



Request for Proposal

Subject: Terminal Expansion - Integrated Project Delivery Facilitator Services

VAA Project No. 6894

Victoria International Airport

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DEFINITIONS

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

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

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

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

“Big Room” is the facility established and maintained by the PMT at which all relevant activities of the PMT and PITs shall be carried out in a co-located fashion for the duration of the Project.

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

“Integrated Project Delivery (IPD)” means a collaborative project delivery approach in which the owner, designer(s), constructor(s), and other key participants work together from the early stages of a project through completion, with a shared focus on achieving agreed project objectives. IPD is characterized by early involvement of key participants, collaborative decision-making, aligned commercial interests, and a collective commitment to project performance.

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

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

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

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

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

“Target Value Design (TVD)” is a process that incorporates project values, cost, schedule, and constructability as the fundamental components of design criteria, and uses cost targets to drive innovation in design in order to provide the best value to the Owner within the established Base Target Cost, Final Target Cost, and Milestone Schedule, and other project objectives as agreed by the parties.

Target Value Design seeks to create additional value by identifying alternative systems, means, and methods to reduce capital expenditures and life-cycle costs; by analyzing and improving workflows; by enhancing constructability and functionality; by providing increased operational flexibility; and by reducing overall reimbursable costs, while maintaining or improving the quality and overall function of the Project.

“Time and Materials with Upset Limit” means a pricing arrangement under which the Consultant is compensated based on approved hourly rates and actual time expended, with all costs and expenses deemed to be included in those rates, subject to a maximum aggregate fee (the Upset Limit) established in advance, beyond which no additional amounts shall be payable unless expressly authorized in writing by the Authority.

1.0 OVERVIEW

1.1 VICTORIA INTERNATIONAL AIRPORT

- 1.1.1. Victoria, the provincial capital of British Columbia, is located on the southern tip of Vancouver Island off Canada's Pacific Coast and enjoys one of Canada's mildest climates. Almost half of Vancouver Island's population of 800,000 lives around Victoria and the southern end of Vancouver Island.
- 1.1.2. Victoria International Airport (YYJ) is a Class 2 Aerodrome, as defined by Transport Canada Regulations, based in the municipalities of the District of North Saanich and Town of Sidney, British Columbia (BC) and is approximately 25kms north of Victoria, BC's capital city.
- 1.1.3. YYJ is operated by Victoria Airport Authority (Authority), a not-for-profit corporation that manages the safe and secure operations of YYJ.
- 1.1.4. The Airport is primarily an O and D (Origin and Destination) airport, serving almost 1.9 million passengers in 2025. It is the third busiest airport (based on passengers) in British Columbia, after Vancouver and Kelowna and eleventh busiest in Canada.
- 1.1.5. 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.
- 1.1.6. Select Recognition and Awards:
 - (a) YYJ was chosen as the most efficient airport in the under 5 million passengers' category in the 2022 Global Airport Performance Benchmarking. This is the fourth time in the past 10 years YYJ has received this award, including 2014, 2016 and 2020.
 - (b) 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.
 - (c) YYJ was the recipient of ACI's (Airports Council International) Best Award for Airport Service Quality (ASQ) in 2012, 2014, 2020 and 2024, ranking first overall for airports in North America carrying up to 2 million passengers a year.

- (d) YYJ achieved Level 2 Airport Carbon Accreditation by the Airports Council International (ACI) in 2019.

1.2 PURPOSE OF RFP

- 1.2.1. The Authority is seeking a qualified firm to provide Integrated Project Delivery (IPD) facilitation services in support of its multi-year Terminal Expansion Program. This RFP invites experienced consulting firms with demonstrated expertise in Integrated Project Delivery to submit Proposals to guide, structure, and facilitate a high-performing IPD team throughout the planning, validation, design, and construction of the Authority's terminal expansion.

The Terminal Expansion Program represents a major redevelopment of the air terminal building, including a new Departures Pavilion, Western Expansion, extensive baggage handling system upgrades, new international arrivals processing, expanded holdrooms, concessions, offices, and significant associated civil works. The Program is forecast to be delivered over multiple phases and years and is expected to address the capacity constraints identified in the 2024 Capacity Analysis—most notably in check-in, pre-board screening, holdrooms, baggage make-up, baggage reclaim, Canada Border Services Agency (CBSA), and gate capacity.

Given the scale, complexity, and sequencing of this Program—including greenfield expansions, major interfaces with the existing terminal, and the requirement to maintain airport operations throughout—IPD has been selected as the preferred delivery model to enhance collaboration, reduce risk, promote innovation, and align all project partners around shared outcomes.

Through this RFP, the Authority seeks to engage an IPD Facilitator who will:

- (a) Lead and support the development of the IPD commercial and behavioural framework.
- (b) Facilitate team formation, goal setting, validation, and value-based decision-making.
- (c) Support the creation and stewardship of the project's validation phase, Target Value Design process, and risk-sharing mechanisms.
- (d) Promote a collaborative, transparent, and high-performing environment across all contracted partners and stakeholders.
- (e) Provide expertise and impartial guidance throughout the Program to help achieve cost, schedule, operational, and quality objectives.

The successful Proponent will bring deep experience in IPD delivery for large, complex infrastructure projects—ideally in an airport or similarly constrained operational

environment—and will play a key role in establishing the processes, behaviours, and governance necessary for successful Program execution.

1.2.2. Proponents must have a background that includes:

- (a) Service that exemplifies quality, professionalism, and a strong track record of successful facilitation on large capital programs;
- (b) A proven history of timely delivery of facilitation, validation, design-phase collaboration, and construction-phase support services under Integrated Project Delivery or other collaborative delivery models;
- (c) Completion of representative projects within complex, operational environments—preferably including airports or similarly constrained facilities—requiring careful interface management, stakeholder coordination, and continuity of operations;
- (d) Knowledge and experience related to design and construction processes, including a practical understanding of sequencing, logistics, risk management, and target value delivery within an IPD framework; and
- (e) A strong focus on detail, collaboration, and achieving positive project and team outcomes through structured facilitation, clear communication, and established best practices in IPD governance and behavioural frameworks.

1.3 INVITATION

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

1.4 KEY TARGET DATES

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

	Task	Date
A	Request for Proposals issued	January 7, 2026
B	Appendix A – <i>RFP Receipt Confirmation Form</i> submission deadline	January 20, 2026
C	Deadline for Questions	January 20, 2026
D	Question Response Deadline	January 27, 2026
E	RFP Close (at 3:00pm PST)	February 6, 2026
F	Award	February 27, 2026
G	Contract Commencement	March 5, 2026

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

1.5 ISSUING OFFICE / AUTHORITY'S AUTHORIZED REPRESENTATIVE

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

Attention: Alex Murray, Project Manager
Phone: (778) 678-9113
Email: alex.murray@yyj.ca

1.6 INQUIRIES

All inquiries and other communications relating to this RFP and any subsequent agreements are to be directed in writing only to the above-named person, who is the Authority's Authorized Representative. **INQUIRIES THAT ARE SUBMITTED THROUGH BC BID WILL NOT BE RESPONDED TO. ALL RFP COMMUNICATION WILL BE DONE THROUGH EMAIL WITH THE ABOVE-NAMED PERSON.**

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

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

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

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

Responses to this RFP are due February 6, no later than 3:00 pm local Pacific Time (PST/PDT).

2.2 PROPOSAL SUBMISSION DETAILS

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

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

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

1. **One (1) digital copy** by electronic transmission to:
sandy.godwin@yyj.ca and alex.murray@yyj.ca

SUBMISSIONS THROUGH BC BID WILL NOT BE ACCEPTED.

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

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

The Proponent must note in the email subject line that the Proposal is for "6894 Terminal Expansion IPD Facilitator RFP".

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

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

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

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

2.3 SITE TOUR

There will be no site tour.

2.4 PROPOSAL COSTS

This RFP does not obligate the Authority to pay any costs the Proponent may incur in the preparation of their Proposal. Costs and Expenses incurred by the Proponent such as travel expenses to YYJ by the Proponent for the purposes of field inspections, information gathering or presentations to VAA, will be at the sole cost of the Proponent. All costs and expenses with respect to the submission of a Proposal pursuant to this RFP shall be the

sole responsibility of the Proponent and the Authority assumes no liability whatsoever for any Proponent costs and expenses.

2.5 WITHDRAWAL OF PROPOSALS

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

2.6 ADDENDUM

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

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

The Authority will distribute addenda to Proponents, that have submitted an Appendix A-RFP Receipt Confirmation Form, via email. It is the Proponent's sole responsibility to ensure receipt of all addenda before to submitting their Proposal.

2.7 OMISSIONS AND DISCREPANCIES

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

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

2.8 PRESENTATION

The Authority may require the Proponent, at the Proponent's cost, to make an in-person oral presentation of its Proposal. Such presentation(s) will provide an opportunity for the Proponent to clarify its Proposal to ensure a thorough and mutual understanding of its benefits.

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.

2.9 INTERPRETATION

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

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

2.10 PARTNERING / STRATEGIC ALLIANCES

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

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

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

2.11 NO COLLUSION

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

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

2.12 DISCLOSURE OF INTEREST

The Proponent is required to fully disclose in its Proposal:

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

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

2.13 SELECTION PROCESS

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

In addition to Section 2.25 of this RFP - *Reserved Rights of the Authority*, the Authority further expressly reserves the right in its sole discretion to:

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

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

2.14 EVALUATION CRITERIA

The Authority will evaluate all Proposals in the following categories, looking for overall value and the most advantageous Proposal. Weighting for the evaluation is 30% for fee and 70% spread across the balance of criteria:

IPD Facilitation Expertise & Past Performance and Team Qualifications - Depth of experience leading IPD teams; success in delivering outcomes aligned with Target Value Design, risk reduction, cost management, and cultural alignment. Specific qualifications and experience of the proposed team leader and supporting team members (e.g., Lean/last planner/choosing by advantages), and relevant behavioural competencies. Project References	35%
Understanding of IPD Structures & Commercial Models - Ability to guide teams through multi-party agreements, validation, risk pools, incentives, and governance frameworks.	10%
Facilitation Methodology & Tools - Proposed approach for collaboration, conflict resolution, decision-making, Target Value Design facilitation, last planner system, collaborative decision making, and continuous improvement.	15%
Approach to Program Complexity & Airport Operations - Ability to support delivery in a live, constrained airport environment; sensitivity to operational continuity.	10%
Fee Proposal - Value, transparency, and alignment with proposed methodology.	30%

Interview/Workshop Evaluation (Optional, up to 20% additional points)

Proponents shortlisted after the initial evaluation may be invited to participate in:

- A behavioural interview focused on collaboration, conflict resolution, and facilitation style
- A 60–90 minute mock IPD workshop or decision-making session
- Demonstration of tools (e.g., Target Value Design facilitation, choosing by advantages, collaborative decision making)

2.15 WAIVER OF NON-COMPLIANCE

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

2.16 CONFIDENTIALITY

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

2.17 APPLICABLE LAW

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

2.18 COMPLIANCE WITH LAWS

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

2.19 NO LIABILITY

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

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

2.20 CONSENT TO INVESTIGATION

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

2.21 ALTERING DOCUMENTS

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

2.22 DISCLAIMER

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

2.23 WAIVER

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

2.24 OWNERSHIP

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

2.25 RESERVED RIGHTS OF THE AUTHORITY

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

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

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

The Authority will consider past performance of the Proponent on other agreements in terms of quality of work and compliance with terms and conditions of those agreements.

The Authority may also utilize other available resources to determine the Proponent's record of past performance.

3.0 SERVICE PROPOSAL

3.1 SCOPE OF WORK

The Authority is seeking a qualified firm to provide IPD facilitation services to support the planning, validation, design, and construction activities required for the Terminal Expansion Program. The scope described below outlines the minimum services expected; however, Proponents are encouraged to propose additional tasks, enhancements, or value-added services they deem beneficial to successful Program execution. Proponents shall also clearly identify any assumptions in their methodology.

The Facilitator is expected to lead collaborative processes and discussions, including Big Room sessions, throughout all relevant phases of the Program. This leadership includes guiding workshops, facilitating productive dialogue, supporting structured decision-making, and ensuring alignment with project values, Target Value Design objectives, and collaborative behaviours. In addition, the Facilitator is expected to support the Authority's Project Manager with selected administrative and coordination tasks related to facilitation activities, which may include meeting scheduling, preparation of agendas and workshop materials, documentation of decisions and action items, coordination of facilitation-related deliverables, and support for and participation in communications or presentations to the Authority's Board of Directors and Executive Team.

Operational Readiness and Airport Transfer (ORAT) is a critical component of the Terminal Expansion Program, which will be delivered in a live, operational airport environment. The Facilitator is expected to support the integration of ORAT principles and processes throughout the Project lifecycle—beginning in Validation and continuing through design, construction, commissioning, and transition—by facilitating early operational input, cross-stakeholder coordination, and alignment with IPD governance and sequencing. While the Authority anticipates retaining a dedicated ORAT specialist to lead ORAT planning and execution, the Facilitator's role is to ensure ORAT is appropriately embedded within the IPD process and effectively coordinated with project decision-making and delivery activities.

Services are organized into major project phases. For each phase, the Proponent shall describe their approach, level of effort, key personnel, tools, and deliverables, and shall demonstrate how their facilitation services will support collaboration, decision-making, risk reduction, Target Value Design, and overall IPD performance.

3.1.1 PHASE 1 – IPD PROCUREMENT AND COMMERCIAL ALIGNMENT

The Facilitator will support the Authority in establishing the commercial, behavioural, and structural foundations for Integrated Project Delivery. This includes assisting with the development and execution of procurement processes for selecting IPD team members. During this initial phase, the IPD Facilitator will provide advisory services, guidance, and recommendations to the Authority to help position the Project for success prior to commencing IPD team procurement. This work is intended to ensure that the Project is appropriately structured, aligned, and ready to proceed, including clarity on procurement

strategy, project phasing, commercial considerations, and the key components to be addressed during the Validation Phase.

Expected Services

Proponents shall describe their methodology and level of effort for services that may include, but are not limited to:

- 1) Review the current project concept, scope, and Class D cost estimate and provide guidance to the Authority on identifying an appropriate Owner's Target Value. The Proponent shall assume that a pre-validation phase is required to support early project alignment and readiness, and that key IPD team members may be required to be procured by the Authority to participate in this phase. The Facilitator shall support the Authority in this process, including providing advice and procurement support as noted below, sequencing, and alignment with IPD principles. Pre-validation activities may include value engineering, benchmarking, assessment of key risks and contingencies, evaluation of alignment between the project concept and desired outcomes, refinement of the proposed Owner's Target Value, and collaboration with the Authority's finance team to confirm funding availability and alignment with the defined Target Value, in advance of commencing the Validation Phase.
- 2) Prepare a procurement strategy for the selection of the IPD team, including recommendations on appropriate procurement methodologies, IPD Contract and sequencing. This shall include an evaluation of available IPD contracts with recommendation (CCDC 30, Hanson Bridgett, or bespoke), potential approaches such as waterfall, batched waterfall, or pre-assembled team procurement models, and guidance on the relative benefits, risks, and applicability of each approach for the Terminal Expansion Program. The Facilitator shall support the preparation of procurement documents for design and construction partners, including drafting RFPs using the Authority's templates, and developing content related to collaboration expectations, behavioural evaluation, and IPD-specific requirements.
- 3) Provide guidance on evaluation frameworks, including behavioural interview structures, team compatibility assessments, and collaborative capability evaluation criteria.
- 4) Advise on commercial content to be included in procurement documents, such as multiparty agreement considerations, risk/reward structures, shared contingency concepts, governance expectations, and validation-related deliverables. The Authority will engage legal representation to draft the contracts and supplemental general conditions. The Facilitator will advise and provide recommendations.

- 5) Assist in structuring the procurement sequence, including shortlisting processes, interview design, and evaluation methodology.
- 6) Participate as a non-voting advisor during evaluation activities, when requested by the Authority, to help ensure alignment with IPD principles and culture objectives.
- 7) Facilitate internal Authority alignment sessions to establish a shared understanding of IPD procurement goals and success criteria.
- 8) Prepare onboarding and communications materials to support external Proponents' understanding of collaborative delivery expectations.
- 9) Act as Payment Certifier throughout the Project.

Expected Deliverables / Outcomes

Deliverables may include, but are not limited to:

- 1) Owner's Target Value Recommendation Memo, documenting the outcomes of the pre-validation work, including the Facilitator's review of the project concept, scope, and Class D cost estimate; key assumptions; benchmarking; and risk considerations. The memo shall confirm and justify the recommended initial Owner's Target Value, informed by coordination with the Authority's finance team and any early-procured IPD team members, and shall be used to support subsequent procurement activities and Validation planning.
- 2) Recommended procurement plan for IPD team member selection
- 3) Draft RFPs and review comments related to IPD collaboration, commercial alignment, and behavioural evaluation
- 4) Behavioural evaluation tools (e.g., structured interview guides, scoring rubrics)
- 5) Summary of recommendations on commercial terms, multiparty agreement considerations, and risk/reward structures
- 6) Facilitation materials and summaries for internal procurement readiness workshops
- 7) Documentation supporting a consistent and transparent evaluation process

3.1.2 PHASE 2 – IPD TEAM FORMATION AND ONBOARDING

This phase focuses on building a high-performing collaborative team prior to validation.

Expected Services

- 1) Design and facilitate onboarding workshops for all contracted partners.
- 2) Establish team norms, behavioural charter, communication protocols, and conflict resolution strategies.

- 3) Facilitate development of governance structures, including Core Group, Leadership Team, and working groups.
- 4) Introduce and train teams and owner participants on Lean and collaborative tools (e.g., A3 development, choosing by advantages, last planner system, Target Value Design support).

Expected Deliverables / Outcomes

- 1) Project Values and Team Behavioural Charter
- 2) Governance and decision-making framework
- 3) Onboarding workshop materials and training
- 4) Shared expectations for participation, collaboration, and performance

3.1.3 PHASE 3 – VALIDATION PHASE FACILITATION

The IPD Facilitator plays a central role in structuring, guiding, and maintaining momentum during the Validation Phase.

Expected Services

- 1) Facilitate development of the Validation Plan, including schedule, workstreams, and deliverables.
- 2) Lead collaborative workshops to define current state, problem statements, value drivers, conditions of satisfaction, and performance goals.
- 3) Lead and facilitate Big Room sessions, ensuring collaborative discussion, structured decision-making, inclusive participation, and alignment with Validation objectives and Target Value Design processes.
- 4) Facilitate issue resolution, risk and opportunity reviews, and A3 problem-solving processes.
- 5) Support creation of the validation report.
- 6) Develop program/project communications strategy and development of a project stakeholder engagement plan that includes engagement with partners such as: airlines, vendors, parking contractor, CBSA, security, etc...) note that CBSA has their own statement of requirements, and engagement with CBSA is anticipated to be substantial.

Expected Deliverables / Outcomes

- 1) Completed Validation Plan
- 2) Documented conditions of satisfaction, value drivers, and KPIs
- 3) Structured Target Value Design processes and decision-making framework
- 4) Facilitated workshops, meeting summaries, and alignment documentation
- 5) Contributions to the validation report
- 6) Project Communications Plan
- 7) Support and recommendations for project stakeholder engagement plans

Progression to any post-Validation phases is contingent upon successful completion of the Validation Phase and receipt of approval from the Authority and its Board to proceed with implementation of the design and construction phases.

3.1.4 PHASE 4 – DESIGN PHASE FACILITATION

During design, the Facilitator ensures continued collaboration, alignment with target values, and effective interdisciplinary integration.

Expected Services

- 1) Facilitate design workshops, pull planning sessions, and major decision-making forums.
- 2) Lead and facilitate Big Room activities, including design coordination sessions, cross-disciplinary issue resolution discussions, and collaborative workflows supporting Target Value Design
- 3) Support alignment with cost, schedule, and performance targets established in validation
- 4) Provide guidance on team behaviours, communication, and collaborative processes.
- 5) Facilitate A3 development for key design issues.
- 6) Support integration of sustainability, operational continuity, and sequencing considerations.

Expected Deliverables / Outcomes

- 1) Documented workshop outcomes and decision logs
- 2) Regular team health assessments and recommended improvements
- 3) A3 analyses for major design decisions
- 4) Ongoing alignment with Target Value Design parameters

3.1.5 PHASE 5 – CONSTRUCTION PHASE FACILITATION

The Facilitator supports team integration, problem solving, and continuous learning during construction.

Expected Services

- 1) Facilitate construction kickoff sessions and ongoing coordination workshops.
- 2) Support last planner system (LPS) and other Lean planning tools.
- 3) Lead and facilitate Big Room activities during construction, including coordination sessions, issue-resolution discussions, and collaborative problem-solving forums to maintain alignment with Target Value Design and overall project objectives
- 4) Monitor team health, behaviours, and collaborative performance.

- 5) Facilitate resolution of conflicts, risks, and design-construction interface issues.
- 6) Support continuous improvement and lessons learned tracking.

Expected Deliverables / Outcomes

- 1) Construction-phase facilitation materials and workshop outputs
- 2) Team performance assessments and improvement plans
- 3) Documented issue resolution processes
- 4) Contributions to lessons learned and close-out documentation

3.1.6 PHASE 6 – PROGRAM CLOSE-OUT AND POST-OCCUPANCY SUPPORT**Expected Services**

- 1) Facilitate close-out workshops and post-occupancy reviews.
- 2) Consolidate lessons learned and performance evaluations.
- 3) Support refinement of IPD frameworks for future Authority projects.

Expected Deliverables / Outcomes

- 1) Lessons learned summary
- 2) Collaborative performance report
- 3) Recommendations for future IPD initiatives

3.1.7 PROPONENT-DEFINED SCOPE ENHANCEMENTS**Proponents shall:**

- 1) Clearly describe any additional services or innovative approaches they propose.
- 2) Identify assumptions in their scope.
- 3) Provide a phase-by-phase level of effort, including staffing, estimated hours, and involvement of key personnel.
- 4) Demonstrate how their proposed scope enhances collaboration, reduces risk, and supports optimal IPD outcomes.

3.2 PROJECT SCHEDULE

The Terminal Expansion Program is a large, multi-phase redevelopment initiative that includes the construction of a new Departures Pavilion, a significant Western Expansion, associated civil works, baggage handling system upgrades, and renovations to portions of the existing terminal building. The overall duration of the Program will be determined through the IPD Validation Phase once the full scope, sequencing requirements, and constraints have been collaboratively assessed by the IPD Team.

At this time, the Authority anticipates that the Program will span multiple years and include a combination of enabling works, building expansions, major system integrations, operational interfaces, and phased construction activities. Early conceptual planning has identified a potential delivery horizon extending over several years,

recognizing the need to maintain full airport operations throughout construction and to execute the work in logical, manageable phases.

The specific duration, sequencing, and milestones for the Program will be confirmed during the Validation Phase, when the IPD Team jointly develops:

- The detailed project schedule
- Phase-by-phase work plans
- Operational interface strategies
- Construction sequencing and constraints analysis
- Target Value Design alignment with cost, schedule, and performance objectives

The Authority expects the Facilitator to support the IPD Team in establishing a realistic, achievable, and collaboratively developed schedule during Validation, and to help maintain alignment with that schedule throughout design and construction.

This schedule information is provided solely for context and should not be interpreted as a commitment to a defined project duration. Proponents should base their proposals on the phased scope of services described in this RFP and provide assumptions regarding their proposed level of effort in each phase.

3.3 **FORMAT OF PROPOSAL**

Proponents shall submit a Service Proposal that clearly demonstrates their qualifications, experience, and approach to providing IPD facilitation services for the Terminal Expansion Program. The Proposal should be concise, well organized, and focused on information relevant to the Authority's evaluation.

At a minimum, the Service Proposal shall include the following components:

Title Page: Showing RFP number, closing date and time, Proponent name, address, telephone number, e-mail address, and contact person.

Letter of Introduction: One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP.

Table of Contents:
Identify each section with page numbers.

Section 1 – Executive Summary:

A brief overview of the Proponent's understanding of the Project, their overall approach to IPD facilitation, and the key attributes that distinguish their Proposal.

Section 2 – Project Firm Qualifications:

Information describing the Proponent's firm, including:

1. Corporate background and experience relevant to IPD facilitation
2. Experience delivering IPD or comparable collaborative delivery services on complex infrastructure projects
3. Demonstrated experience supporting projects through procurement, validation, design, and construction phases
4. Experience working in operational or constrained environments, such as airports or similar facilities

Section 3 – Project Staff Qualifications:

Submit thorough details enabling the assessment of each key person's capability to successfully execute the scope of services. Changes to key staff must have written approval from the Authority, which reserves the right to request reasonable adjustments to key personnel based on project needs.

1. Provide a comprehensive organizational chart identifying key personnel proposed for services under this RFP. Define their roles and qualifications for effective performance, including identification of the proposed Lead IPD Facilitator. Clearly outline project-specific roles versus corporate responsibilities. Specify other senior, intermediate, and junior staff actively contributing to the project and explicitly named in the fee structure.
2. Attach résumés (limited to two (2) pages each) emphasizing relevant experience and qualifications, including experience facilitating collaborative delivery models, IPD or similar frameworks, and working with multi-disciplinary teams in complex project environments.
3. State the current workload for each key member and comment on their flexibility and availability to contribute to the Authority's project throughout the anticipated duration of the Program, including the ability to provide continuity of key personnel across multiple project phases.
4. Identify relevant certifications, training, or professional designations held by key personnel that are applicable to IPD facilitation, such as lean, last planner system, choosing by advantages, or comparable collaborative delivery training.
5. Describe the proposed role of the Lead IPD Facilitator and how that role interfaces with the Authority, the IPD Team, and other project participants.

Section 4 – Relevant Project Experiences and References:

Proponents shall provide descriptions of representative projects that demonstrate experience relevant to the services described in this RFP. Experience should include, where applicable:

- Integrated Project Delivery or other collaborative delivery models
 - Target Value Design and cost management
-

- Team facilitation, behavioural alignment, and conflict resolution
- Multi-party agreements or comparable collaborative commercial structures

Proponents shall identify a minimum of three (3) projects completed within the past ten (10) years in which the proposed Lead IPD Facilitator played a significant role. For each project, provide the following information:

- 1) Project name and location
- 2) Project date and duration
- 3) Concise project description
- 4) Construction cost or project value
- 5) Identification of company personnel involved, including the role of the Lead IPD Facilitator
- 6) Client/owner reference information, including contact name, email address, and telephone number

The Authority reserves the right to independently verify references, including through internal records, reference checks, and recollections of past performance.

Section 5 – Facilitation Methodology and IPD Expertise:

Proponents shall describe their facilitation methodology and demonstrate their expertise in Integrated Project Delivery and collaborative delivery models. This section should provide sufficient information to allow the Authority to assess the Proponent's ability to effectively lead collaborative processes throughout the Program.

At a minimum, Proponents shall address the following:

- Overall facilitation philosophy and approach to leading collaborative teams
- Experience facilitating IPD teams through procurement, validation, design, and construction phases
- Understanding of IPD commercial frameworks, including multi-party agreements, governance structures, risk and reward mechanisms, and validation processes
- Familiarity with and application of facilitation tools and techniques commonly used in IPD environments (e.g., Target Value Design, A3 development, choosing by advantages, last planner system, collaborative decision-making and conflict resolution techniques)
- Approach to establishing and maintaining collaborative behaviours, trust, and team alignment over the life of a multi-year program

The Proponent should clearly demonstrate how their methodology supports effective decision-making, risk reduction, cost and schedule alignment, and positive team outcomes.

Section 6 – Approach to Delivering the Scope of Services:

Proponents shall describe, at a high level, their approach to delivering the services described in this RFP. This section should demonstrate the Proponent's ability to meet the Authority's requirements while allowing flexibility in how services are structured and delivered.

At a minimum, Proponents shall address the following:

- How the Proponent proposes to support the Authority across the various phases of the Program
- The anticipated role of the Lead IPD Facilitator and supporting team members throughout the Program
- How the Proponent will scale or adapt facilitation services as the Program evolves
- Key assumptions related to scope, level of effort, Authority participation, and availability of project participants
- Any proposed enhancements, value-added services, or alternative approaches that may benefit the Program

This section should clearly demonstrate how the Proponent's approach aligns with the Authority's objectives while supporting flexibility, collaboration, and successful IPD outcomes.

Section 7 – Financial Proposal:

Proponents shall submit a Financial Proposal that clearly describes their proposed commercial approach for delivering the services described in this RFP. The Financial Proposal shall be transparent, complete, and aligned with the Proponent's proposed methodology, level of effort, and resourcing approach.

The Authority anticipates a hybrid fee structure, recognizing that the level of effort and service requirements will vary by phase and will be refined through the Validation Phase. Proponents are encouraged to propose a fee structure that provides flexibility while maintaining cost predictability and value for the Authority.

Fee Basis and Assumptions

The Authority recognizes that the scope and cadence of IPD facilitation services—particularly in early phases—will be refined during the Validation Phase. Proponents shall therefore base their pricing on reasonable assumptions regarding meeting frequency, Big Room participation, preparation time, and Authority participation, and shall clearly identify those assumptions in their submission.

Facilitation services are expected to be provided on a time-and-materials basis with upset limits where uncertainty is highest, with a transition to fixed fees or other agreed arrangements once the scope and cadence of services are validated. The Authority reserves the right to adjust fee structures following Validation to reflect the validated scope.

The Authority acknowledges that the duration and intensity of the Validation Phase cannot be fully defined in advance and will be influenced by the complexity of issues identified, team alignment, and decision-making requirements. Accordingly, the Validation Phase is expected to be delivered on a time-and-materials basis with defined upset limits, structured to provide both flexibility and cost control.

For the Validation Phase, Proponents shall propose maximum weekly and maximum monthly upset limits, which will be used to manage and control the rate of expenditure during Validation while allowing the work to proceed without requiring a fixed duration. These upset limits are intended to establish a clear ceiling on spend over defined time periods and will form part of the Authority's evaluation of the proposed commercial approach and overall value.

All travel and disbursement costs shall be deemed included in the Proponent's proposed fees and hourly rates. No additional reimbursement for travel or disbursements will be provided.

Minimum Financial Proposal Requirements

At a minimum, the Financial Proposal shall include the following:

- A description of the proposed fee structure for each phase based on the Phase-Based Fee Structure in Table 1.
- Identification of which phases are proposed as time-and-materials and which as fixed-fee or capped arrangements
- Hourly rates and baseline rate structures for all personnel, including the Lead IPD Facilitator and support team members.
- Provide maximum monthly and weekly upset limits to be used in the Validation Phase.
- A summary of proposed fees by phase, including key assumptions related to level of effort and meeting cadence
- Identification of any assumptions, or optional services

Detailed rate tables and fee breakdowns shall be provided in accordance with the following Indicative Phase-Based Fee Structure in Table 1:

Proponents shall summarize their proposed fees in a format that aligns with the fee structure shown in Table 1 – Fee Structure.

Table 1 – Fee Structure	
Phase	Fee Structure
Phase 1 – Procurement & Commercial Alignment	Time and Materials with Upset Limit
Phase 2 – Team Formation & Onboarding	Time and Materials with Upset Limit
Phase 3 – Validation	Time and Materials based on Weekly and Monthly Upset Limits
Phase 4 – Design Phase 5 – Construction Phase 6 – Close-Out	Fixed Fee – based on submitted rates and to be negotiated at completion of validation

In addition to the base case fee structure, Proponents may propose an alternative fee structure for the Authority's consideration. For evaluation purposes, however, fees will be assessed solely on the base case fee structure set out in Table 1.

PLEASE SUBMIT THE TABLE(S) IN PDF AND EXCEL FILE FORMATS.

Hourly Rates

Proponents shall submit comprehensive hourly rate table(s) for all personnel anticipated to perform the services. Clearly identify the personnel, titles and the roles that will serve during the project. Hourly rates shall be fully inclusive, including base wages, vacation, statutory holidays (where applicable), fringe benefits, overhead, profit, fixed costs (if applicable), and all other operating and administrative costs, excluding applicable taxes.

Hourly rate table(s) shall be submitted in both PDF and Excel formats and shall represent the estimated final cost to the Authority for the proposed services.

Weekly and Monthly Rate Tables must be provided to support the fee structure required for Phase 3 – Validation Phase.

Travel and Disbursements

All travel and disbursement costs associated with the provision of the services shall be deemed to be included in the Proponent's proposed hourly rates and fees. No additional reimbursement for travel or disbursements will be provided by the Authority.

Proponents are responsible for incorporating any anticipated travel requirements into their pricing assumptions, including attendance at meetings, Big Room sessions, workshops, or other in-person activities. Given the anticipated duration of the Program and the expectation for regular in-person participation, the Authority prefers Proponents who can demonstrate a local presence or delivery approach that minimizes travel-related costs.

4.0 CONTRACT INFORMATION

4.1 NEGOTIATIONS

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

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

The process may be repeated as often as necessary.

4.2 REJECT AND RE-NEGOTIATE

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

4.3 NO CONTRACTUAL OBLIGATION

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

4.4 CONTRACT OFFER

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

4.5 FORM OF CONTRACT

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

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

4.6 PROPOSAL AS PART OF CONTRACT

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

4.7 INSURANCE

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

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

5.0 APPENDICES

5.1 APPENDIX A - RFP RECEIPT CONFIRMATION FORM

To receive any further distributed information about this Request for Proposal, Proponents must complete this form and email it before end of day on January 20, 2026, to:

Alex Murray – Project Manager alex.murray@yyj.ca

and

Sandy Godwin – Director, Planning and Engineering sandy.godwin@yyj.ca

COMPANY NAME: _____

STREET ADDRESS: _____

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

MAILING ADDRESS (IF DIFFERENT THAN ABOVE):

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

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

SITE TOUR: Not Applicable.

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

☐

Courier Collect

Courier Name and Account No.: _____

☐

E-mail (default if no box checked)

☐

Pick up at Airport Administration Office

5.2 APPENDIX B - PROPONENT'S INFORMATION

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

1. Submitted to: Victoria Airport Authority

201-1640 Electra Blvd.
Sidney, BC V8L 5V4
Attention: Sandy Godwin, Director of Planning and Engineering
sandy.godwn@yyj.ca

2. Submitted by:

Company Name (full legal name): _____

Name and Title of Contact Person: _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____

Website: _____

3. Legal Structure of Company:

Year Established: _____ Joint Venture: _____ Corporation: _____ Partnership: _____

Registered: _____ Sole Proprietor: _____ Other: _____

Names and Titles of Officers, Partners, Principal:

Name:	Title:
_____	_____
_____	_____
_____	_____
_____	_____

4. Corporate Details:

Total Annual Sales: _____

Total Number of Employees: _____

Location of Corporate Headquarters: _____

Location of Closest Office to Airport: _____

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

(a) Facility and Location: _____
Description: _____

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

(b) Facility and Location: _____
Description: _____

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

(c) Facility and Location: _____
Description: _____

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

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

Name: _____ Title/Position: _____

Related Contracts (from above): _____

5.3 APPENDIX C - PROPONENT'S SUBMISSION CHECKLIST

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

Documents to be Submitted	Due Date	Included?
Appendix A - Receipt Confirmation Form	January 20, 2026	<input type="checkbox"/>
Completed Proposal	February 6, 2026	<input type="checkbox"/>
Appendix B - Proponent's Information	February 6, 2026	<input type="checkbox"/>
Appendix C – Proponent's Submission Checklist	February 6, 2026	<input type="checkbox"/>
Appendix D – Proponent's Declaration	February 6, 2026	<input type="checkbox"/>

5.4 APPENDIX D - PROPONENT'S DECLARATION

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

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

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

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

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

EXECUTED THIS _____ DAY OF _____, 2026 AT _____ IN THE PROVINCE OF
BRITISH COLUMBIA.

LEGAL SEAL OF CORPORATION (IF REQUIRED)

WITNESS SIGNATURE

WITNESS NAME

ADDRESS

CITY, PROVINCE, POSTAL CODE

PROPONENT AUTHORIZED SIGNATURE

NAME OF PROPONENT SIGNING OFFICER

LEGAL NAME OF PROPONENT

ADDRESS OF PROPONENT

CITY, PROVINCE, POSTAL CODE

CONTACT TELEPHONE NUMBER

CONTACT FAX NUMBER

E-MAIL ADDRESS

5.5 APPENDIX E – FORM OF CONTRACT



Professional Services Contract
– Short Form –

Contract No: VAA-CO-202_-__

Date of Contract: ____ day of _____, 20__

Title: [INSERT DESCRIPTION OF SERVICE]

Between:

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

and

(the “**Consultant**”)

Contact:

Contact:

Phone #: (250) 953-7500

Phone #:

Fax #: (250) 953-7509

Fax #:

Email:

Email:

TERMS AND CONDITIONS

The parties hereto agree as follows:

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

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

Consultant’s Proposal: means the Consultant’s response, dated _____, 20__, to the RFP, a copy of which Proposal is annexed to and forms an integral part of this Contract at Schedule “A” – *Statement of Services*.

Contract:	means the undertakings imposed by the parties to perform their respective duties, responsibilities and obligations as set forth in this Contract including Schedules "A", "B", and "C", and any ancillary documents attached thereto.
Fees & Expenses:	Fees and Expenses are as set out in Schedule "B" – <i>Statement of Fees</i> attached hereto. Any approved Expenses or Disbursements will be charged at cost.
His Majesty:	His Majesty the King, in Right of Canada, represented by the Minister of Transport and all His successors and assigns.
Intellectual Property:	means inventions, designs, discoveries, creations, developments, programs, software, algorithms, schematics, codes, drawings, sketches, plans, works, specifications, compilations of information, analysis, experiments, data, formulae, compounds, chemicals, methods, processes, procedures, techniques, equipment, prototypes, samples, tools, materials, and other technical information, technical data, and technology.
RFP:	means the Authority's Request for Proposals issued the ____ day of _____ 20__ requesting proposals from qualified Consultants for the _____, a copy of which RFP is annexed to and forms an integral part of this Contract at Schedule "A" – <i>Statement of Services</i> .
Services:	means the _____ to be done, delivered, and performed by the Consultant and any Sub-Contractors as described in Schedule "A" and all ancillary documents attached thereto.
Sub-Contractor	any registered/licensed professional engaged by the Consultant in connection with this Contract according to the Consultant's Proposal or otherwise with the Authority's prior written consent.
Term:	is that period commencing the _____, 20__ and expiring upon completion and delivery of the Services, which shall be on or before _____, 20__ (the "Term").
Work Product:	means the Deliverables and all other documentation, reports, data, brochures, specifications, drawing, diagrams and manuals developed, prepared or produced by the Consultant or any Subcontractor, provided in a time, manner and form as stipulated by the Authority in connection with the provision of the Services under this Contract.

2. The Consultant represents and warrants to the Authority that the Consultant has the necessary qualifications including knowledge, skills, expertise and experience necessary to perform and complete the Services in accordance with this Contract and in a competent, diligent, and professional manner. The Consultant hereby agrees to perform and complete the Services in accordance with this Contract and in a competent, diligent, and efficient manner to the full satisfaction of the Authority.
3. In performing the Services, the Consultant will use only personnel, employees or Sub-Contractors identified in the Consultant's Proposal or otherwise approved by the Authority, in writing, who have the requisite professional qualifications, skill, and experience to enable the Consultant to competently provide the Services in accordance with this Contract.
4. In carrying out its obligations under this Contract, the Consultant, including any Sub-Contractor, shall at all times, be an independent Consultant and not an employee or agent of the Authority, and the scope of the Consultant's duties in respect of this Contract are limited to those expressly set out in Schedule "A".
5. Each month, or at the time intervals set out in Schedule "B" – *Statement of Fees*, the Consultant will submit an invoice to the Authority containing the following information:
 - a) amount of Fees charged by the Consultant, setting out the dates and hours during which the Services were rendered by each person including the equipment used in performing the Services, provided that in no event will the amount of Fees charged by the Consultant under this Contract exceed the maximum amount set out in Schedule "B" – *Statement of Fees*;
 - b) amount of any expenses which are preapproved by the Authority and claimed by the Consultant, attaching receipts or vouchers for each expense claimed; and
 - c) the amount of Goods and Services Tax "GST" charged and the Consultant's GST registration number.
6. Subject to verification by the Authority of the amount of the Fees and Expenses, the Authority will pay the amount of approved Fees and Expenses within thirty (30) days of the receipt of the invoice described in Clause 5.
7. The Consultant, its employees or personnel and any Sub-Contractor, will treat as strictly confidential all Intellectual Property, and any information contained in the Intellectual Property, which is provided to or obtained by the Consultant as a result of this Contract or in the performance of any Services, whether or not such Intellectual Property is provided by the Authority. The Consultant, its employees or personnel and any Sub-Contractor, further agrees not to publish, release, or disclose any Work Product, Intellectual Property, or other information to any third party at any time during or after the Term. Originals and copies of all Intellectual Property must be returned to the Authority upon the

earlier of termination of this Contract or at the request of the Authority, other than those required to be kept by Consultant in Consultant's professional capacity.

8. The Consultant provides herewith an irrevocable non-expiring royalty-free license to the Authority and His Majesty for any copyright of the Work Product and inventions produced by the Consultant in connection with this Contract and the Services provided and that such Work Product and inventions shall be used by the Authority and His Majesty, at any time, for any purpose or purposes related to this Contract and the Services provided herein without further consent of the Consultant or further payment by the Authority or His Majesty to the Consultant. The Consultant further agrees to execute any documents or do any acts, which the Authority may reasonably require to perfect such license.
9. The Consultant shall indemnify and hold harmless His Majesty from costs in connection with the preparation of the Work Product and inventions in connection with this Contract and the Services provided herein.
10. Prior to the end of the Term, the Authority may terminate this Contract by written notice to take effect immediately upon receipt of it by the Consultant if:
 - a) the Consultant breaches any of its obligations under this Contract;
 - b) the Consultant becomes insolvent, bankrupt or has a receiver appointed or makes any proposal under the *Bankruptcy Act*; or
 - c) the Consultant comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Contract.

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

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

- b) Commercial general liability insurance (including bodily injury, death and property damage) in the amount of not less than Five Million (\$5,000,000) Dollars per occurrence. Such insurance shall be in the name of the Consultant (or Sub-Contractor) and shall include the following: (a) provide for the Authority as an additional insured with thirty (30) days prior written notice of any cancellation to the Authority; and, (b) remain in force from the date of execution of this Contract and for two (2) years after the date of substantial performance of the Services
- c) "All Risk" equipment insurance for full replacement cost/actual value covering owned and non-owned mobile equipment, property & construction or testing tools and machinery and equipment used by the Consultant under this Contract and in the performance of the Services.
- d) automobile insurance with respect to owned and non-owned automobiles which are used directly or indirectly for this Contract and in the performance of the Services, covering liability for bodily injury, death and damage to property in an amount of not less than Five Million (\$5,000,000) Dollars per occurrence.

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

- 13. The Consultant and any Sub-Contractor assumes all risks incidental to its performance of this Contract and shall indemnify and hold harmless the Authority, its directors, officers, employees, agents, successors, assigns, and His Majesty from any and all claims, damages, losses, expenses and demands by reason of any loss, bodily injury or damage to person or property resulting from the fault or negligence of the Consultant, its directors, officers, employees, agents or Sub-Contractors in the performance or non-performance of any of their obligations under this Contract.
- 14. Prior to commencement of the Services and upon the placement, renewal, amendment or extension of all or any part of the above insurance, the Consultant shall promptly provide the Authority with confirmation of coverage and, if required, a certified true copy of the policy certified by an authorized representative of the Insurer together with copies of any amending endorsements. All insurance and policies shall be with insurers approved and in a form acceptable to the Authority.

15. WORKERS' COMPENSATION

- a) It is the Consultant's responsibility to determine if coverage is required under the *Workers' Compensation Act of British Columbia*, R.S.B.C. 1996 c 492, as amended, (or any replacement statute). The Consultant unconditionally guarantees to the Authority full compliance with the conditions, regulations and laws relating to Workers' Compensation by the Consultant.

- b) Any penalties, fines, financial assessments and the like resulting from any failure on the part of the Consultant to comply with the provisions of the *Workers' Compensation Act* will be paid by the Consultant when due. The Consultant agrees to indemnify and save harmless the Authority and Her Majesty with respect thereto.
16. The Authority shall provide for and maintain Airport Operators Liability Insurance coverage on a per occurrence basis, covering legal liability for bodily injury, personal injury, death, and damage to property arising out of the operations of the Authority. Subject to policy deductibles which shall be paid by the party found to be at fault with respect to any claim or claims.
17. The Consultant shall not assign, sub-contract or transfer any part of this Contract without the prior written consent of the Authority, which consent may be arbitrarily withheld. In the event of an assignment, sub-contract or transfer of any part of this Contract, the Consultant shall preserve and protect the rights of the Authority and His Majesty under this Contract and the performance of the Services and shall incorporate the terms and conditions of this Contract into any assignment, transfer or sub-contract. The Consultant shall remain liable to the Authority for acts and omissions of any Sub-Contractor.
18. This Contract constitutes all of the agreements between the Consultant and the Authority and supersedes all prior written or oral agreements, representations, negotiations, and discussions between the parties, unless otherwise attached hereto and forming an integral part of this Contract. No modification of this Contract will have any effect unless the modification is in writing and signed by both the Consultant and the Authority.
19. This Contract will be governed in accordance with the laws of British Columbia and the laws of Canada. The Consultant will perform its obligations under this Contract in compliance with all statutes, by-laws, regulations or other laws in force in British Columbia during the Term.
20. If any provision in this Contract is found to be invalid or unenforceable, that provision shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.
21. The Consultant acknowledges that it has been informed and confirms its understanding of the policy statement adopted by the Authority with respect to conflict of interest, and covenants and agrees that strict compliance with the policy by the Consultant and its employees is a fundamental condition to this Contract, and any breach thereof shall entitle the Authority, at its sole discretion, to terminate this Contract, whereupon:
- a) the Consultant shall reimburse the Authority for any loss which it incurs as a result of the termination, and
 - b) the Consultant waives any right of recourse or claim for compensation arising from such

termination.

22. No waiver by the Authority of any breach by the Consultant of any provision of the Contract shall be a waiver of any subsequent breach. No forbearance by the Authority to seek a remedy for any breach by the Consultant shall be a waiver of any rights and remedies with respect to the breach or any subsequent breach.
23. Any notice which either party may desire or be required to give the other may be delivered by hand or may be sent by facsimile or prepaid mail to the address marked to the attention of the Contact. Such notice shall be deemed to have been given upon the date of delivery of the notice for the third business day following the mailing of the notice by prepaid mail, as the case may be.
24. This Contract shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

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

Victoria Airport Authority

and

[Consultant Name]

Elizabeth M. Brown
President and CEO

Name:
Title:

Schedule "A"

Statement of Services

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

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

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

Schedule “B”

Statement of Fees

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

In the case of a conflict or inconsistency between the terms set out in the Contract’s Terms and Conditions and the Consultant’s Proposal, the Contract’s Terms and Conditions shall prevail.