. Must be proficient in English communication to interface with all customers professionally.	1		
B-17	Proven aptitude for teamwork and must be able to cooperate with all team members, VAA and all airlines staff in the performance of duties.	1		
B-18	All assigned on-site technicians must have a minimum of 3 years of IT support experience performing general field technician duties, including face-to-face customer interfacing and service.	1		
B-19	Proven analytical and problem-solving/troubleshooting skills. The VAA expects the Proponent to have tests and standards to filter for the most qualified candidates.	1		
B-20	Proven experience in providing technical support and troubleshooting desktop, network devices, general systems hardware/software	1		
B-21	Must be available for on-call shifts and emergency coverages, vacations, holidays, back-fills, without extra costs to VAA, unless pre-approved on a case by case basis.	1		
B-22	All back-up staff must be YYJ-qualified and trained to support all assigned YYJ responsibilities and must have had police checks and must have an active YYJ airport security pass. No back-ups can be assigned to YYJ unless qualified as noted.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
B-23	Level 1 to perform preventive maintenance services for all CUTE equipment and devices, including PCs, per the provisions of the preventive maintenance recommendations set by the manufacturer of each component or subsystem of the proposed equipment and all peripherals. Preventive maintenance services include inspection, test, adjustments, lubrication, parts cleaning, and software/firmware upgrades as is necessary and recommended by the manufacturer. A typical preventive maintenance schedule, tasks to carry out for each component, based on the factory recommendations, shall be included as part of the "Service Delivery Plan" that the winning Proponent must provide as part of the Contract deliverable for on-site support services.	1		
B-24	The Proponent to describe its ongoing support and maintenance quality control process specifically for sites where it provides on-site staff to service the hardware. How do the Proponent's own site teams between client airports share timely and beneficial information? How does the Proponent ensure that its site teams regionally or internationally are doing things uniformly as part of best practices?	1		
B-25	The Proponent in its Financial/Cost submission section, to provide a time and materials hourly rate for each additional hour of regularly scheduled coverage required beyond the base hours of shift coverages for each level of position being proposed The VAA reserves the right throughout the term of this contract, to require additional hours of on-site coverage beyond regular shifts to meet operational requirements of the airport and the tenant airlines.	1		
B-26	The Level 1 team will be overseen daily by the on-site Level 2 staff or as proposed by the Proponent.	1		
B-27	To be mutually agreed with VAA before the first go-live date, the Proponent must provide a schedule of shifts outlining a 3-month coverage plan identifying names, contact information, shifts assigned, of all Level 1 staff. The schedule must meet the requirements for peak and non-peak operating coverages to be mutually planned and agreed between the VAA and the winning Proponent.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
B-28	In between tasks completion, Level 1 staff must always report to the overseeing Level 2 staff to receive further work assignments.	1		
B-29	The Proponent shall provide information on how many airline calls are typically handled on average per month for the proposed system for a site of a similar size or larger, approximating the number of positions, airlines, equipment. An example may include, "an average of two/four calls per month, for every CUTE position" or in some other format that provides insightful information. Include information such as "average resolution times, and a list of 'top-ten issues' called in by agents.	1		
B-30	The Proponent shall propose a required number of staffing based on the information provided in this document for Level 1 support services. The proposed estimation of staffing levels should leverage the Proponent's experience and knowledge of similar support services with other airport clients, the number of airlines, and the quantity of equipment to service, and other factors such as service targets, that the Proponent must typically factor in helping the VAA design an effective support structure to meet objectives outright.	1		
B-31	The Proponent in its estimation for recommended staffing levels, the mutual objective shall be to find the optimum number of personnel to apply the coverage required to meet service requirements, having efficient and effective processes, to ensure that the proposed on-site team is being utilized under maximum efficiencies.	1		
B-32	At other airports where the Proponent provides on-site services, does the team typically take and log all calls directly or does the Proponent use a call centre that then dispatches calls to the on-site team? What does the Proponent see as advantages and disadvantages of each?	A		
B-33	What qualifications for Level 1 support staff are typically applicable to effectively support, administer and manage your proposed solution knowing the objectives of VAA?	A		

10.3 SCHEDULE C – LEVEL 2 ON-SITE SUPPORT

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-1	A "Site Administrator" of a senior-level technical analyst to be on-site to provide escalated support and oversight for the Level 1 team, to <u>locally</u> administer the CUTE systems, interfacing with the tenant airlines, while functionally reporting to VAA management.	1		
C-2	Minimum of a bachelor's degree required in a related subject such as Computer Science, Engineering, IT. Vendor certifications such as MCSE, CCNA, CCNP, in a predominantly Windows environment. Equivalent experience will also be considered as may be proposed by the Proponent.	1		
C-3	The Level 2 role must be on-site Monday-Friday, working VAA business hours; e.g., 0800 to 1700. Level 2 must functionally and operationally report to VAA management to carry out site operational objectives, oversee service quality metrics, perform on-site systems administration, and serve as the escalation point for the on-site support team, VAA, and the tenant airlines. This role will also be the coordination point for activities involving the local CUTE system with the winning Proponent's offsite support group and management. The position should be the local subject matter specialist for the VAA and the tenant airlines.	1		
C-4	Key responsibilities include handling escalated issues such as major outages, critical customer issues, more complex technical, new implementations, planning, coordination, creating documentation, and overseeing the Level 1 team. Other tasks may include the creation of shift schedules and other duties as required by the Proponent management to meet commitments to VAA.	1		
C-5	Must perform or oversee the performance of twice-daily routine core systems checks of the CUTE core systems. Must have the ability and knowledge to resolve, flag, or escalate issues found during routine checks either within the Proponent remote support group, the VAA, the airlines (hosts), and any other providers with a stake in the YYJ CUTE operations.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-6	Expected to oversee and coordinate planned work with the on-site Level 1 team, the VAA, the tenant airlines, and the Proponent's remote Level 3 team or management.	1		
C-7	Expected to work closely with the Level 1 staff to assist in following up on tickets, escalated issues, complaints, as directed.	1		
C-8	Expected to work closely with VAA staff, and other stakeholders on tasks as required, and to contribute to the objectives and goals of the VAA CUTE service.	1		
C-9	Handles and works major outages to resolution, communicating and coordinating activities, status, with the VAA, the Proponent's remote support group and management, with the Level 1 staff, and with the tenant airlines and airline hosts.	1		
C-10	Prepares and assists in critical outage reports as they occur coordinating information with the VAA, the Proponent remote support group/management (if required), and other involved parties. Such reports must be presented within three business days or as agreed upon request for such a report by VAA management.	1		
C-11	Continuously looks for opportunities to train and involve the Level 1 team to provide growth that leads to improvements and opportunities to improve services.	1		
C-12	Working with the Level 1 staff, and with the Proponent internal organization, proactively provides feedback to VAA management on improvements, innovation, tools, processes to continuously improve services to the airlines.	1		
C-13	Trains Level 1 staff to perform support and tasks properly. Performs routine inspections of completed field work to ensure readiness for random inspections by VAA management.	1		
C-14	As directed and overseen by VAA management, meets regularly with customer groups to proactively get performance feedback for actioning. Groups may include internal staff within VAA, the tenant airlines, or any other stakeholders in the VAA CUTE operations.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-15	Must possess excellent verbal and written English language skills. The proponent must provide a sample IT-related document written by short-listed Level 2 candidates, written within the last two years. All confidential information can be deleted.	1		
C-16	Must have proven supervisory experience to oversee Level 1 staff on a daily basis.	1		
C-17	Proven experience to lead and perform under operationally fast-paced environment, and under stress, with the ability to interface with all stakeholders.	1		
C-18	Proven customer service skills to resolve issues satisfactorily. Critically, must be proven to have a customer-centric attitude.	1		
C-19	As a key position within the VAA CUTE service, all short-listed Proponent Level 2 candidates must be presented, interviewed and approved by VAA management. The VAA wishes to ensure that the Proponent's local team benefits from the same mindset and vision shared by both the VAA and Proponent senior management regarding expectations and how services should be carried out. The Proponent, if contracted to provide this position, to present three such candidates to VAA. VAA, in consultation with the Proponent management, will approve one for the position.	1		
C-20	Proven experience administering and supporting proprietary systems in a complex environment will be an asset.	2		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-21	<p>The Proponent, if contracted to provide all on-site support services, is expected to prepare a monthly incident calls report as processed from the tenant airlines in a review of service targets and other measurement categories. The Proponent to describe its organization ability to provide insightful monthly CUTE service performance reporting by describing how its processes can work to capture all service calls with resolution measured against contracted service targets (e.g., show proof that the contracted on-site service closes out all calls within 30 minutes, 97.5% of all calls each month), reviewed and categorized for intelligence trending. Such a report would be considered a management document to be reviewed jointly with VAA management. Such monthly reports would be delivered to the VAA via the Level 2 administrator for a joint performance review with VAA. The VAA may request that Proponent senior management attends to such calls via telephone, WebEx, or in cases of critical concerns, attend on site. Beyond just a collection of mere numbers, an insightful report could contain: top 10 incidents, average number of calls handled daily, the average time to close calls, tickets remaining opened, a percentage that did not meet targets, explanations. A report format would be mutually created and agreed between VAA and the Proponent.</p>	1		
C-22	<p>Must be available to back-fill, on call, and to work irregular hours on short notice if required, including overnight/weekend critical work.</p>	1		
C-23	<p>In between tasks completion, Level 2 staff are expected to create or update support documentation, process improvements, and to perform tasks as requested by VAA management related to CUTE airport and airlines operations</p>	1		
C-24	<p>The Proponent to summarize its overall experience of supporting networks, servers, and infrastructure for airport clients of a similar size or larger.</p>	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-25	When outages or problems are identified as involving a third-party system such as those not provided and managed by the Proponent and VAA, the Proponent's on-site team's philosophy should be that any incidents reported by the airlines are "owned" by the on-site support team on behalf of the VAA. In such cases, the on-site support team's procedures, dispatching and escalation process will remain consistent to minimize potential confusion over which party is following up and to maintain timely communications. The expectation is that the Level 2 role will help facilitate investigations, reminders of actions pending, and communicating status to appropriate parties in cooperation with the on-site support team, the tenant airlines, VAA management, and the Proponent's Level 3 group, if needed. An airline host outage would be an example where the Proponent on-site team must be diligent in overseeing that the issue is resolved promptly, on behalf of VAA.	1		
C-26	The Level 2 role, assisted by Level 1 staff, will oversee that spares and inventory is accurate, accounted for, and always available. Level 2 will help coordinate orders with both VAA management and the Proponent following mutually set processes to procure parts, specialized tools (but not standard tool used for PC repairs, or "tools of the trade" components, of which the Proponent is responsible for), print heads, ribbons, toner, paper, stock, that would be provided by VAA.	1		
C-27	Level 2 must ensure that knowledge and skills are uniform within the Level 1 team, able to share knowledge and carry-out the required duties equally, fully supported and overseen by the Proponent senior management. In the Proponent's expected Service Delivery Plan, the Proponent to describe how this would be accomplished for the long term.	1		
C-28	The Proponent Level 2 staff is expected to formally meet weekly with VAA management (may include airline representatives) to review the performance of the services, and to present reports, summaries, status, review problems, complaints, and to present viable solutions or improvement plans. Such meetings will include weekly systems change management reviews, to facilitate awareness and knowledge of objectives and airport/IT/airlines service operations.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
C-29	The Proponent management, coordinated with the on-site Level 2 staff, must designate a backup single-point-of-contact in times of absence, from one of the Level 1 team, who shall be competently familiar with all facets of support and services to maintain operations. Should the Proponent wish to fly in another Level 2 resource in such absences, it will be at the Proponent’s cost, unless mutually agreed beforehand and on a case by case basis. Any such visiting staff must be fully familiar with the CUTE system and general airports operations.	1		
C-30	Assisted by the Level 1 team, the Level 2 role must coordinate, assign, and oversee to completion all assignments and projects as directed by VAA management, within the tiers of the on-site team, and with the Proponent Level 3 group (if necessary), clearly indicating any possible additional costs related to overtime, and possible out-of-scope factors.	1		
C-31	The Level 2 role is expected to contribute to the planning, implementation, road-mapping, to improving CUTE customer service backed by intelligent data, supported by the Proponent senior management, while working closely with VAA management.	1		
C-32	The Proponent Level 2 role, supported by the Proponent overseeing management, must provide an accounting of all hours for all staff on duty as part of a weekly summary report. The format to be developed mutually with VAA management. Such a report may include hours worked per technician, number of tickets completed per technician, a summary of other tasks and activities performed by staff, and so on.	1		
C-33	What are qualifications for Level 2 support staff typically applicable to effectively support, administer and manage your proposed solution knowing the objectives of VAA?	A		

10.4 SCHEDULE D – SERVICE TARGETS

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
D-1	The following section drafts VAA baseline service targets. As such, the requirements must be fine-tuned in consideration of the Proponent's suggestions and the tenant airlines feedback.	1		
D-2	"Critical Incident" means an incident that halts or significantly impacts the flow of passengers, aircraft or baggage.	1		
D-3	"Minor System Incident" means an incident that has no immediate impact on but is vital to the operation of the airport and the airline(s), and which may also create a risk of an imminent reduction of operational capacity.	1		
D-4	As an example, the VAA may require 97.5 % of all calls each month resolved within 30 minutes of receipt of the call by the on-site support staff during peak operating hours (0400 to 2029 YYJ time), and during non-peak operating hours (2030 to 0359 YYJ time) >95% of all calls resolved within 180 minutes, unless the call is determined to be a critical incident in which the target resolution should be 120 minutes or sooner, based on the assessment of the situation, and upon consultation with the airline or VAA. The caller may still request that the issue is resolved sooner than 120 minutes in which case the Proponent on-site tech must facilitate resolution activities as determined. In such a case, the call can be considered closed-out considering service targets but deferred for follow-up actioning and proper resolution.	1		
D-5	During non-peak hours where there may not be any on-site support staff, "resolution" could mean suggesting alternative methods to allow the caller to perform the required duties, such as moving to the next free position to allow the caller to bypass the problem counter. In such a case, when the caller is amendable, the original incident can be deferred until a CUTE technician is back on site for duty. As such, the technician will proceed to fix the original problem upon arrival on site.	1		

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
D-6	<p>The Proponent understands that critical outages generally involves components related to, for example, production servers, storage appliances, LAN endpoints to hosts, MS Active Directory and related components, improperly formatted print data stream that disables printing operations, airline host and WAN outages. Critical outages can also be related to issues with database systems and associated components, systems management and monitoring systems, malware attacks to systems, corrupted applications, non-functioning backup/replications/recovery systems. Non-critical outages, for example, are those involving the test lab and other non-production systems. "Minor System Incident" examples, include but are not limited to, a PC that has frozen requiring only a reboot, restarting a stopped peripheral manager, clearing a stock jam, reprinting a host print job, clearing queues, and functionality on an airline host that may not work but which does not affect operations in a critical manner.</p>	1		
D-7	<p>Under this section, the Proponent is free to share its experience as to what is typically in place and effective based on experience with airport clients having the same systems and similarly critical operations.</p>	A		

10.5 SCHEDULE E – NETWORK REQUIREMENTS

Item	Requirement Description	Priority	Compliance	Supporting Information/Evidence/Explanation
E-1	<p>In the future, should new airline applications be required to be implemented and by way of the Proponent providing such, the Proponent will ensure that the required network requirements to allow such applications to connect to whatever host(s) are also provided by the timeframe mutually agreed with the VAA, to enable the VAA IT staff to configure the VAA network in a timely manner. The VAA expects that the Proponent will acquire the needed network information that pertains to software or application required by any airline (and others) as such requests would typically be coordinated between the airline and the Proponent. Notwithstanding the foregoing, VAA expects that all applications, regardless if the Proponent's own or are from a third party such as from the airlines, will be packaged, tested and provided by the Proponent following a mutually agreed process.</p>	1		
E-2	<p>At all times, the Proponent will only access the proposed systems remotely upon approval by VAA management or designate (such as Level 2 on-site staff), complying with all required methods mutually agreed. Everyone that needs to access the system will need a unique VAA-approved account. Upon Contract finalization, the Proponent shall provide VAA a list of staff requiring access within five days, including full names and roles, levels of access, and components to be accessed.</p>	1		

10.6 SCHEDULE F – COSTING SUBMISSION

Instructions	
1	The Proponent is required to provide pricing for all sections listed in this form.
2	All pricing inclusive of duty, FOB destination, delivery charges where applicable, exclusive of any taxes.
3	Pricing provided must be valid for the term of 5 years for all services. No price escalators.
4	List additional services and costs that the Proponent deems to be required.
5	Pricing for services must be fixed fee. It will not be amended later.
6	Hourly rates will apply to mutually agreed upon additional services that the Airport might request. The prices must be fixed for the length of the contract.

The form is a SAMPLE ONLY. The Proponent is free to modify or submit other formats to provide all information clearly.

RFP Costing Submission – CUTE/CUPPS

Proponent Name	
System Covered in Submission	CUTE
Submitting for Additional Systems? (Indicate)	Not Applicable

1. Project Implementation Services

Item		For Year 1 Only (\$ CAD)
1	Project Management (implementation planning, management, coordination, completion etc.)	
2	Initial on-site team setup services	
3	Modify or add other items as required	
4		
	Subtotal:	

2. Ongoing Support Services

Item		Year 1	Year 2	Year 3	Year 4	Year 5	Subtotal (\$ CAD)
1	Level 1 on-site services						
2	Level 2 on-site services						
3	Account Manager fees						
	Subtotal						

10.7 SCHEDULE G – RECEIPT CONFIRMATION FORM

This form is applicable to the VAA CUTE Request for Proposal process. To receive any further distributed information about this Request for Proposal, Proponents must complete this form and email it **no later than November 6, 2024**, to VAA's Authorized Representative as follows:

Attn: Adrian Nyland, Director, Innovation, Facilities and IT

Email: Adrian.Nyland@yyj.ca

If this form is not returned within the period stated, VAA may consider the Proponent uninterested in submitting a proposal.

COMPANY LEGAL NAME: _____

OTHER NAMES USED BY COMPANY, IF ANY: _____

STREET ADDRESS: _____

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

MAILING ADDRESS (IF DIFFERENT THAN ABOVE):

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

AUTHORIZED CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

SITE TOUR: Please indicate below by selecting 'Yes' or 'No' if you would like to attend the Site Tour, which will take place at YYJ on Monday, November 18, 2024. Please contact VAA's Authorized Representative to arrange a time between 8:00AM and 5:00PM PST.

Yes: _____ **OR** **No:** _____

10.8 SCHEDULE H - PROPONENT'S DECLARATION

The Proponent confirms that 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

PROONENT 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

10.9 SCHEDULE I - FORM OF CONTRACT



VICTORIA INTERNATIONAL AIRPORT

SERVICES CONTRACT

Disclaimer: The following draft service agreement template is provided for information purposes only. The Victoria Airport Authority reserves the right to review, modify and add or delete any contract terms and conditions without notice.

TABLE OF CONTENTS

	Page#
ARTICLE 1 • CONTRACT DOCUMENTS.....	5
ARTICLE 2 • CONTRACT REPRESENTATIVES.....	5
ARTICLE 3 • TERM OF THE CONTRACT	6
ARTICLE 4 • THE SERVICES	7
4.1 PERFORMANCE OF THE SERVICES	7
4.2 ADDITIONAL INSTRUCTIONS	8
4.3 CONTROL OF DISASTERS / EMERGENCIES	8
4.4 INTERPRETATION OF CONTRACT BY VAA	8
4.5 INSPECTION AND EXAMINATION OF SERVICES	9
4.6 NON-DISPARAGEMENT	9
4.7 TEMPORARY SUSPENSION OF SERVICES	9
ARTICLE 5 • FINANCIAL	10
5.1 TERMS OF PAYMENT	10
5.2 AUDIT & INSPECTION	11
ARTICLE 6 • COMPLIANCE, ETC.....	11
6.1 AIRPORT SAFETY AND SECURITY REQUIREMENTS.....	11
6.2 LAWS, RULES, PERMITS AND FEES	12
6.3 KEYS.....	12
ARTICLE 7 • ADMINISTRATION.....	13
7.1 INDEPENDENT STATUS	13
7.2 WORKERS' COMPENSATION.....	13
7.3 PERSONNEL	14
7.4 SUBCONTRACTORS	14
7.5 LABOUR AND INDUSTRIAL RELATIONS	15
7.6 WARRANTY ON PARTS AND MATERIALS	16
7.7 CONFIDENTIAL INFORMATION.....	16
7.8 RECORDS; OWNERSHIP OF DOCUMENTATION AND PROPERTY.....	16
ARTICLE 8 • PROTECTION OF PERSONS AND PROPERTY.....	17
8.1 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS	17
8.2 LIABILITY FOR INJURY AND/OR DAMAGE	17
ARTICLE 9 • INSURANCE	18
ARTICLE 10 • INDEMNIFICATION & LIMITATIONS OF LIABILITY	20
10.1 INDEMNIFICATION	20
10.2 LIMITATIONS OF LIABILITY.....	21
ARTICLE 11 • TERMINATION	21
11.1 TERMINATION FOR CAUSE	21
11.2 REMEDIES.....	23
11.3 SET-OFF	24

ARTICLE 12 • DISPUTES 24

12.1 DISPUTE RESOLUTION 24

12.2 ARBITRATION 24

12.3 JURISDICTION OF COURTS 25

ARTICLE 13 • GENERAL PROVISIONS 25

13.1 NOTICES 25

13.2 AMENDMENT 26

13.3 ASSIGNMENT AND SUBCONTRACTING 26

13.4 CONTRACTUAL RELATIONSHIP 27

13.5 GOVERNING LAW 27

13.6 INTERPRETATIONS 27

13.7 SURVIVAL OF OBLIGATIONS 28

13.8 TIME OF THE ESSENCE 28

13.9 WAIVER 28

SCHEDULE 'A': DEFINITIONS 30

SCHEDULE 'B': SCOPE OF SERVICE 33

SCHEDULE 'C': STATEMENT OF FEES 34

SCHEDULE 'D': VAA'S REQUEST FOR PROPOSALS 35

SCHEDULE 'E': CONTRACTOR'S PROPOSAL 36

SCHEDULE 'F': DRAWING [IF APPLICABLE] 38

DRAFT

This Contract dated for reference the _____ day of _____, 2024

BETWEEN:

VICTORIA AIRPORT AUTHORITY

Victoria International Airport
201 – 1640 Electra Blvd.
Sidney, BC V8L 5V4

(the “VAA”)

OF THE FIRST PART

AND

(COMPANY NAME)

(Address)

(City, Prov Postal Code)

(the “Contractor”)

OF THE SECOND PART

WHEREAS:

- A. VAA is a not-for-profit corporation with the objective to manage, operate, and develop the Victoria International Airport (the "Airport") land in a safe, secure and efficient manner, expand transportation facilities and generate economic activity in ways that are compatible with air transportation.
- B. The Contractor is a qualified contractor experienced in providing _____ (“_____”) at locations of similar size and complexity to the Airport, and as more particularly described in Schedule ‘F’ of this Contract - *Drawing*.
- C. The VAA’s Request for Proposals, issued the _____ day of _____ 20__ (the “RFP”), requested proposals for the provision of the _____ required by the VAA at the Airport, which RFP is attached to this Contract at Schedule 'D' – *VAA’s Request for Proposals*.
- D. In response to the RFP the Contractor submitted its proposal (the “Proposal”) to the VAA on the _____ day of _____ 20__, with respect to the supply of the _____ required by the VAA at the Airport, which Proposal is attached to this Contract at Schedule 'E' – *Contractor’s Proposal*.
- E. VAA accepted the Contractor’s Proposal as a basis for the negotiation of a contract with respect to the provision of the _____ by the Contractor to the VAA

at the Airport and the parties successfully concluded such a contract, the terms and conditions of which are hereinafter set forth.

NOW THEREFORE this Contract witness that in consideration of the mutual promises and obligations contained in the Contract, the VAA and the Contractor covenant and agree as follows:

ARTICLE 1 • CONTRACT DOCUMENTS

1.1 The following documents form the Contract (the “**Contract**”) between the VAA and the Contractor:

- a) These Articles of Agreement
- b) The attached Schedule ‘A’: Definitions;
- c) The attached Schedule ‘B’: Scope of Service;
- d) The attached Schedule ‘C’: Statement of Fees;
- e) The attached Schedule ‘D’: VAA’s Request for Proposals;
- f) The attached Schedule ‘E’: Contractor’s Proposal;
- g) The attached Schedule ‘F’: Drawing; and
- h) Any amendment or variation of the Contract that is made in accordance with Section 13.2.

1.2 The Contract Documents as a whole will constitute the Contract between the parties and will, subject to the provisions of this Contract and the law, enure for the benefit of and be binding upon the parties hereto, their respective administrators, successors, and permitted assigns.

ARTICLE 2 • CONTRACT REPRESENTATIVES

2.1 The VAA designates Adrian Nyland, Director, Innovation, Facilities and IT, as their contract representative for the purposes of this Contract, whose address is as follows:

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

Telephone No. 250-953-5801
Cell No. 250-883-1256
Email: Adrian.Nyland@yyj.ca

- 2.2 The Contractor designates **[enter full name and title]**, as their contract representative for the purposes of this Contract, whose address is as follows:

[CONTRACTOR'S NAME]
[Contractor's Address 1]
[Contractor's Address 2]
[Contractor's Address 3]

Telephone No. (direct)
Cell No.
Email:
Facsimile#:

- 2.3 Both contract representatives or their designated alternate will have full authority of their respective party to deal with all matters arising under this Contract.

ARTICLE 3 • TERM OF THE CONTRACT

- 3.1 This Contract shall commence upon the latest date of signature by a party set out below (the "Effective Date") and end on the fifth (5th) anniversary of the Service Commencement Date, less a day (the "Initial Term") subject to renewal as herein provided in Sections 3.2 and 3.3. The Initial Term and any subsequent renewal term shall constitute the "Term".
- 3.2 If, at the expiration of the Initial Term of this Contract, the VAA desires a renewal of this Contract for a further term of One (1) year(s), the VAA will not later than six (6) months before such expiration, give notice in writing of such desire to the Contractor. If the Contractor desires such a renewal, the VAA will then grant a renewal of this Contract for a second term of One (1) year(s), beginning the _____ day of _____ 20__ and ending the _____ day of _____ 20__ (the "First Renewal Term") on such terms and conditions as the VAA and the Contractor mutually agree.
- 3.3 If, at the expiration of the First Renewal Term of this Contract, the VAA desires a renewal of this Contract for a third and final term of One (1) year(s), the VAA will not later than six (6) months before such expiration, give notice in writing of such desire to the Contractor. If the Contractor desires such a renewal, the VAA will then grant a renewal of this Contract for a third term of One (1) year(s), beginning the _____ day of _____ 20__ and ending the _____ day of _____ 20__ (the "Second Renewal Term") on such terms and conditions as the VAA and the Contractor mutually agree.

ARTICLE 4 • THE SERVICES

4.1 PERFORMANCE OF THE SERVICES

- 4.1.1 The scope of the Contractor's Services in respect of this Contract is as described in Schedule 'B': *Scope of Service*.
- 4.1.2 The Contractor will throughout the Term of this Contract, provide to the satisfaction of the VAA as and when required by the VAA, all Services required of the Contractor in accordance with this Contract and the Contractor's Proposal, attached hereto as Schedule 'E': *Contractor's Proposal*, including, without limitation, providing all necessary labour and materials required to provide the Services.
- 4.1.3 The Contractor hereby agrees to perform and complete the Services with all due care, skill, diligence and efficiency in a good and workmanlike manner, to the full satisfaction of the VAA.
- 4.1.4 The Contractor represents and warrants to the VAA that:
- a) it is fully competent and qualified to perform the Services required under this Contract;
 - b) it has a minimum of two service technicians with the skills, expertise and experience necessary to perform the Services in a competent and professional manner;
 - c) a site foreman will be dedicated to the VAA site and trained in the Contract requirements for the commencement of the Term of this Contract; and
 - d) all personnel assigned to perform the Services have the requisite professional qualifications, knowledge, skill and ability to enable to Contractor to competently provide and perform the Services.
- 4.1.5 Subject to the Contract the Contractor will have complete control of the Services and will effectively direct and supervise the Services so as to ensure conformity with this Contract.
- 4.1.6 The Contractor expressly warrants that all materials, goods and supplies provided by the Contractor to be used in the performance of the Services will be new, fit for the intended purpose, of merchantable quality, free from all defects, of the best quality and carefully installed or applied (if applicable) in accordance with any manufacturer's specification and warranty requirements.

4.2 ADDITIONAL INSTRUCTIONS

- 4.2.1 The Contractor acknowledges that at any time during the term of this Contract, the VAA may undertake some modification or rehabilitation of any part of the Facilities and that any such undertaking may increase the scope of the services outlined in this Contract, on terms to be mutually negotiated and agreed upon.
- 4.2.2 During the performance of the Services, the VAA may at any time give additional instructions to the Contractor which instructions will be promptly followed by the Contractor.
- 4.2.3 Where, in the opinion of the VAA, it is necessary that other contractors or workers be sent onto the Airport, to perform any part of the Services, the Contractor will, to the satisfaction of the VAA, cooperate with them in the performance of their duties and obligations.
- 4.2.4 Such additional instructions will be consistent with the intent of this Contract and will not be construed as changes to the Services.

4.3 CONTROL OF DISASTERS / EMERGENCIES

- 4.3.1 It shall be the responsibility of the Contractor to respond to all Emergency situations and to resolve them immediately. In the event of a Disaster, the Contractor shall promptly upon request by the VAA and/or its authorized representative(s) provide all manpower, materials and services required in the discretion of the VAA and/or its authorized representative(s) to assist with the control and resolution of the Disaster. The Contractor shall place all such manpower, material and services under the direct control of the VAA until such time as the Disaster has been resolved to the satisfaction of the VAA. The Contractor's reasonable costs incurred in dealing with any Emergency situation or Disaster shall constitute Extraordinary Direct Operating Expenses with the quantum thereof to be agreed to between the VAA and the Contractor on a case by case basis.

4.4 INTERPRETATION OF CONTRACT BY VAA

- 4.4.1 In the event a question arising from the Contract about anything to be done or which has been done by the Contractor, including but not limited to:
- a) the meaning of anything in the Scope of Service;
 - b) the meaning of anything in the Contract in the case of any error, omission, obscurity or discrepancy in wording or intention of the Contract; or

- c) whether the requirements of the Contract are being met;

the question will be decided by the VAA whose decision will be final, binding and conclusive, but subject always to Section 12.2.

- 4.4.2 The Contractor will promptly perform the Services according to any decisions of the VAA made under Subsection 4.4.1 and in accordance with any consequential directions made thereafter by the VAA.

4.5 INSPECTION AND EXAMINATION OF SERVICES

- 4.5.1 At all times, the VAA may, with such assistance from experts of its choice, inspect or examine the Services to determine whether the Services are being performed properly and in accordance with the Contract.

- 4.5.2 In the event the VAA determines in its sole opinion that the Services or any portion of the Services is deficient, non-compliant with this Contract or defective, the Contractor will immediately resolve the problem(s) to the full satisfaction of the VAA.

- 4.5.3 In the event the Contractor fails to resolve any identified problems promptly upon notice from the VAA to do so, the VAA may do whatever it deems necessary to resolve the problem(s) at the Contractor's cost and expense.

4.6 NON-DISPARAGEMENT

- 4.6.1 The Contractor will not, and will use commercially reasonable efforts to ensure that any party employed or contracted by the Contractor to perform the Services here at the Airport will not, in any capacity or manner transmit, speak, write or otherwise communicate in any way (or cause, assist, solicit, encourage, support or participate in any of the foregoing), any comment, message, declaration, communication or other statement of any kind, whether verbal, written, transmitted electronically or otherwise, that might reasonably be construed to be derogatory or negative towards, the VAA, or any of its directors, officers, subsidiaries, employees, agents or representatives. This provision will not act to prohibit any person from making any statement or disclosure required to be made in accordance with any applicable law, regulation or by-law.

4.7 TEMPORARY SUSPENSION OF SERVICES

- 4.7.1 Without limiting or restricting the generality of any other provision of this Contract in the event that the VAA deems it necessary or expedient to suspend Airport operations, the Contractor shall not have any claims against the VAA, nor be entitled to any compensation or indemnity for any cause related to such suspension.

ARTICLE 5 • FINANCIAL

5.1 TERMS OF PAYMENT

5.1.1 At the end of each month of the Contract, upon complete performance of the Services to the full satisfaction of the VAA, the Contractor will submit an invoice to the VAA containing the following information:

- (a) amount of monthly Fixed Fee charged by the Contractor;
- (b) an itemized statement of all Expenses claimed by the Contractor for the preceding month to be submitted via spreadsheet and including:
 - i. labour and associated Hourly Rates;
 - ii. materials and the amount of any Contractor's mark-up to same; and
 - iii. Subcontractors' fees and the amount of any Contractor's mark-up to same.

Any mark-ups permitted hereunder shall not exceed 10% per Expense.

- (c) supporting documentation such as invoices, receipts or vouchers for each Expense claimed in excess of Five Hundred (\$500.00) Dollars;
- (d) a detailed AMRS work order form setting out all PM and Ad Hoc Services performed in the preceding month, and the dates and hours during which the Services were rendered by each person performing the Services; and
- (e) where applicable, the amount of Goods & Services Tax "GST". The Contractor agrees to include its GST registration number(s) on all invoices and to remit to Revenue Canada any GST paid or due.

5.1.2 The Fixed Fee and Hourly Rates charged by the Contractor will not exceed those rates shown on Schedule 'C': *Statement of Fees* (excluding GST).

5.1.3 Subject to review and verification by the VAA of the amount of the Fees and Expenses, the VAA will pay the amount of approved Fees and Expenses within 30 days of the receipt of the invoice described in Section 5.1.1.

5.1.4 The VAA will be liable to pay the Contractor interest at the rate equal to 2% per month (26.824% per year), payable and compounded monthly, on any amount that is overdue from the day such amounts became overdue to and inclusive of the day prior to the date of payment, however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than 30 days following the due date.

5.2 AUDIT & INSPECTION

- 5.2.1 The Contractor shall keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Contractor including invoices, receipts, and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the VAA who may make copies and take extracts therefrom.
- 5.2.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the VAA with such information as the VAA may from time to time require with reference to the documents referred to herein.
- 5.2.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the VAA, but shall preserve and keep them available for audit and inspection for a period of one year following expiration or Termination of the Term of the Contract.

ARTICLE 6 • COMPLIANCE, ETC.

6.1 AIRPORT SAFETY AND SECURITY REQUIREMENTS

- 6.1.1 In the performance of the Services, the Contractor will comply with all Airport rules, directives, and operating procedures adopted and promulgated by the VAA from time to time relative to the performance of this Contract, and the management and operation of the Airport, including, without limitation, those relating to safety of the work site, security, safety, fire, sanitation and traffic control, and the Contractor will promptly abide by all such rules, directives and operating procedures as established from time to time by the VAA.
- 6.1.2 The Contractor will:
- a) not disrupt or impede Airport business at any time except as permitted by the VAA;
 - b) not conduct any operation or install any equipment at the Airport that will cause electronic interference or hazard to the navigation of aircraft. Upon receiving notice from the VAA of any interference or hazard, the Contractor shall at its own expense immediately take all steps, as may be necessary, to remove the interference or hazard to the satisfaction of the VAA; and
 - c) not bring onto or store at the Airport any goods of an explosive, dangerous, inflammable or noxious nature except with the prior written consent of the VAA.

6.1.3 The Contractor acknowledges that occupation and use of the Airport Lands is subject at all times to the provisions of the *Aeronautics Act*, the *Canadian Aviation Security Regulations* and all security measures and orders issued in accordance with the same. The Contractor covenants and agrees that it will at all times comply with all Airport security rules, orders, directions or measures issued or implemented by the VAA at any time and from time to time, including without limitation those rules, orders, directions or measures relating directly or indirectly to the use of restricted area passes, escorts, personnel identification systems and the implementation of other security clearance procedures.

6.2 LAWS, RULES, PERMITS AND FEES

6.2.1 Unless otherwise stated in this Contract, the Contractor will be responsible for obtaining such licenses, permits or approvals from Federal, Provincial, Municipal or other Government Authorities, as may be necessary to enable the Contractor to perform the Services required under this Contract.

6.2.2 The Contractor will, at its sole cost and expense, comply with all laws and regulations relating to the performance of the Services, including environmental protection, whether federal, provincial, municipal or local. The Contractor will also comply and conform to the requirements of such provincial and municipal codes, regulations, and bylaws of general application, which are designed to secure the health, safety, convenience and welfare of the inhabitants or occupiers of buildings and structures as if the Airport were a property other than a federal public property. Where more than one law or regulation applies, the more stringent provision will apply.

6.3 KEYS

6.3.1 The VAA will provide to the Contractor a sufficient number of keys as may be required for use by the Contractor's personnel to access the Facilities. Key holders will be subject to the following conditions of issue:

- a) all keys to the Facilities are the sole property of the VAA;
- b) keys will not be duplicated without the express authorization of the VAA;
- c) keys must be safeguarded at all times and any loss or theft will be immediately reported to the VAA; and
- d) keys will be surrendered to the VAA immediately upon termination or expiration of this Contract, or when there is no further requirement for them.

ARTICLE 7 • ADMINISTRATION

7.1 INDEPENDENT STATUS

7.1.1 The parties expressly acknowledge that the Contractor is an independent contractor and neither an agency, partnership, joint venture, joint enterprise, nor an employer-employee relationship is intended or created by this Contract.

7.1.2 The Contractor will be solely responsible for all matters relating to:

- a) the statutory deduction of all taxes, employment insurance, Canada Pension Plan and any other similar matter required by law;
- b) leave, remuneration, insurance premiums and discipline of its personnel and SubContractors; and
- c) all licenses and permits which are or may become required to perform the Services.

7.1.3 Notwithstanding the foregoing, while the Contractor is solely responsible for the method and manner of performing and completing the Services, the Contractor acknowledges that the VAA has the right to:

- a) supervise the Services performed at the Airport for compliance with VAA policies, procedures, security measures, safety and environmental laws, regulations and procedures; and
- b) supervise or review the performance of the Services for quality control within the Scope of Service requirements as set out in Schedule 'B': *Scope of Service*, and the terms and conditions of this Contract.

7.2 WORKERS' COMPENSATION

7.2.1 It is the Contractor'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).

7.2.2 The Contractor unconditionally guarantees to the VAA full compliance with the conditions, regulations and laws relating to Workers' Compensation by the Contractor.

7.2.3 Any penalties, fines, financial assessments and the like resulting from any failure on the part of the Contractor to comply with the provisions of the *Workers' Compensation Act*

will be paid by the Contractor when due. The Contractor agrees to indemnify and save harmless the VAA with respect thereto.

7.3 PERSONNEL

7.3.1 The Contractor will be responsible for the hiring, dismissal, discipline, training, direction and control of all personnel required to perform the Services under this Contract.

7.3.2 The Contractor will ensure that all its personnel are polite and courteous at all times to the travelling members of the public and Airport employees. The Contractor will, upon the request of the VAA, remove any personnel who, in the opinion of the VAA, is incompetent or has acted improperly, and the Contractor will not permit a person who has been removed to return to the work site unless the prior written consent of the VAA has been obtained.

7.3.2 If the VAA determines that national security is involved, it may instruct the Contractor to provide information concerning any Person or Persons employed by the Contractor on the Airport and may require the removal of any such Person or Persons from the Airport if determined to be necessary for national security. The Contractor shall comply with instructions from the VAA pursuant to this Section 7.3.

7.4 SUBCONTRACTORS

7.4.1 The Contractor will not retain or employ any SubContractor or supplier to perform any part of its obligations under this Contract without the prior, written consent of the VAA.

7.4.2 The VAA may, for reasonable cause, object to the use of a proposed SubContractor or supplier and require the Contractor to employ another, to whom the VAA has no reasonable objection.

7.4.3 The Contractor may not change SubContractors or suppliers, once agreed upon, without the prior, written consent of the VAA.

7.4.4 The Contractor shall ensure that any SubContractor will adhere to all of the Contractor's obligations and requirements under this Contract as if they were the Contractor themselves and that the subcontracting by the Contractor of any portion of the Services does not absolve the Contractor of any of its responsibilities and obligations hereunder. The Contractor will preserve and protect the rights of the VAA with all SubContractors and suppliers it employs and will:

- a) enter into written contracts with such Persons to require them to perform their work under this Contract;

- b) incorporate all the terms and conditions of this Contract into all contracts with SubContractors and suppliers; and
- c) be as fully responsible to the VAA for the acts and omissions of SubContractors and suppliers and other persons employed by them , directly or indirectly, as the Contractor is for the acts and omissions of the Contractor's own employees.

7.5 LABOUR AND INDUSTRIAL RELATIONS

7.5.1 The Contractor will make every effort to perform the Services and/or cause his SubContractors and suppliers to perform the Services, both on and off the Airport, in a manner which avoids all labour disputes, including compliance with any rules or instructions issued by the VAA regarding industrial relations.

7.5.2 In the event of any actual or threatened labour dispute involving employees of the Contractor or any SubContractor or supplier, whether at the Airport or elsewhere, which will or may affect performance of the Services, the Contractor will:

- a) immediately notify the VAA of any current, pending, or threatened labour dispute;
- b) take all steps reasonably necessary to avoid and mitigate the delays, damages and other effects of an interruption;
- c) within eight (8) hours after the commencement of any labour dispute, provide to the VAA a full report on such dispute including, to the extent known to the Contractor, the cause of the dispute, the employer and employees affected or involved, the action being taken to end the dispute and the known or probable effect on the Services;
- d) continue such reporting to the VAA as may be requested by the VAA; and
- e) work with the VAA to minimize the impact of the interruption, which may include locating and arranging substitute service providers to ensure that the continuity and performance of the Services will not be jeopardized, and all on such terms and conditions as the VAA, in its discretion, considers necessary.

Notwithstanding the foregoing, if the Interruption extends for a period in excess of seven (7) consecutive Days, the VAA may at its sole discretion and in addition to the rights and remedies available to it under this Contract, elect to suspend or terminate this Contract in whole or in part immediately upon written notice to the Contractor.

7.6 WARRANTY ON PARTS AND MATERIALS

7.6.1 In the event of any parts and/or materials which are installed or replaced under this Contract, the Contractor will ensure that any and all manufacturers' or sellers' warranties or guarantees are obtained in the name of the VAA and submitted to the VAA.

7.7 CONFIDENTIAL INFORMATION

7.7.1 The Contractor agrees that all knowledge and information of the VAA's business, inventions, discoveries, or any confidential or secure information, knowledge or data of the VAA or the Airport generally which the Contractor may be given, obtain, acquire or discover directly or indirectly, before, during, or after the performance of the Services will be kept in strict confidence and will not be divulged or disclosed to any Person before, during or after completion of the Services, except as may be essential to perform the Services.

7.8 RECORDS; OWNERSHIP OF DOCUMENTATION AND PROPERTY

7.8.1 The Contractor will treat as strictly confidential all Records, and any information contained in such Records, which are provided to or obtained by the Contractor or to which the Contractor has access, as a result of this Contract or in the performance of the Services, whether or not such Records are provided by the VAA.

Originals and copies of all Records, documentation and property provided by the VAA to the Contractor will be and will remain the exclusive property of the VAA and will be delivered by the Contractor to the VAA immediately upon the VAA's written request to the Contractor and will, in any event be returned to the VAA forthwith upon termination or expiration of the Contract.

7.8.2 All documentation prepared or property produced by or at the discretion of the Contractor directly or indirectly in connection with the Services, which the VAA in its sole discretion determines may have intellectual property value, will be deemed owned by and to be the sole property of the VAA. The Contractor further agrees to execute any documents or do any acts, which the VAA may reasonably require to perfect such ownership.

7.8.3 The Contractor shall not to publish, release or disclose any Records or information to any third party at any time during or after the Term. No copies, extracts or other reproduction of any Records or property shall be made by the Contractor without the prior express written permission of the VAA save and except to the extent to which such copies, extracts or other reproductions are necessary to enable the Contractor

and / or its workers to fulfil their obligations under this Contract.

7.8.4 If requested by the VAA, the Contractor will do all things necessary to transfer any intellectual property to the VAA and to preserve and protect the VAA's property rights in the intellectual property throughout the world.

7.8.5 The Contractor further agrees to join in and cooperate with the VAA in any defence or assertion of the VAA's intellectual property rights including without limitation any moral rights in copyrighted material.

ARTICLE 8 • PROTECTION OF PERSONS AND PROPERTY

8.1 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

8.1.1 The Contractor will, in the performance of the Services and at its own expense, do whatever is necessary to ensure that:

- a) no Person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor 's activities;
- b) fire and other property damage hazards in or about the Facilities are eliminated; and
- c) the health and safety of all Persons employed in the performance of the Services is not endangered by the method, manner or means of its performance.

8.1.2 The VAA may direct the Contractor to do such things and to perform such additional Services as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of Subsection 8.1.1, and the Contractor will promptly comply at its own expense with any such VAA direction.

8.2 LIABILITY FOR INJURY AND/OR DAMAGE

8.2.1 The Contractor will be solely responsible for all claims, including costs of investigation and defence by any party bringing a claim in respect of:

- a) personal injury, or infringement of any personal or civil right; or
- b) damage to lands, buildings, structures, roads or property of any kind or description; or

- c) any infringement of any right, privilege, easement or statutory right of way whatsoever;

occasioned by the performance of the Services or any part of the Services, caused directly or indirectly by any act or omission, whether deliberate, negligent or purely accidental, of the Contractor or occasioned by defective work of the Contractor and the Contractor will promptly make good any claims, including costs of investigation and defence, immediately upon demand being made.

8.2.2 The VAA may:

- a) direct the Contractor to do such things and to perform such additional Services as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of Subsection 8.2.1; and
- b) in the event the Contractor fails to make good any loss or damage for which it is liable within a reasonable time after being directed to do so by the VAA , the VAA may cause the loss or damage to be made good, at the Contractor's cost and expense.

ARTICLE 9 • INSURANCE

9.1.1 Without limiting any other obligation or liability of the Contractor under the Contract, the Contractor will, at its own expense purchase, provide and at all times maintain during the Term of this Contract the following insurance:

- a) Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence involving bodily injury, death or property (or such higher limits as may be required by the VAA or any other competent authority acting reasonably), and protecting the Contractor and the VAA. Such policy, subject to the terms and conditions thereof, will pay on behalf of the insureds all sums which the insureds become legally obligated to pay against claims for personal injury (including death), or loss or damage to property including loss of use and occupancy arising out of or related to the Services of the Contractor hereunder or arising out of an act or omission of the Contractor.
- b) Standard owners' form automobile policy providing third party liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00), and accident benefit insurance, covering all licensed vehicles owned or operated by or on behalf of the Contractor.

- 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 Contractor under this Contract and in the performance of the Services.
- 9.1.2 All required insurance policies will be with insurers licensed to underwrite insurance in the Province of British Columbia which are acceptable to the VAA.
- 9.1.3 All insurance to be provided by the Contractor will be maintained continuously during the Term of this Contract and the Contractor will cause each and every policy of the insurance to:
- a) with respect to liability insurance, be enforceable by any named or additional insured thereunder;
 - b) be primary to and non-contributing with any other insurance available to the VAA;
 - c) provide that the VAA be additional insureds thereunder, as their interests may appear;
 - d) provide for no less than thirty (30) Days prior written notice to the VAA of any cancellation, including cancellation for non-payment of premium, suspension or adverse material change in the insurance;
 - e) include a "severability of interest" clause ;
 - f) be written on an occurrence form basis; and
 - g) Subsections 9.1.3 (a), (c), (d), and (e) will not apply to policies issued by the Insurance Corporation of British Columbia.
- 9.1.4 Prior to the commencement date of the Contract, the Contractor will provide the VAA with a certificate of insurance issued by the Contractor's insurance company, insurance broker or agency, certifying that all such insurance required herein is in force and will also, at least ten (10) days prior to expiry of each policy of insurance, furnish documentary evidence satisfactory to the VAA that the renewal or continuance of such insurance has taken place prior to the expiry date(s) thereof.
- 9.1.5 Upon the request of the VAA, the Contractor will supply to the VAA certified copies of all policies of insurance to be provided by the Contractor as proof positive that such insurance required under the Contract is in force.

- 9.1.6 If the Contractor fails to provide, maintain or pay for insurance or fails to provide documentary evidence of such insurance, all as required by this Contract, then such failure will constitute a default by the Contractor under this Contract. The VAA will have the right, but not the obligation, to provide, maintain and pay for such insurance and give evidence thereof to the Contractor, in which case the cost thereof will, at the option of the VAA, be payable by the Contractor to the VAA on demand.
- 9.1.7 Nothing herein contained will be construed so as to prevent the Contractor at its sole cost and expense, from taking out insurance for greater amounts or against additional perils than may be required under this Contract.
- 9.1.8 Nothing described herein will limit or restrict the liability of the Contractor in any way. Furthermore, the unavailability of any insurance required herein will not reduce or waive any of the Contractor's obligations to indemnify the VAA or the Crown as required under this Contract.

ARTICLE 10 • INDEMNIFICATION & LIMITATIONS OF LIABILITY

10.1 INDEMNIFICATION

10.1.1 The Contractor assumes the entire responsibility and liability for and will indemnify, protect and hold harmless the VAA and the Crown from and against all liabilities, suits, actions, judicial or administrative proceedings, claims, demands, damages, penalties, fines, costs and expenses of whatsoever kind or character including but not limited to all costs and fees for investigation and defence thereof arising out of or alleged to have arisen out of any act, or connected directly or indirectly with any act or omission of the Contractor, whether accidental, negligent, or deliberate, under this Contract or the Services to be performed hereunder including, but not limiting or restricting the generality of the foregoing, the following:

- a) all injuries to persons, including fatal injuries; and
- b) all other damages to property and claims and demands with respect thereto.

Neither this indemnity, nor any action taken by the VAA to enforce this indemnity will restrict in any way the rights of the VAA to terminate this Contract pursuant to Section 11.1, or to exercise its rights under Section 10.1.4.

10.1.2 The Contractor will also indemnify the VAA and the Crown from all costs, charges and expenses sustained or incurred by the VAA in or about all claims, actions, suits and proceedings arising from any alleged or actual intellectual property infringement arising out of the performance of the Services or the Contractor's obligations under this Contract.

10.1.3 The Contractor will further indemnify and save harmless the VAA and the Crown against all damages, losses and costs sustained or incurred by the VAA or the Crown resulting from any such default or breach.

10.1.4 The Contractor further agrees that notwithstanding any statute or law to the contrary, the exercise of the VAA's or the Crown's rights in the Contract will not prejudice any other rights or recourse of the VAA or the Crown at law, in equity or under this Contract.

10.1.5 All obligations of the Contractor arising pursuant to this Section 10.1 by reason of any matter occurring prior to termination of this Contract, will notwithstanding any provision of this Contract or any law now or hereafter in force, continue in full force and effect until discharged.

10.2 LIMITATIONS OF LIABILITY

10.2.1 Neither the VAA nor the Crown will be responsible or liable to the Contractor for any loss, injury or property damage suffered by the Contractor or other Person and caused by or in relation to:

- a) other contractors, occupants or other Persons for whom the VAA is not responsible at law;
- b) theft of property of the Contractor;
- c) any damage or loss insured or required to be insured by the Contractor under this Contract; and
- d) any act or omission by the VAA in curing or attempting to cure any default or breach of the Contractor under this Contract.

10.2.2 The Contractor hereby expressly assumes the risk in respect of the matters set out in Subsection 10.2.1, and agrees to indemnify and hold harmless the VAA and the Crown with respect thereto and releases the VAA and the Crown from any liability in respect thereof.

ARTICLE 11 • TERMINATION

11.1 TERMINATION FOR CAUSE

11.1.1 The VAA may in its sole discretion terminate this Contract forthwith without notice upon the happening of any of the following events:

- a) an Order is made or a resolution is passed or a petition is filed for the liquidation or winding-up of the Contractor;
- b) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- c) on becoming bankrupt or insolvent makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors;
- d) a receiver or receiver manager of any property of the Contractor is appointed;
- e) the Contractor ceases in the reasonable opinion of the VAA to carry on business;
- f) the Contractor has in any way become unable or unwilling to carry on the Services or any part thereof;
- g) the Contractor has abandoned the provision of the Services or any part thereof;
- h) the Contractor 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;
- i) the Head Lease between the VAA and the Crown is terminated for any reason whatsoever;
- j) the Contractor has committed what the VAA in its sole discretion determines is a breach of a fundamental term of this Contract including, without limitation, the types of breaches of Contract referred to in Subsection 11.1.2, which the VAA in its sole discretion determines is of such a serious nature as to warrant immediate termination of this Contract without giving the Contractor notice under Subsection 11.1.2 to remedy any such breach of the Contract.

11.1.2 If at any time the VAA determines in its sole discretion that the Contractor's performance is unsatisfactory including, without limitation:

- a) the Contractor has failed or is failing to diligently perform the Services stipulated for in this Contract or has failed to comply with the instructions of the VAA;
- b) the Contractor has failed or is failing to supply enough competent personnel or management as is necessary to ensure performance of the Services under this

Contract;

- c) the Contractor has failed to observe or has breached any other term, condition or provision of this Contract;

the VAA may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to remedy the default within a period to be stipulated by the VAA, in its sole discretion. If the Contractor fails to correct the default within the stipulated period after receipt of notice from the VAA, or if the VAA has determined in its sole discretion that the default cannot reasonably be remedied within the stipulated period and the Contractor fails to:

- a) commence correction of the default promptly upon receipt of the VAA's notice;
- b) provide the VAA with an acceptable schedule for such correction; or
- c) complete the correction in accordance with such schedule;

then the VAA will be entitled to terminate this Contract forthwith without further notice to the Contractor.

11.1.3 In the event of termination of this Contract pursuant to this Section 11.1:

- a) the Contractor will be liable to pay the VAA upon demand for all loss, costs or damages incurred by the VAA as a result of such termination, including without limitation damages equal to costs incurred in having the Services performed by another contractor, plus such additional charges as may be applicable with the policies of the VAA for administration and overhead; and
- b) the VAA will determine the amount (if any) due or accruing due to the Contractor prior to the date of termination and subject to this Section 11.1, all of the Contractor's right to further payment is extinguished upon the effective date of such termination.

11.2 REMEDIES

11.2.1 Termination of this Contract will be without prejudice to any and all other remedies pursuant to this Contract or at law which the VAA may have as a result of the Contractor's failure to observe and perform the terms and conditions of this Contract.

11.2.2 The rights, powers and remedies conferred upon the VAA under this Contract are not intended to be exclusive and each will be cumulative and in addition to and not in

substitution for every other right, power and remedy existing or available to the VAA either under this Contract, at law or in equity and the exercise by the VAA of any right, power or remedy will not preclude the simultaneous or later exercise by the VAA of any other right, power or remedy.

11.3 SET-OFF

11.3.1 If, under this Contract, the Contractor becomes obligated or liable to pay any sum of money to the VAA, then that sum may, at the election of the VAA and without limiting or restricting any other remedies of the VAA under this Contract or at law, be set-off against and be applied against any sum owed to the Contractor hereunder.

ARTICLE 12 • DISPUTES

12.1 DISPUTE RESOLUTION

12.1.1 Each party will endeavour honestly and in good faith to identify and resolve promptly by agreement all disputes and issues related to this Contract or the performance of the Services.

12.1.2 If the parties are unable to resolve a dispute they will give due consideration to engaging in alternative dispute resolution procedures, including without limitation, mediation or arbitration, that the parties consider suitable and appropriate with respect to the resolution of any such dispute or issue.

12.1.3 The Contractor will not stop or delay performance of the Services pending resolution of any such dispute or issue, but may give notice to the VAA promptly upon becoming aware that such a dispute or issue exists that the Contractor is performing under protest, in which case the Contractor does not prejudice any of its legal rights in relation to that dispute or issue.

12.2 ARBITRATION

12.2.1 Subject always to Subsection 12.2.2, either party may refer a dispute to arbitration, in which event the same will be determined by one arbitrator (provided the parties agree on such arbitrator) in accordance with the provisions of the *Arbitration Act of British Columbia*, R.S.B.C. 1996 c.55 except that all proceedings will take place in Greater Victoria. If the parties do not agree upon an arbitrator within twenty (20) Business Days of notice of arbitration, each party will appoint their own arbitrator, who will then appoint a third arbitrator and the dispute referred to arbitration will be determined by three arbitrators in accordance with the provisions of the *Arbitration Act of British Columbia*, R.S.B.C. 1996 c.55.

12.2.2 Any dispute may be submitted to arbitration except:

- a) the breach or alleged breach of the confidentiality provisions of this Contract;
- b) the fundamental breach or alleged fundamental breach of this Contract by either party; or
- c) where this Contract has been lawfully terminated or suspended by VAA pursuant to this Contract;

unless both parties otherwise agree.

12.3 JURISDICTION OF COURTS

12.3.1 Subject to the provisions of Section 12.1 and Section 12.2 hereof, the Courts of British Columbia will have the exclusive jurisdiction to entertain and determine all disputes and claims whether for specific performance, injunction, declaration or otherwise howsoever, both at law and in equity, arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and to hear and determine all questions as to the validity, existence or enforceability thereof.

ARTICLE 13 • GENERAL PROVISIONS

13.1 NOTICES

13.1.1 Whenever in this Contract it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if personally delivered, given by facsimile (and confirmed by mail), electronic mail, or sent by courier, priority post, or registered mail, return receipt requested, to the VAA or the Contractor, as appropriate, at their respective addresses and to the attention of the Contract Representative set out in Article 2 of this Contract.

13.1.2 Such addresses and facsimile numbers may be changed from time to time by either party giving notice to the other as above provided.

13.1.3 Notices given hereunder will be deemed effectively given to the party;

- a) if delivered personally to the party or its contract representative, on the day it is delivered;
- b) if forwarded by courier, priority post, or registered mail, on the earlier of the date it is delivered or the third day after it was sent; or

- c) if forwarded by facsimile or electronic mail, 24 hours after transmission with confirmed answer-back.

13.2 AMENDMENT

- 13.2.1 This Contract may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or permitted assigns.

13.3 ASSIGNMENT AND SUBCONTRACTING

- 13.3.1 The rights, interests, duties and obligations of the Contractor under this Contract will not be assigned by the Contractor in whole or in part, directly or indirectly, without the prior written consent of the VAA (which consent may be unreasonably withheld) and any attempt on the part of the Contractor to assign such rights, duties or obligations under this Contract without such consent will be of no effect.

- 13.3.2 Any sale, transfer or assignment of any shares in the capital of the Contractor resulting in a change of control different from that which exists at the date of this Contract, which change will be determined by the VAA, will be deemed to be an assignment of this Contract and the prior written consent of the VAA to such sale, transfer or assignment of such shares will be required, which consent may be unreasonably withheld.

- 13.3.3 The Contractor covenants and agrees to pay the VAA's solicitor and client costs relating to the VAA's consent to an assignment of this Contract and any documents relating thereto together with the VAA's administrative fee in an amount reasonably determined by the VAA.

- 13.3.4 The VAA shall not be obliged to consent to such assignment, transfer, or subcontract, where such assignment, transfer or subcontract is to a person whose financial standing, creditworthiness and experience is not equivalent to that of the principal of the Contract. The requirement by the VAA for satisfactory financial statements and credit reports, evidence of a satisfactory business history or business competence, and payment of costs shall be deemed to be reasonable requirements, and a refusal by the VAA to consent to a disposition due to deficiencies in any of the above regards shall not constitute an unreasonable withholding of consent.

- 13.3.5 No assignment of this Contract by the Contractor, nor implementation of any contract or subcontract between the Contractor and any third party even though consented to by the VAA, will exonerate the Contractor from liability under this Contract and for the due performance and completion of the Services thereby contracted for.

13.4 CONTRACTUAL RELATIONSHIP

- 13.4.1 Nothing in this Contract is intended to nor will it create any contractual relationship between the VAA and any SubContractor or supplier or their agents, employees or any other person performing any of the Services.
- 13.4.2 No implied terms or obligations of any kind by either of the parties will arise from anything in this Contract, and only the express covenants and agreements of this Contract will be binding upon the parties.
- 13.4.3 The provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, negotiations, statements, representations, and agreements either verbal or written between the parties relating to the Services.

13.5 GOVERNING LAW

- 13.5.1 This Contract will be governed and interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. In the event that any provision of this Contract is in conflict with any provincial or federal law or regulation, such provision will be deemed modified to conform with such law or regulation and all other provisions will remain in full force and effect.
- 13.5.2 Nothing in this Contract is intended to nor will be construed as limiting, waiving or derogating from any Federal Crown prerogative.
- 13.5.3 Any reference in this Contract to all or any part of any statute, regulations or rule, will, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

13.6 INTERPRETATIONS

- 13.6.1 If the Contractor is comprised of two or more persons or entities, all covenants, provisos, conditions or agreements will be construed as being joint as well as several.
- 13.6.2 Headings or captions are for convenience only, and are not to be construed as part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.
- 13.6.3 References to the masculine or the singular will include the feminine or the plural as the context requires.
- 13.6.4 The invalidity of any section or subsection of a non-material nature will not affect any other section or subsection of this Contract which will be construed as if such invalid

section or subsection were omitted.

13.6.5 Each party hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Contract.

13.7 SURVIVAL OF OBLIGATIONS

13.7.1 All obligations of each party which by their nature require all or part of their performance or fulfilment after the expiry or termination of this Contract will (whether specifically provided for in this Contract or not) survive the expiry or termination of this Contract.

13.8 TIME OF THE ESSENCE

13.8.1 All references to time in this Contract are conditions of the Contract and are of the essence of the Contract.

13.9 WAIVER

13.9.1 Any waiver of default, breach or non-observance by the Contractor of any of its covenants or obligations hereunder will not operate as a waiver of the VAA's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the VAA.

[SIGNATURE PAGE FOLLOWS]

EXECUTED by the parties as at the date first written above.

VICTORIA AIRPORT AUTHORITY:

Elizabeth M. Brown, President and CEO

[CONTRACTOR'S NAME]:

Name:
Title:

DRAFT

SCHEDULE 'A'

DEFINITIONS

In this Contract, the following words and terms will have the meanings expressed below:

"Ad Hoc" means those work orders and requests for service that are to be performed at an hourly rate that are approved by the Manager, Facilities and IT or designate.

"Airport" means the Victoria International Airport.

"AMRS" means Airport Maintenance Reporting System.

"Business Days" means any day which is not a Saturday, Sunday or a statutory holiday observed in British Columbia and "Business Day" will have a corresponding meaning.

"Effective Date" has the meaning ascribed in Section 3.1 of the Articles of Agreement.

"Contract" has the meaning ascribed in Section 1.1 of this Contract.

"Contract Documents" means this Contract and includes all the documents listed under Section 1.1 of this Contract, and any subsequent written amendments thereto made pursuant to the provisions of this Contract and signed by the parties.

"Contractor" means the party or the parties of the second part as designated or described, and includes any of its successor or permitted assigns and also means any directors, officers, servants, employees, site foreman, agents, Sub-Contractors or suppliers of the Contractor and any other Person for whom the Contractor may be responsible for in law.

"Contractor's Proposal" means the Contractor's response, dated _____, 20__, to the RFP, a copy of which Proposal is annexed to and forms an integral part of this Contract as Schedule "E" – *Contractor's Proposal*.

"Crown" means Her Majesty the Queen in Right of Canada as represented by the Minister of Transport.

"Days" means calendar days including Saturday, Sunday and statutory holidays observed in British Columbia.

"Disaster" means a catastrophic occurrence causing widespread destruction and distress and that effects the _____.

"**Emergency**" means an unexpected serious occurrence that effects the _____ and requires immediate and urgent action or assistance.

"**Expenses**" means those pre-approved expenses incurred by the Contractor for:

- a) Ad Hoc work outside the scope of PM but still within the _____, and
- b) Ad Hoc work outside the _____,

which expenses may include the cost of materials, labour and Subcontractors' fees. The Contractor may include a mark-up on materials and Subcontractors' fees, which mark-up may not exceed 10%.

"**Extraordinary Direct Operating Expenses**" means reasonable costs incurred by the Contractor while responding to a Disaster or Emergency.

"**Fees**" means the Contractor's Fixed Fee, which Fixed Fees are set out on an annual and monthly basis at Schedule 'C': *Statement of Fees*.

"**Fixed Fee**" shall have the same meaning as Fees.

"**Head Lease**" means that lease agreement dated for reference the 1st day of April 1997, by which Her Majesty the Queen in Right of Canada as represented by the Minister of Transport leased to the VAA certain lands and premises as described therein (the "**Airport Lands**"), encompassing the property generally known and described as the Victoria International Airport, (the "**Airport**").

"**Hourly Rate**" means those hourly rates charged by the Contractor for Ad Hoc services, which hourly rates are set out at Schedule 'C': *Statement of Fees*.

"**Interest**" means the VAA's rate of interest which is equal to 2% per month, compounded monthly (26.824% per year).

"**Person**" means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted.

"**PM**" refers interchangeably to the Planned Maintenance and Preventative Maintenance service of equipment, systems, and infrastructure, as may be recommended by the equipment manufacturer to ensure trouble free operation and optimum results, as further described at Schedule 'B': *Scope of Service*.

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

"**RFP**" means the Request for Proposals issued by the VAA on the _____ day of _____,

20__ and the document entitled, _____, which RFP is attached at Schedule 'D': *VAA's Request for Proposals*.

"Service Commencement Date" means the date upon which Contractor commences provision of the Services.

"Services" means collectively the PM and Ad Hoc services provided by the Contractor to the VAA with respect to the maintenance of the _____ and any additional services required pursuant to the Contract Documents, as further described at Schedule 'B': *Scope of Service*.

"SubContractor" means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Services.

"Term" has the meaning ascribed to it in Article 2.

"VAA" means the Victoria Airport Authority, which is the party or parties of the first part as designated or described, and includes any of its successors and assigns; in any part of this Agreement that contains a release, hold harmless, indemnity or other exculpatory language in favour of the Authority; the term "Authority" also means any directors, officers, servants, employees, agents or contractors of the Authority and any other Person for whom the Authority may be responsible for in law.

SCHEDULE 'B'

SCOPE OF SERVICE

The Contractor will, to the satisfaction of the VAA and in accordance with this Contract, provide the Services with respect to the _____ and any additional services required pursuant to the Contract Documents (the “Services”) as set out in more detail in the following documents which are attached to and form an integral part of this Contract:

1. Schedule B – Scope of Service;
2. VAA’s Request for Proposals dated _____, 20__, attached to this Contract at Schedule ‘D’; and
3. Contractor’s Proposal dated _____, 20__, attached to this Contract at Schedule ‘E’.

In the case of a conflict or inconsistency between the terms set out in the attached documents, the VAA’s Request for Proposals shall take precedence.

In the case of a conflict or inconsistency between the Contractor’s Proposal and the Articles of Agreement, the Articles of Agreement shall take precedence.

SCHEDULE 'C'

STATEMENT OF FEES

The VAA shall during the Term pay the Contractor Fees for performance of the Services in accordance with Article 5 of this Contract – *FINANCIAL*, and the Contractor's Proposal, _____, 20__, and attached to Schedule 'E'.

In the case of a conflict or inconsistency between the financial terms set out in the Contractor's Proposal and Article 5 of this Contract, Article 5 of this Contract shall take precedence.

DRAFT

SCHEDULE 'D'

VAA'S REQUEST FOR PROPOSALS

DRAFT

SCHEDULE 'E'

CONTRACTOR'S PROPOSAL

Contractor's Proposal dated _____, 202__, is attached to and forms this Schedule 'E'.

In the case of a conflict or inconsistency between the Articles of Agreement and the Contractor's Proposal, the Articles of Agreement shall take precedence.

DRAFT

SCHEDULE 'F'

DRAWING (IF APPLICABLE)

DRAFT