

GREATER MONCTON
ROMÉO LEBLANC
INTERNATIONAL AIRPORT



AÉROPORT INTERNATIONAL
ROMÉO-LEBLANC
DU GRAND MONCTON

GREATER MONCTON ROMÉO LEBLANC INTERNATIONAL AIRPORT(YQM)

REQUEST FOR PROPOSALS

September 11, 2017

RFP#: YQM – 2017-001

Development of 2018-2038 YQM Master Plan

ALL INQUIRIES MUST BE SUBMITTED IN WRITING TO THE DESIGNATED
REPRESENTATIVE IDENTIFIED IN THE RFP INSTRUCTIONS

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Greater Moncton Roméo LeBlanc International Airport

RFP Number

YQM – 2017 - 001

Development of 2018-2038 YQM Master Plan

RFP INSTRUCTIONS

**ALL INQUIRIES MUST BE SUBMITTED IN WRITING TO
THE DESIGNATED REPRESENTATIVE IDENTIFIED IN
THESE RFP INSTRUCTIONS.**

**THE DOCUMENTS PROVIDED BY THE YQM UNDER THIS RFP ARE,
WHERE INDICATED, CONFIDENTIAL.**

**By agreeing to receive those documents from the GMIAA, proponent agrees to be bound
by the confidentiality provisions set out in Article 4 of these RFP Instructions.**

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ARTICLE 1 INTRODUCTION

1.1 Executive Summary

- (a) *Vantage Airport Group*: Vantage Airport Group (“**Vantage**”) is responsible for the development and maintenance of airport infrastructure, oversees the 24/7 day-to-day operations at nine airports and delivers a high-service, low-cost business model.

For more information about Vantage, please go to:

www.vantageairportgroup.com

- (b) Greater Moncton Roméo LeBlanc International Airport (YQM) is inviting proposals for the development of a 2018 to 2038 YQM Master Plan for YQM. The successful Proponent will be responsible to develop, implement and carry out a plan of services that adheres to prescribed regulations, while providing the highest level of services and desired deliverable for YQM.
- (c) The Greater Moncton Roméo LeBlanc International Airport has approximately 579,000 square metres of aerodrome movement area. It is located in the municipality of Dieppe New Brunswick. It is operated by the Greater Moncton International Airport Authority Inc (GMIAA) under a 60 year ground lease with Transport Canada.

1.2 Key Information.

The information set out in Table 1 is an integral part of this RFP.

| Table 1: Key Information | | | |
|--------------------------|----------------------------------|--|------------------------------------|
| Item No. | Item | Description | |
| 1. | RFP Name | 2018-2038 YQM Master Plan | |
| 2. | RFP Number | YQM -2017 - 001 | |
| 3. | Closing Date | October 6, 2017 | |
| 4. | Deadline for Questions | September 29, 2017 | |
| 5. | Validity End Date | December 15, 2017 | |
| 6. | Contract Start Date | Upon Award – Oct to Dec 2017 | |
| 7. | Contract Term | Completion by June 2018 | |
| 8. | Electronic Tendering Site | Not applicable | |
| 9. | Number of Copies | Type – Print or USB Chip Electronic | Number Three (3) One (1) |
| 10. | Sub-Contracting | | |
| | <i>Substantial Elements</i> | N | <i>Specialised Elements Only</i> N |
| 11. | Designated Representative | | |
| | <i>Name</i> | Vincent Martin | |
| | <i>Title</i> | Senior Manager Engineering and Operations | |

| Table 1: Key Information | | |
|---------------------------------|-------------------------|--|
| | <i>Delivery Address</i> | Greater Moncton International Airport 777 Aviation Avenue, Unit 12, Dieppe, NB E1A 7Z5 |
| | <i>Telephone</i> | (506) 856-5438 |
| | <i>E-Mail</i> | vmartin@cyqm.ca |

| | | |
|------------|---|--|
| 12. | Meeting / Key Dates | |
| | RFP Issue Date | September 11, 2017 |
| | Component A — Receipt Confirmation Form | September 22, 2017 |
| | Confirmation of Intent to Bid | September 29, 2017 |
| | Deadline for Questions | September 29, 2017 |
| | RFP Closing Date | October 6, 2017 |
| | Proponent Presentations, if required (Tentative — by invitation only) | Week of October 16 or 30, 2017 |
| | Contract Award Date | Between October 20 and December 15, 2017 |
| | Contract Commencement Date | Upon contract award |

ARTICLE 2 DEFINITIONS & INTERPRETATION

2.1 Definitions.

In these RFP Instructions:

- (a) **"Affiliates"** means any of:
- (i) an **"affiliate"** as that term is defined in the *Canada Business Corporations Act* (Canada);
 - (ii) a corporation, sole proprietorship, partnership or other business under the direct or indirect Control of Proponent or any combination of a **"Principal"** (the person or persons who either alone or together exercises actual or effective Control over a corporation or other business entity, as the case may be) of Proponent and the spouse or child of the Principal of Proponent; or
 - (iii) any partner, joint venture associate or other person acting in concert with Proponent for the purpose of this RFP;
- (b) **"Airport"** means Greater Moncton Roméo LeBlanc International Airport and ascribed the call letters "YQM";
- (c) **"GMIAA"** means Greater Moncton LeBlanc International Airport Authority;
- (d) **"Amendment"** means a document issued per Section 3.3 **[Amendments to RFP]**

- (e) **“Atlantic Time”** means Atlantic Standard Time, as applicable on the date in question;
- (f) **"Contract"** means the contract or contracts, if any, entered into between the YQM and one or more Preferred Proponents under this RFP for the provision of the Deliverables;
- (g) **"Closing"** means the time and date set out in Item No. 3 **[Closing]** in Table 1 **[Key Information]**;
- (h) **"Confidential Information"** means information that:
 - (i) has been created, discovered or developed by or for a Party, or that is in the possession of a Party;
 - (ii) is of value to that Party;
 - (iii) is not generally known by others than that Party's personnel; and
 - (iv) is marked **"Confidential"**.

"Confidential Information" includes the pricing and commercial terms of Proponent's Proposal;

- (i) **"Control"** means the ability of one person alone, or several persons together, to directly or indirectly:
 - (i) in the case of a corporation, elect or appoint a majority of the board of directors or other persons who have the right to manage or supervise the management of the affairs and business of the corporation; or
 - (ii) for any other business entity, exercise actual or effective control of the management of the affairs and business of that business entity;
- (j) **"Deliverables"** means the activities and deliverables contained in the in the Specifications and Scope set out in Component B and its attachments, and any Amendments to Component B, as modified by Sub-Section 7.6(b) **[Response to Request for Clarification]**;
- (k) **"Designated Representative"** means the individual identified in Item No. 11 in Table 1 **[Key Information]**;
- (l) **"Electronic Tendering Site"** means the electronic tendering site, if any, indicated in Item No. 8 in Table 1 **[Key Information]**
- (m) **"Eastern Time"** means Eastern Standard Time, as applicable on the date in question;
- (n) **"Evaluation Criteria"** means the criteria set out in Component E **[Evaluation Criteria]**;

- (o) **"Form of Agreement"** means the Contract attached to these RFP Instructions as Component D;
- (p) **"Meeting"** means a meeting hosted by the Client Authority on a Meeting Date;
- (q) **"Meeting Date"** means the date(s), if any, set out in Item No. 12 in Table 1 **[Key Information]** on Page 5;
- (r) **"Atlantic Time"** means Atlantic Standard Time or Atlantic Daylight Savings Time, as applicable on the date in question;
- (s) **"Preferred Proponent"** is defined in Section 7.8 **[Selection of Preferred Proponent(s)]**;
- (t) **"Proponent"** means a party submitting a Proposal in response to this RFP. **"Proponent"** includes Preferred Proponents;
- (u) **"Proposal"** means a Proposal submitted by a Proponent in response to this RFP;
- (v) **"Proposal Submission Form"** means the form attached to these RFP Instructions as Component C, any appendices attached to Component C, and all Amendments to Component C;
- (w) **"Question"** is defined in Sub-Section 6.10(a) **[Questions & Responses]**;
- (x) **"Response"** is defined in Sub-Section 6.10(c) **[Questions & Responses]**;
- (y) **"RFP"** means this Request For Proposals comprising all of the documents listed in Table 2 in Section 3.1 **[RFP Documents]** and all Amendments;
- (z) **"RFP Information"** means all documents and information relating to this RFP, whether provided orally, in writing, via the Electronic Tendering Site, or any other mode. **"RFP Information"** includes:
 - (i) this RFP;
 - (ii) all Amendments;
 - (iii) all Responses;
 - (iv) all communications with Proponent with respect to this RFP; and
 - (v) all information contained on the YQM's web site;
- (aa) **"RFP Instructions"** means the main body of this document, and any Amendments to it. **RFP Instructions** does not include any of the Components listed in Table 2 **[Relevant Documents]**, or any Amendments to them;
- (bb) **"Request for Clarification"** is defined in Section 7.6(a) **[Request for Clarification]**; and

(cc) “**Vantage**” means Vantage Airport Group.

2.2 Headings.

Headings have been inserted in these provisions for convenience of reference only and shall not affect their construction.

2.3 Days.

Unless expressly indicated otherwise, all references to a "**day**" or "**days**" in these provisions are deemed to be references to calendar days.

ARTICLE 3 GENERAL INSTRUCTIONS

3.1 RFP Documents.

The RFP comprises the documents listed in Table 2.

| Table 2 – Relevant Documents | | |
|---|--|--------------|
| RFP Instructions (<i>this document</i>) | | |
| Component A | Receipt Confirmation Form | |
| Component B | Specifications and Scope | |
| Component C | Proposal Submission Form | |
| | <i>Appendix</i> | <i>Title</i> |
| | A | Proposal |
| B | Variations, Alternatives and Value Added Initiatives | |
| Component D | Form of Agreement — Contract | |
| Component E | Evaluation Criteria | |

3.2 Posting of RFP Information.

(a) **Not Applicable** - Where an Electronic Tendering Site is indicated in Box No. 8 in Table 1 on Page 5, the RFP Information shall be posted on the Electronic Tendering Site. If no Electronic Tendering Site is indicated, YQM shall provide the RFP Information as it deems appropriate, such as via courier, e-mail, fax or by hand.

3.3 Amendments to RFP.

(a) *Amendments.* YQM may, at any time before the Closing, issue clarifications and amendments (collectively "**Amendments**") to the RFP. An Amendment may include additions and amendments to, and deletions from, the Deliverables.

3.4 Working Language.

This RFP, any Proposal submitted in connection with it, and all communication, whether written or oral, in connection with this RFP and the Proposal, shall be in English.

3.5 Communications & Designated Representative.

- (a) Unless otherwise authorised by YQM in writing, Proponent shall communicate solely with the Designated Representative.
- (b) YQM shall accept delivery of written communications only as follows:
 - (i) for the Proposal, by courier or hand delivery;
 - (ii) otherwise, by courier, hand delivery or e-mail.
- (c) Proponent shall be solely responsible for confirming that YQM has received a communication.
- (d) YQM shall not be liable for lost, misplaced or undelivered communications.
- (e) Proponent shall include the RFP Name and RFP Number, as set out, respectively, in Item No. 1 and Item No. 2 in Table 1: Key Information on Page 5 in all RFP-related communications with YQM.

3.6 Meetings & Site Tours.

- (a) YQM shall hold the meetings and site tours, if any, on the Meeting Dates.
- (b) YQM may limit the number of Proponent's personnel who attend a meeting or site tour.
- (c) While at the Airport, Proponent's personnel shall comply with all laws, regulations and policies applicable at or to the Airport.

3.7 Proponent's Expenses.

Proponent is responsible for its own costs and expenses in relation to:

- (a) preparing and submitting a Proposal;
- (b) attending meetings and site tours; and
- (c) negotiation, finalization and execution of a Contract.

3.8 Dates & Deadlines.

YQM may, without liability, amend the dates, sequence of events and deadlines set out in the RFP.

3.9 Time of the Essence.

Subject to Section 3.9 [**Dates & Deadlines**], time is of the essence.

ARTICLE 4 CONFIDENTIALITY

4.1 Confidentiality.

- (a) Each Party (the "**Receiving Party**") who receives the Confidential Information of the other Party (the "**Disclosing Party**") shall treat all of that Confidential Information as confidential.
- (b) *Obligations.* Receiving Party shall protect the Confidential Information of Disclosing Party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no case with less than reasonable care.
- (c) *Use of Confidential Information by YQM.* YQM shall use Proponent Confidential Information solely to evaluate Proponent's Proposal, and shall not disclose Proponent Confidential Information to any third party.
- (d) *Use of Confidential Information by Proponent.* Proponent shall use YQM Confidential Information solely to prepare a Proposal, and shall not disclose YQM Confidential Information to any third party.
- (e) *Return of Information.* Upon termination of this Agreement, or upon the written instruction of Disclosing Party, Receiving Party shall:
 - (i) return or destroy all of Disclosing Party's Confidential Information; and
 - (ii) provide a certificate, signed by a senior officer of Receiving Party, attesting to such return or destruction.

A Receiving Party shall be deemed to have destroyed electronic Confidential Information when it executes an application or operating system-level, commercially reasonable delete function on it. Despite the foregoing, each Receiving Party may retain one copy of the Disclosing Party's Confidential Information for archival purposes.

- (f) *Responsibility and Indemnity.* Each Receiving Party shall be responsible to Disclosing Party for any disclosure of Confidential Information that is not permitted by this ARTICLE 4 to the extent caused by Receiving Party and for any failure by Receiving Party to comply with the provision of this ARTICLE 4. Each Receiving Party shall defend, indemnify and hold harmless Disclosing Party from and against any and all Claims arising out of any breach by Receiving Party of this ARTICLE 4.
- (g) *Ownership.* Except as set out in Sub-Section 4.1(c) [**Use of Confidential Information by YQM**], Sub-Section 4.1(d) [**Use of Confidential Information by Proponent**], and Section 6.6 [**Ownership of Proposals**], neither Party grants to the other any right, title or interest in or to its Confidential Information.
- (h) *Exceptions.* The obligations of confidentiality set out in this Section 4.1 will not apply in respect of uses or disclosures of Confidential Information where:

- (i) Disclosing Party consents in writing;
- (ii) disclosure is required to comply with any applicable law or judicial order, provided that Receiving Party gives Disclosing Party reasonable notice as may be practicable in the circumstances to contest or protect the required disclosure; or
- (iii) Receiving Party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the Confidential Information:
 - (1) is available in the public domain;
 - (2) was disclosed to it by a third party without violating confidentiality obligations; or
 - (3) was already known by it or was subsequently developed by it without any use of Confidential Information.

4.2 Personal Information.

- (a) *Definitions.* In this Section, "**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, c-5), as amended from time to time, and all regulations promulgated under it, and any successor legislation to it.
- (b) *Compliance.* Each Party shall ensure that access to, use, and disclosure of all Personal Information (as defined in PIPEDA) under its care and control fully complies with PIPEDA.

4.3 Publicity.

Proponent shall not issue a news release, make a public announcement, or make public anything pertaining to this RFP without the prior written approval of YQM.

ARTICLE 5 DISQUALIFICATION

5.1 Proposal Disqualification.

YQM may disqualify a Proposal because:

- (a) it is not delivered to YQM before Closing;
- (b) it does not comply with the RFP Instructions, for example by failing to provide the certifications requested in Sections 5 and 6 of the Proposal Submission Form;
- (c) it includes amendments to Component D [**Form of Agreement - Contract**]; or
- (d) YQM has disqualified Proponent per Section 5.2 [**Disqualification**].

5.2 Proponent Disqualification.

YQM, in its sole discretion, may disqualify a Proposal or Proponent at any time if:

- (a) *Improper Communications.* Proponent, or any of its Affiliates or proposed sub-contractors, communicates with an employee of, or consultant to, YQM about the RFP other than as permitted by Section 3.5 **[Communications and Designated Representatives]**;
- (b) *Breach of Confidentiality.* Proponent breaches, or YQM has a reasonable apprehension that Proponent will breach, its obligations of confidentiality to YQM
- (c) *Failure to attend a Meeting.* Proponent fails to attend a Meeting on the Meeting Date;
- (d) *Failure to Meet Deadlines.* Proponent fails to comply with any of the deadlines set out in the RFP Instructions;
- (e) *Airport Operations.* Proponent fails to comply with Sub-Section 3.6 **[Meetings & Site Tours]**;
- (f) *Failure to Respond to a Clarification.* Proponent fails to respond to a Request for Clarification, or fails to provide sufficient information in response to a Request for Clarification;
- (g) *Conflict of Interest.* The current or past corporate or other interests of a Proponent, or any of Proponent's Affiliates, proposed sub-contractor or associates, place it in a conflict of interest in connection with the RFP or the activities of YQM;
- (h) *Legal Proceedings by Proponent Against YQM.* Proponent, or any of its directors, officers, shareholders, Affiliates or proposed sub-contractors has a claim, or has initiated a claim or legal proceeding, against YQM or any of its Affiliates;
- (i) *Legal Proceedings By YQM Against Proponent.* YQM has a claim, or has initiated a legal proceeding, against Proponent or any of its directors, officers, shareholders, Affiliates or proposed sub-contractors with respect to any previous contracts, tenders or business transactions;
- (j) *Collusion.* Proponent, or any of its Affiliates or proposed sub-contractors, has colluded with another Proponent in connection with this RFP;
- (k) *Bribery.* Proponent, or any of its Affiliates or proposed sub-contractors, has offered to provide compensation or gifts of any kind to an employee of, or consultant to, YQM with the intention of influencing the outcome of this RFP;
- (l) Proponent, or any of its Affiliates or proposed subcontractors, including their officers and directors, has been convicted of or is under investigation or review in regard to any of the offences identified in Section 5 of the Proposal Submission Form or similar foreign offences identified in Section 6 of the Proposal Submission Form;
- (m) The current or past corporate or other interests of a Proponent or any of its subcontractors or Affiliated Persons place it in a conflict of interest in connection with this RFP or the activities or mandate of the Client; or

- (n) the Proponent or any of its directors, officers, shareholders, Affiliated Persons, associates or affiliates has a claim or has initiated a claim or legal proceeding against the YQM or any of its subsidiaries or against whom the YQM or any of its subsidiaries has a claim or has initiated a legal proceeding with respect to any previous contracts, tenders or business transactions.

ARTICLE 6 PROPOSALS & SUBMISSIONS

6.1 Proposal Requirements.

- (a) The Proposal shall include the following, preferably in the order listed:
 - (i) Proposal Submission Form;
 - (ii) Appendices to the Proposal Submission Form;
 - (iii) Supporting documentation and information.
- (b) All Proposal documents shall be duly completed and shall be organised in a clear and professional manner.
- (c) An authorised signatory of Proponent shall sign the Proposal on behalf of Proponent
- (d) By signing the Proposal Submission Form, the Proponent agrees to be bound by the terms of this RFP in its entirety including the RFP Instructions.

6.2 Copies of the Proposal.

Proponent shall provide the number and types of copies of the Proposal specified in Item No. 9 of Table 1 **[Key Information]**.

6.3 Electronic Copies.

Proponent shall provide electronic copies of the Proposal as follows:

- (a) for Proposals provided on USB's, CDs or DVDs, one copy of the Proposal per USB, CD or DVD; and
- (b) for Proposals provided via e-mail, the Proposal shall be attached as a file, not incorporated in the body of the e-mail,

and each file on the USB, CD, DVD or in the e-mail shall be in one of the following formats:

- (i) .docx;
- (ii) .pdf;

- (iii) .xlsx;
- (iv) .mpp; or
- (v) as specified by YQM in writing.

6.4 Precedence of Paper over Electronic Format

If there is a discrepancy between the paper copy of the Proposal and the electronic copy, the paper copy shall prevail.

6.5 Ownership of Proposals.

Effective the date of YQM's receipt of the Proposal:

- (a) *Ownership of the Proposal.* Proponent transfers to YQM all right, title and interest in and to any ideas expressed in the Proposal and in any amendments to it. For greater certainty, YQM may use, for any purpose, all writings, programs, plans, drawings and specifications prepared by, or on behalf of, Proponent that form part of the Proposal and in any amendments to it ; and
- (b) *Ownership of the Media.* Title to the media on which the Proposal and any amendments to it are provided to YQM shall pass to YQM.

6.6 Alternative & Value-Added Solutions.

YQM encourages Proponent to propose, in addition to a fully-compliant response to the RFP, alternative or value-added solutions if:

- (a) the alternative or value-added solutions are functionally equivalent to the Deliverables;
- (b) the alternative or value-added solutions meet or exceed the minimum specifications set out in the Deliverables;
- (c) Proponent clearly identifies and documents the variances and functional equivalencies; and
- (d) the alternative or value-added solutions are clearly set out within the Proposal in the format and place prescribed by the Proposal Submission Form.

6.7 Pricing.

In the Proposal Submission Form, Proponent shall, unless otherwise specified in the Proposal Submission Form, provide the following information:

- (a) the net price (i.e. exclusive of all applicable taxes and duties) of the Deliverables in Canadian Dollars as a fixed price for the duration of the Contract;
- (b) any allowances, and any discounts for early payment, Electronic Data Interchange or Electronic Funds Transfer transactions;

- (c) any additional charges or surcharges that YQM might incur over and above the quoted price; and
- (d) any additional pricing strategies that would benefit YQM.

6.8 Errors.

- (a) *Pricing Errors.* If there is a pricing extension error in the Proposal, the unit price shall apply.
- (b) *Numerical vs. Written Numbers.* If there is a numerical discrepancy or error in a proposal, the written number shall prevail.

6.9 Subcontracting

- (a) *Substantial Elements.* If the "**Substantial Elements**" box in Item No. 10 in Table 1 **[Key Information]** is marked "Yes", Proponent may propose that a material portion of the Deliverables be sub-contracted to one or more third parties.
- (b) *Specialised Elements.* If the "**Specialised Elements Only**" box in Item No. 10 in Table 1 **[Key Information]** is marked "Yes", Proponent may propose that a non-material portion of the Deliverables which requires specialised skills or equipment be sub-contracted to one or more third parties.
- (c) *No Sub-Contracting Except as Permitted.* Except as permitted by Sub-Section 6.10(a) **[Substantial Elements]** or Sub-Section 6.10(b) **[Specialised Elements]**, Proponent shall not propose sub-contracting any of the Deliverables to a third party.
- (d) *Identification of Sub-Contractors.* If Proponent proposes, per Sub-Section 6.9 (a) **[Substantial Elements]** or Sub-Section 6.9(b) **[Specialised Elements]**, one or more sub-contractors, it shall, in the space set out in the Proposal Submission Form, provide the required information for each proposed sub-contractor.
- (e) *Changes to Sub-Contractors.* The Proponent shall promptly notify YQM in writing of any changes to its proposed sub-contractors.
- (f) *Joint Ventures.* If the Proposal envisages a partnership or joint venture, the Proposal shall name one Proponent as the "**Primary Proponent**". For greater certainty, a "**joint venture**" includes the submission of a Proposal by two persons having no formal corporate or business links.
- (g) *Primary Proponent.* The Primary Proponent shall enjoy all rights and be liable for all obligations under this RFP and, if entered into, the Contract.
- (h) Nothing in this RFP creates any contractual relationship between YQM and any Proponent Affiliate or Proponent sub-contractor.

6.10 Questions & Responses.

- (a) Proponents may, at any time before Closing, using the procedure set out in Section 3.5 **[Communications & Designated Representatives]**, submit questions to YQM regarding the RFP, including questions related to facilities, the Airport, the RFP Documents, other documents and information, discrepancies, omissions, ambiguities and conflicts, and the Deliverables (each a "Question").
- (b) YQM shall respond only to Questions that are submitted per Section 3.5 **[Communications & Designated Representatives]**.
- (c) YQM shall provide to each Proponent all of the Questions (without identifying the source of the Question) and all of YQM's responses to Questions (each a "Response"), and may issue Amendment to the RFP to address matters raised by one or more Questions.

6.11 Obligation to Examine RFP and to Investigate.

- (a) YQM shall not be liable for Proponent's failure to:
 - (i) thoroughly examine all of the RFP Documents;
 - (ii) make independent judgment as to the circumstances and conditions affecting the business opportunity and Proponent's proposal;
 - (iii) thoroughly examine and assess the requirements and specifications set out in the RFP; and
 - (iv) inform itself of all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances that may affect the Proposal.
- (b) *Documents, Information And Data Room.* The YQM may make available for review by the Proponent some documents and information, including without limitation some of the laws and regulations and other documents, records, information and materials related to the subject matter of this RFP. YQM may in its sole discretion designate a physical or virtual data room where the documents and information will be made available, as well as establish access times and procedures with which the Proponent must strictly comply. The YQM makes no representations or warranties regarding the accuracy or completeness of the documents and information made available, and the Proponent assumes all risk in using or relying on them.

6.12 Submission Deadline.

- (a) *Proposal Deadline.* If Proponent wishes to submit a Proposal, it shall ensure that the Proposal is delivered to YQM at the Delivery Address before Closing.
- (b) *Question Deadline.* If Proponent wishes to submit a Question, it shall ensure that the Question is delivered to YQM at the Delivery Address before the Deadline for Questions specified in Item No. 4 in Table 1 **[Key Information]**.

6.13 Proposal Amendments & Withdrawals.

- (a) *Prior to Closing.* Prior to Closing, Proponent may amend, revise or withdraw its Proposal by delivering written notice to YQM. YQM shall not accept oral communications to amend, revise or withdraw a Proposal.
- (b) *After Closing.* After Closing, Proponent shall not amend, revise or withdraw its Proposal, in whole or in part, without the written consent of YQM, which may be unreasonably withheld. For greater certainty, Proponent shall have no right to amend or withdraw a Proposal after Closing due to Proponent's negligence, mistake or error.

6.14 Validity Of Proposal.

- (a) *Definition of Validity Period.* For the purposes of this Section 6.15, the "**Validity Period**" means the period starting at Closing and ending on the Validity End Date set out in Item No. 5 in Table 1 [**Key Information**] on Page 5.
- (b) Proponent warrants that:
 - (i) the Proposal is valid for the Validity Period;
 - (ii) if YQM notifies Proponent per Sub-Section 7.9(a) [**Preferred Proponent**] that Proponent is a Preferred Proponent, Proponent shall enter into good faith negotiations with YQM with the intention of executing, within 30 days of YQM notifying Proponent that has been selected, a legally binding agreement with YQM, in the form set out in Component D [**Form of Agreement**], to provide some or all (as determined by YQM) of the Deliverables.

6.15 Acceptance of RFP Provisions.

- (a) By submitting a Proposal, Proponent warrants that it accepts:
 - (i) the RFP Instructions, including but not limited to the obligations of confidentiality set out in ARTICLE 4 [**Confidentiality**], in their entirety; and
 - (ii) all of the provisions set out in the RFP Documents, including the Form of Agreement, and in any communication from YQM in connection with this RFP.

ARTICLE 7 REVIEW OF PROPOSALS

7.1 Late & Lost Proposals.

- (a) YQM may not accept any Proposal that is delivered after Closing.
- (b) YQM shall not be liable for lost, misplaced or incorrectly-delivered Proposals.

7.2 No Public Opening.

- (a) YQM shall open the Proposals in private after the Closing Date.

7.3 Acceptance of Proposals.

Proponent acknowledges that:

- (a) YQM's acceptance of delivery of a Proposal; and
- (b) YQM opening of a package containing a Proposal, does not constitute acceptance by YQM of the Proposal.

7.4 Evaluation Committee & Procedures.

YQM shall have exclusive control over the RFP process, including the evaluation of the Proposals, the membership and structure of the Proposal evaluation committee, and the evaluation procedures.

7.5 Evaluation of Proposals.

- (a) *Evaluation Criteria.* YQM shall use the evaluation criteria set out in Component E **[Evaluation Criteria]** to assess each Proposal that has not been rejected under Section 5.1 **[Rejection of a Proposal]**.
- (b) *Alternative & Value-Added Solutions.* The assessment may include any alternative and value-added solutions provided by Proponents per Section 6.6 **[Alternative & Value-Added Solutions]**.

7.6 Clarifications.

- (a) *Request for Clarification.* YQM may, in its sole discretion, in writing, request that a Proponent:
- (i) clarify its Proposal;
 - (ii) provide supplementary documentation; and
 - (iii) confirm that YQM interpretation of the Proposal is correct, each a **"Request for Clarification"**.
- (b) *Response to Request for Clarification.* Proponent shall promptly and fully respond, in writing, to each Request for Clarification.

7.7 Verification & Due Diligence.

YQM may, using whatever means YQM considers appropriate, to verify any statement or claim made by Proponent. The verification may include:

- (a) contacting Proponent's references (including bank references), proposed partners, and sub-contractors;
- (b) obtaining additional information from third parties regarding Proponent, its directors, officers, shareholders, owners, key employees, Affiliates and sub-contractors, and any other person or entity associated with Proponent; and
- (c) with the prior agreement of Proponent, visiting the premises and facilities of Proponent or, in the case of joint Proponents, the premises and facilities of the joint Proponent(s).

7.8 Selection of Preferred Proponent(s).

- (a) *Executive Approval.* All decisions and recommendations of the YQM representatives in this RFP process may be subject to approval by the YQM executive management or Board of Directors, including without limitation the selection of a Preferred Proponent, the authorization and release of funds for the Deliverables or project, and the negotiation and execution of a Form of Agreement.
- (b) At any time, including after the evaluation of the Proposals, the YQM may in its sole discretion:
 - (i) *Preferred Proponent(s).* Select one or more preferred Proponent (each a "**Preferred Proponent**") to provide one or more of the elements of the Deliverables; or
 - (ii) *No Proponents.* Select none of the Proponents.

7.9 Award of Contract.

- (a) Proponent acknowledges that YQM:
 - (i) may cancel this RFP at any time without cause;
 - (ii) will not necessarily accept the lowest cost Proposal; and
 - (iii) shall not be liable for:
 - A. cancelling this RFP;
 - B. not accepting the lowest cost Proposal; or
 - C. failing to enter into a contract with a Proponent.
- (b) In submitting a Proposal, the Proponent acknowledges and agrees that the Form of Agreement will obligate the successful Proponent to provide contract security in the form of bonding or such other form as the Client may agree.

ARTICLE 8 INTENT OF THIS RFP, NEGOTIATION & CONTRACT

8.1 Intent of RFP

- (a) This RFP is **NOT** intended to result in the formation of Contract "A". The intent of this RFP is solely to identify those proponents capable of meeting YQM's requirements and with whom a final agreement may be negotiated.

8.2 Good Faith Negotiations.

- (a) Proponent shall, if YQM selects it as a Preferred Proponent per Sub-Section 7.8(a) [**Preferred Proponent**], negotiate in good faith to finalize and execute, within **5** days of being notified by YQM that it is a Preferred Proponent, an agreement with YQM (the "**Contract**") that is based on the Form of Agreement, this RFP, the Proposal, and such other provisions as YQM may reasonably require, for the provision of, respectively, all or some of the Deliverables.
- (b) Negotiations will not constitute a legally binding offer to enter into a contract of the part of YQM or the Proponent. Negotiations may include requests by YQM for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by YQM for improved pricing from the Proponent.
- (c) Good Faith. For the purposes of this Section 8.1, "**good faith**" means not taking a position in the negotiations less favourable to YQM than that set out in the Proposal, including proposing changes to the Form of Agreement that are different from those proposed in Schedule P of the Proposal.

8.3 Multiple Negotiations.

- (a) YQM may in its sole discretion negotiate with more than one Preferred Proponent at the same time or in consequential order to be determined solely by YQM.
- (b) At any point, YQM may elect to unilaterally terminate one or more negotiations. In the event that YQM terminates a negotiation it may initiate negotiations with another proponent. This process may continue until a Contract is formalized or until there are no more proponents remaining that are eligible for negotiations. There will be no legally binding relationship created with any proponent prior to the execution of a Contract.

8.4 Proponent's Standard Commercial Provisions Not Applicable.

Proponent acknowledges that its standard commercial provisions shall not apply to the Contract.

8.5 Discontinuation of Negotiations.

Without limiting any other right in this RFP, YQM may discontinue negotiations with a Preferred Proponent at any time, and at any time commence negotiations with another Preferred Proponent or any other person or persons whether or not such person or

persons were recipients of this RFP and whether or not such persons submitted proposals or were Preferred Proponents entity which is not a Preferred Proponent or Proponent.

8.6 Execution of Contract.

Within 14 days of executing the Contract, Proponent shall deliver to YQM:

- (a) a coverage certificate evidencing any insurance required by the Contract;
- (b) a copy of the Performance Bond, if any, required by the Contract; and
- (c) a current Worksafe registration number and clearance letter
- (d) failing which, YQM may:
- (e) terminate the Contract and hold Proponent liable for any damages suffered by YQM; and
- (f) commence negotiations with another Proponent or any other person or persons whether or not such person or persons were recipients of this RFP and whether or not such persons submitted proposals or were Preferred Proponents.

8.7 Postponement & Cancellation of RFP.

- (a) *Postponement & Cancellation.* YQM may, without liability, postpone or cancel this RFP at any time for any reason, including:
 - (i) none of the proposals received are satisfactory or acceptable; or
 - (ii) negotiations in relation to the proposals received are unsatisfactory or unacceptable or are unlikely to result in a Contract that would be acceptable to YQM and in its own best interests.
- (b) *Effect of Postponement & Cancellation.* If YQM postpones or cancels this RFP, then it may:
 - (i) negotiate with and award the Contract to any other person or persons as may be acceptable to YQM, whether or not such persons were recipients of this RFP and whether or not such persons submitted proposals or were Preferred Proponents; or
 - (ii) issue a new RFP for some or all of the Deliverables on the same or different terms and conditions.

ARTICLE 9 MISCELLANEOUS

9.1 Assignment by Proponent.

Proponent shall not assign any of its interest or position in this RFP or the RFP process without the prior written consent of YQM, which consent may be unreasonably withheld.

For the purposes of this RFP, "**assign**" includes an Acquisition (any transaction in which two or more Proponents become, will become, or are in the opinion of YQM likely to become, Affiliates or one person) or a change of Control.

9.2 Liability for Errors & Omissions.

- (a) YQM and its directors, officers, employees, contractors, consultants, representatives and agents (collectively the "**Releasees**") shall not be liable for any error or omission of any kind whatsoever in any part of the RFP Information.
- (b) YQM makes no representation or warranty as to the accuracy, completeness or comprehensiveness of the RFP Information.
- (c) Proponent acknowledges that nothing in this RFP shall relieve Proponent from the responsibility of conducting its own investigations and research and forming its own conclusions with respect to the matters addressed in this RFP
- (d) The Preferred Proponent shall add the YQM and Vantage Airport Group as additional named insured to all applicable Errors and Omissions Insurance policies and such other insurance policies held by or on behalf of the Preferred Proponent as instructed by YQM.

9.3 Limitation of Liability & Indemnity.

- (a) Proponent waives any claim for damages or costs of any nature against YQM (including the cost of preparing and submitting the proposal, and any anticipated profits and contributions to overhead) arising out of YQM's use of its discretion under the RFP. Under no circumstance shall YQM (including its directors, officers, employees, agents or consultants) have any liability to any Proponent under or in connection with the RFP or the procurement process.
- (b) Proponent shall indemnify and hold YQM harmless from and against any and all claims brought against them arising out of any act or omission of Proponent or by third parties arising out of or relating to Proponent's receipt of this RFP, or the preparation, submission and negotiation of any proposal submitted by Proponent, where such third parties were directly or indirectly engaged by or through Proponent in connection with any of the foregoing or where personal injury, bodily damage or property damage is caused by the negligent acts or omissions of Proponent or for whom it is at law responsible. Such indemnification will survive completion or earlier termination of this RFP process.

9.4 Governing Law.

This RFP shall be governed exclusively by and construed and enforced in accordance with the laws of the Province of New Brunswick and of Canada as applicable. Proponent attorns to the exclusive jurisdiction of the courts of the Province of New Brunswick in the event of any dispute concerning this RFP or any matters arising out of this RFP.

9.5 General Terms and Conditions.

Compliance with Laws, Codes, Regulations and By-Laws. The Preferred Proponent shall comply with all applicable government, municipal and underwriters' regulations, laws, by-laws in force that apply to the YQM, Airport and the area where the Deliverables are to be carried out, including without limitation, the **Workplace Safety Insurance Act**, the **Occupational Health and Safety Act**, the **Environmental Protection Act**, as amended from time to time

9.6 Interpretation.

This RFP will be interpreted in the following manner:

- (a) the words "**include**" in any form shall be deemed to include the words "**without limitation**"; and
- (b) where anything in this RFP is identified as being in YQM's discretion, YQM may exercise such discretion in its own best interest without regard for the interest of any Proponent or any other person submitting a proposal.

[End of RFP Instructions]

**COMPONENT A
INTENT TO PROVIDE A BID**

2018-2038 YQM Master Plan

**RFP Number
YQM – 2017 -001**

**COMPONENT A
INTENT TO PROVIDE A BID**

To confirm your interest in bidding – please provide the attached by 12:00 Noon September 29, 2017 to Vincent Martin (Senior Manager Engineering and Operations):

Courier: Greater Moncton International Airport Authority Inc,
777 Aviation Avenue, Unit 12, Dieppe, NB E1A 7Z5

Email: vmartin@cyqm.ca

This form acknowledges receipt of the above noted RFP document.

Yes we will be submitting a proposal for the above-noted RFP

Name of bidding firm

Authorized Signature:

Printed Name:

Send further
correspondence to:

Company Name:

Authorized Contact:

Title/Position:

Company Address:

Phone Number:

E-Mail:

Fax Number:

Please send future written correspondence about this RFP to us at the contact information given above by means of (choose one):

e-mail

courier (if by courier, please provide the courier company name and your account number to which courier deliveries may be charged, otherwise we will send courier correspondence Charge On Delivery)

Courier company name:

Courier account number:

**COMPONENT B
SPECIFICATIONS AND SCOPE**

2018-2038 YQM Master Plan

**RFP Number
YQM – 2017 -001**

COMPONENT B SPECIFICATIONS AND SCOPE

Introduction

Greater Moncton Roméo LeBlanc International Airport (the “Airport”) serves the Cities of Moncton and Dieppe and the Town of Riverview as well as all of New Brunswick and PEI and northern Nova Scotia. Responsibility for the Airport was transferred from Transport Canada to the Greater Moncton International Airport Authority Inc. (the “Authority”) on September 1, 1997. The Authority operates the Airport under the terms of long-term ground lease, which currently extends to 2077.

The new Airport Master Plan will align future airport development with the Greater Moncton International Airport Authority’s Mission, Vision, and Strategic Goals as stated below:

Mission

The pursuit of excellence in growing and operating a safe, clean, efficient, friendly and profitable airport with a distinctive (local) sense of place.

Vision

To be the airport of choice.

2015 – 2020 Strategic objectives

- Leverage the cargo investment
- Be the preferred people mover
- Develop a focused communications plan

The Airport’s current Airport Master Plan was developed in 2008. A revised Airport Master Plan is required to provide long-term direction to the Authority and guide the Airport’s future planning. The forthcoming Airport Master Plan will consider the period from 2018 – 2038.

The renewed Airport Master Plan will forecast and provide for the needs of the region YQM serves.

Particular areas of focus will include:

Forecasts of regional air travel growth (demand); options for ATB and related infrastructure re-development do meet anticipated demand; land development growth and tenant potential/requirements, community and stakeholder feedback, long-term considerations of ground transportation on airport; future airside and infrastructure requirements (Passenger and air cargo airline accommodation); future control tower location; and air cargo infrastructure current and/or anticipated needs.

The following is a general description of the scope of consulting services required for this project. These services may be provided by one company or by separate consultants as part of a comprehensive team.

Specific requirements of the Greater Moncton International Airport Authority Ground Lease:

Defined terms

"Airport Master Plan" means a document setting out the strategy for the development of the Airport over a planning horizon of not less than twenty(20) years, including the conceptual development strategies for the Airport's main sub-systems (e.g. Groundside, Air Terminal Building, Airside, surface access and utilities);

"Approved Land Use Plan" means the Land Use Plan...and any amendment thereto or replacement thereof, as approved by the Minister pursuant to Section 7.02; (Note – Current GMIAA Land Use Plan as approved by Minister of Transport, July 4, 2004)

Airport Master Plan Requirements

The Tenant shall, through consultations with any interest group as it deems appropriate: ...complete, adopt and make public a Tenant's Airport Master Plan which shall provide the strategy for the long-term development of the Airport and which shall address the following:

- (i) socio-economic profiles: local, community, region; (This section of an Airport Master Plan places the Airport within the context of the local or regional economy in which it is located.)*
- (ii) airport activity: role, classification and history; (This section of an Airport Master Plan describes the types of aviation activity the Airport is intended to serve throughout the planning horizon, the airport classification, the development of aviation in the local community and the construction history at the site.)*
- (iii) airport environment and environmental impact; (This section of an Airport Master Plan analyses the existing Airport environment and identifies the present and future environmental impact on both the Airport and the area in its immediate vicinity.)*
- (iv) airfield; (This section of an Airport Master Plan studies all components of Airside and Aprons, analyses their capacity, identifies the severity of Airside congestion and identifies precisely the nature of any problems presently occurring or expected in the future.)*
- (v) Airport Terminal Building (Passenger, Cargo and Charter); (This section of an Airport Master Plan examines terminal facilities and analyses current requirements and ensures present and future viability and compatibility with other facets of Airport activity and facilities. The planning methodology is the same for all types of terminal buildings.)*
- (vi) ground transportation system; (This section of an Airport Master Plan describes the location and capacity of all access, service and special purpose roads on the Airport property.)*
- (vii) airport commercial services and facilities; (This section of an Airport Master Plan analyses future space requirements for general aviation activities and facilities, aviation support activities such as aircraft maintenance, overhaul and servicing, and commercial land development, and specialized facilities such as cargo, charter, mail and airline facilities, if these do not warrant a separate section.)*

(viii) airport operational support services; (This section of an Airport Master Plan analyses emergency response service requirements, administration and operational activity, utilities, power, water supply and Airport maintenance facilities.)

(ix) noise management plan; (This section of an Airport Master Plan describes noise envelopes including forecasts, and proposed solutions to noise impact problems, such as aircraft procedures, monitoring, etc.)

(x) land use; (This section of an Airport Master Plan divides the Airport site as a whole into sections with particular land uses and provides a development strategy for the Airport and all Airport subsystems. It is in this study that all Airport facilities are integrated into a compatible, rational plan for future development for the planning horizon. A number of development alternatives may be included. One of the main purposes is to identify the space requirements for aviation activities during the planning horizon and to avoid the intrusion of incompatible land uses into areas specifically designated for a particular type of activity.)

Land Use Plan Requirements

Any Approved Land Use Plan may, subject to the approval of the Minister, be amended or replaced at the initiative of the Tenant. Prior to seeking the approval of the Minister to any amendment to or replacement of any Approved Land Use Plan, the Tenant shall engage in timely and meaningful consultations with the Town of Dieppe, Parish of Moncton, County of Westmorland and with appropriate federal government departments. In addition and at the same time, the Tenant shall engage in timely and meaningful consultations as it deems appropriate with the Province of New Brunswick, other interest groups and the municipalities adjoining the Town of Dieppe, Parish of Moncton, County of Westmorland. Once approved by the Minister, any replacement Land Use Plan shall become the Approved Land Use Plan in the place of the Land Use Plan... Any amendment to any Approved Land Use Plan, ... once approved by the Minister, shall be a part of the Approved Land Use Plan.

In proposing any amendment to or replacement of any Approved Land Use Plan, the GMIAA shall:

- (a) give due consideration to any consultations it has had with any municipality, the Province of New Brunswick, any interest group and any federal government department; and*
- (b) describe, with sufficient detail, the proposed uses and development of every part of the Demised Premises over the planning horizon.*

Any replacement of or amendment to any Approved Land Use Plan shall be subject to the approval of the Minister...

General Approach to the Master Plan

The Master Plan will be a forward looking, guiding document that informs future development of the Airport in the most appropriate manner. In developing the Master Plan, the Proponent will have access to a variety of documents, including:

- GMIAA's 2008-2028 Airport Master Plan
- Greater Moncton International Airport Master Plan Update 2030, Jacobs Consultancy Canada Inc, September 2008
- 2016 Annual Report (2016 Annual Report - can be found at www.cyqm.ca)
- Summary of historic movements and passenger numbers
- YQM current Transport Canada approved Land Use plan, 2004

The Proponent will also be provided previously completed planning documents and operational information including:

- Land Use and Commercialization Plan Greater Moncton Roméo LeBlanc International Airport, Turner Drake & Partners Ltd., June 1 2017
- Economic Impact Study, Greater Moncton International Airport and Vantage Airport Group, December 16 2015
- TP-312 5th Edition Compliance Analysis 2017 (Currently being finalized)
- GMIA 10 Year Capital Plan, Tetra Tech, September 2015
- 10 Year Aviation Traffic Forecast, DKMI, 2015
- Apron 1, 2, & 3 Rehabilitation Recommendations, Crandall Engineering Ltd, July 15, 2016
- GMIA Parking Lot Expansion – Demand Capacity Analysis, MMM Group, September 10 2014
- □ TP-312 5th Edition Airfield Plan, Tetra Tech, October 28 2015
- Car Parking Strategy, MMM Group Limited
- TP-312 5th Edition Airport Analysis, MMM Group, April 2014
- Greater Moncton Roméo LeBlanc International Airport Annual Reports
- Business Plan 2017 and 2018, Greater Moncton International Airport Authority
- Airport Operations Manual
- Greater Moncton Roméo LeBlanc International Airport Zoning Regulations
- Airport record drawings
- Environmental baseline study, 1996
- Passenger Development Plan, ARUP, 2004

Proponents are advised that the land use plan portion of the Airport Master Plan will be informed by work undertaken by GMIA, under a separate contract, to produce a ‘Land Use and Commercialization Plan Greater Moncton Roméo LeBlanc International Airport’. This separate work was completed in the summer of 2017 by Turner Drake and is complementary to the Airport Master Plan and information derived from this work will be incorporated into the Airport Master Plan’s land use plan and will inform development at YQM well into the future. It should also be noted that an exchange of land was undertaken by the airport, Transport Canada, and the municipality of Dieppe in 2014 such that the land use plan needs to be updated accordingly.

Proponent’s Approach

This RFP scope of services is intended to provide the minimum requirements for the Master Plan, and general guidance to the Proponent in regards to their approach to the Master Plan. Proponents should be innovative and based on the Proponent’s understanding of the issues specific to YQM, tailor their proposed work plan accordingly. The Proponent is free to propose differing methodologies and recommend changes which best deliver a Master Plan meeting the needs of the Greater Moncton Roméo LeBlanc International Airport for the next 20 years.

Stakeholder Engagement and Integration with the Community

A key component of this Airport Master Plan process will be stakeholder engagement. Advancing development in the areas surrounding YQM has the potential to impact operation of the airport and the surrounding aerodrome, to a greater degree in the next 20 years than at any point in the history of YQM.

Therefore, YQM anticipates the preparation of the Master Plan to include a comprehensive community consultation process. It is anticipated the successful proponent will engage with stakeholders on a minimum of three opportunities:

1. Preliminary consultations to solicit stakeholder views and input
2. Public presentation of conceptual options and vision for the future
3. Presentation of Airport Master Plan

Proponents must address the importance of communicating the Airport Master Plan with the surrounding communities. Proponents must provide a proposed work plan and clear description of how the proponent's team will engage with stakeholders and insure the Airport Master Plan is well recognized in future planning in the vicinity of the Airport.

Stakeholders will include, but not be limited to:

- City of Moncton, City of Dieppe, Town of Riverview, and surrounding communities
- Province of New Brunswick
- Transport Canada
- NAV Canada
- CATSA
- CBSA
- Adjacent landowners
- Airlines
- General aviation community
- Land tenants including key tenants such as Moncton Flight College, Cargojet, ATS, etc
- ATB commercial tenants
- GMIAA Board of Directors
- Traveling public
- Greater Moncton Chamber of Commerce
- 3+
- Expansion Dieppe
- Opportunities New Brunswick
- Others as may be determined necessary during the Master Plan process

Draft Master Plan award schedule and development approach and schedule (To be jointly developed with the successful proponent):

- Award of contract – Oct/Nov 2017
- Initial gathering of information and interactions with YQM – Nov/Dec 2017
- Initiation of consultation phase with key stakeholders (One on one or group sessions) – December 2017
- Initiation of consultation phase with public – December 2017
- Initiation of Master Plan development work – January 2018
- Continuation of consultation phases – public, stakeholders, board members, etc – Jan-March 2018
- Optional – Development of updated Strategic Plan with GMIAA Management, Board and Vantage Airport Group – March/April 2018
- Finalization of Master Plan components including long term capital plans, and land use plan (For approval by federal Minister of Transport) – March-June 2018

- Public presentation of conceptual options – May 2018
- Final opportunity for Master Plan public and stakeholder consultation – 2017 GMIAA Annual General Meeting – May 11, 2018
- Public presentation of master Plan – June 2018
- Deadline for completion of YQM Master Plan – June 2018

Proponents should, at a minimum, include the following in their proposals:

Firm Detail

1. Provide a brief description of your firm (i.e. history, size, office locations, etc.).
2. Provide a brief description of your firm’s capacity to meet the YQM’s requirements for the Project, as described in this RFP.

Relevant Experience/Qualifications

3. Provide information on any comparable experience of your firm providing Services similar in size, complexity and nature.
4. Tables of contents from Airport Master Plans proponents have completed or propose a table of contents appropriate for YQM.
5. Examples of other Airport Master Plans created by the proposed team.

Personnel

6. Proponents should provide a list of personnel to be assigned to the Services and their roles and professional designations, resumes and a description of their experience in similar projects. Proponents should include all sub-consultants to be used in performing this work.

Fee Proposal

7. Proponents should provide a statement of proposed fees and all associated costs to perform the required Services. Proponents also require an hourly fee schedule for all personnel to be engaged for the work.
8. YQM’s preference is that fee proposals will be for the full scope of this RFP. Proponents may include in their proposals alternate fee proposals for YQM’s consideration.

Form of Contract

9. Proponents should identify in their proposals any exceptions or additions to the form of contract attached as Schedule C. RAA will assume, in the absence of any such exceptions or additions that a proponent accepts the form of contract as presented.

References

10. Provide the names, addresses and telephone numbers of three (3) individuals who may be contacted for references.

Between

**Greater Moncton
International Airport
Authority Inc. (“GMIAA”)**

Greater Moncton International Airport Authority Inc.
777 Aviation Avenue, Unit 12
Dieppe, NB E1A 7Z5
Facsimile: (506) 856-5431

And

_____ (“Consultant”)

Facsimile: _____

**COMPONENT C
PROPOSAL SUBMISSION FORM**

**Greater Moncton International Airport
Authority Inc.**

**RFP Number
YQM – 2017 - 001**

**COMPONENT C
PROPOSAL SUBMISSION FORM**

Submitted By:

_____ (the "Proponent")

To: **Greater Moncton International Airport Authority Inc.**

("GMIAA")

1. Unless otherwise defined, capitalized words and expressions in this Proposal Submission Form shall have the same meanings as are respectively assigned to them in the RFP Instructions.

The following Appendices are attached to and form part of this Proposal:

Appendix A – Proposal

Appendix B – Variations, Alternatives and Value Added Initiatives

2. The Proponent warrants and declares:

- a) that it has complied with all instructions in the RFP Documents;
- b) that it accepts all of the terms, provisions, stipulations and requirements set out in the RFP Documents;
- c) that all statements and information set out in this Proposal or otherwise made or provided to YQM in connection with the RFP, including statements and information hereafter provided, are and will be true, accurate and complete, not misleading, and in accordance with the principle of full, true and plain disclosure;
- d) that this Proposal is genuine and not collusive or made in conjunction with or involving or in the interest of any person not named in the Proposal; and
- e) that it has not, directly or indirectly, induced or solicited any other proponent to submit a sham proposal or any other person to refrain from submitting a proposal, and that it has not in any manner sought by collusion to secure for itself or for any other person any advantage over any other proponent.

3. By submitting this Proposal, the Proponent confirms that they understand that the commission of certain acts or offences will render them ineligible to be awarded a contract. YQM will declare non-responsible any proposal in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by YQM to be untrue in any respect, at the time of contract award. If it is determined, after contract award, that the Proponent made a false declaration, YQM will have the right to terminate the Contract for default.

Name of Proponent:

Proponent's Initials:

| | |
|--|--|
| | |
|--|--|

4. For the purpose of the certification provided by the Proponent in Section 7(c), everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether party or wholly-owned, as well as individuals, and directors, are Proponent's Affiliates if:

- a) directly or indirectly either one controls or has the power to control the other, or
- b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions and any conditional or absolute discharges specified in the provisions identified in Section 5(c) which has the same or similar management, ownership or principal employees, as the case may be.

5. By submitting this Proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates have been convicted of an offence or been under investigation or any type of review or received a condition or an absolute discharge under any of the following provisions:

- a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
- b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
- c) section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
- d) section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
- e) section 239 (*False or deceptive statements*) of the Income Tax Act, or
- f) section 327 (*False or deceptive statements*) of the Excise Tax Act, or
- g) section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or
- h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

6. The Proponent also certifies that neither the Proponent nor any of the Proponent's Affiliates have been convicted of or been under investigation or review or have received a conditional or an

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APPENDIX A PROPOSAL

The following format must be followed to provide consistency in proponent response.

7.1 TITLE PAGE

Show RFP title, proponents name and address, closing date and time, proponents telephone number, and contact person.

7.2 LETTER OF INTRODUCTION

1.1.1 The Proponent must provide a **brief** company profile. If additional information is required during the evaluation process, the Proponent shall also provide such information within 7 calendar days of the request.

7.3 TABLE OF CONTENTS

Include page numbers.

7.4 PROJECT OVERVIEW

Short one or two page summary of the key features of the proposal.

7.5 PROPOSED METHODOLOGY AND WORK PLAN

Outline activities the Proponent plans to take in order to see the project through to a successful conclusion. Identify various Phases of Work and proposed methodology.

7.6 SCHEDULE OF COSTS AND WORK SCHEDULE

Provide Schedule of Costs and Work Schedule. These schedules must identify various Phases of Work, technical and engineering personnel who will undertake the Work by position description, their hourly rates, estimated hours of work, estimated overtime or stand-by time, extended costs per Schedule including separate vehicle, disbursement, and third party costs, if any. Phase costs must be subtotalled, and culminated in a Total Cost.

Incidentals such as vehicle rates, long distance telephone rates, micro-computer rates, CAD rates, fax machine rates, etc. must be listed. Omission in identifying an incidental item will be deemed as providing the service at a nil charge.

7.7 PROJECT TEAM

The Consultant must provide the names of key technical and engineering staff to be involved in the Project, including **their** experience, technical background, respective position descriptions, and the extent of their involvement in the project. No change in key staff will occur without written permission by YQM.

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MT DOCS 14198675
Name of Proponent:

Proponent's Initials:

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7.8 APPENDICES

Any additional information, brochures, etc.

Pricing Table A – Pricing Alternatives and Value Added Initiatives

| Description of Initiative | Description of Benefits | Project Cost Breakdown | | | | |
|--|-------------------------|------------------------|----|----|----|--------|
| | | | | | | TOTAL: |
| Pricing 1A – 2018-2038 Master Plan Development – Phase 1 (2017 portion of work) | | \$ | \$ | \$ | \$ | \$ |
| Pricing 1B – 2018-2038 Master Plan Development – Phase 2 (2018 portion of work) | | \$ | \$ | \$ | \$ | \$ |
| Option 1 – Phase 3 2018-2023 Strategic Plan Development (2018 work) | | \$ | \$ | \$ | \$ | \$ |
| Project Total | | \$ | \$ | \$ | \$ | \$ |

Pricing is all inclusive with HST extra.

YQM may opt to pursue Option 1A and 1B only, or Options 1A, 1B & 2

(Particularly if there are savings in doing so due to efficiencies of combined projects)

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**APPENDIX B
VARIATIONS, ALTERNATIVES AND VALUE ADDED INITIATIVES**

- 1.0 YQM is interested in any variations, alternatives or value added initiatives that will result in more efficient operations, lower cost or greater value to the YQM. The Proponent may outline these suggested variations, alternatives or value added initiatives in Table A – 1.0. This information must include the following:
 - a) a description of the variation, alternative or value added initiative;
 - b) an outline of the benefits; and
 - c) the cost savings available to YQM.
- 2.0 Examples may include new technologies, innovative staffing models, efficient scheduling practices or related services that may be contrary to the base Specifications.
- 3.0 Proponents are reminded that, as stated in the Invitation and Instructions to Proponents, all variations, alternatives and value added initiatives, if any, suggested by Proponents from the base Specifications must be clearly marked, in a way that they will readily be drawn to the attention of YQM in reviewing the Proposal.
- 4.0 Where a Proponent wishes to suggest material variations, alternatives or value added initiatives, the Proponent may submit two Proposals: one with the variations, alternatives or value added initiatives; another based on the base Specifications. No more than two Proposals may be submitted by a Proponent.
- 5.0 Unless YQM indicates acceptance of variations, alternatives or value added initiatives, the base Specifications will apply to the Proponent's Proposal and to the Form of Agreement - Contract if the Proponent is successful.
- 6.0 If no variations, alternatives or value added initiatives are suggested, write "NIL" below.

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Table A – 1.0 - Variations, Alternatives and Value Added Initiatives

| Description of Initiative | Description of Benefits | Potential Savings | | | | |
|---------------------------|-------------------------|-------------------|----|----|----|----|
| | | | | | | |
| | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |
| | | \$ | \$ | \$ | \$ | \$ |

**COMPONENT D
FORM OF AGREEMENT**

**RFP Number
YQM – 2017 - 001**

208145/442862
MT DOCS 14198675
Name of Proponent:

Proponent's Initials:

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**COMPONENT D
FORM OF AGREEMENT**

between

YQM

And

Contract No.:

Date of Contract:

Description:

Commencement
Date:

Length of Term:

Optional Terms:

NOTES

| AMENDMENTS |
|------------|
| |
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**THE YQM CONTRACT WILL CONSIST OF THE ISSUANCE OF A
PURCHASE ORDER REFERRING TO THE RFP REQUIREMENTS AND
THE SUCCESSFUL BIDDER'S PROPOSAL DOCUMENT AND
DELIVERABLES.**

208145/442862
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Name of Proponent:

Proponent's Initials:

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COMPONENT E EVALUATION CRITERIA

RFP Number
YQM – 2017 - 001

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COMPONENT E EVALUATION CRITERIA

OVERVIEW

Evaluation of proposals will be made by a committee of individuals designated by YQM, in its sole discretion.

The evaluation committee will assess proposals against the requirements identified in the RFP. Proposals not meeting these requirements may be rejected without further consideration at the absolute discretion of the evaluation committee. YQM will not be limited as to its criteria for evaluation of proposals, but will consider, among other things the following criteria. The evaluation team members will evaluate each proposal based on the information provided. YQM reserves the right to waive any of the evaluation criteria or utilize other criteria if it is considered in the best interests of the YQM and the project to do so.

It is anticipated that 50% of the evaluation will be based on financial considerations and total cost of the project, while the remaining 50% will factor in criteria such as quality of the proposal, identified deliverables, proposed deployment approach, quality of the team, etc.

The evaluation criteria may include the following:

| EVALUATION CRITERIA |
|---|
| Company Profile and Proposed Team |
| Financial |
| Implementation and Work Plan |
| Safety / Environmental |
| Customer Service and Quality Control |
| Value Added, Variations and Alternatives |
| Personnel Training, Safety & Compliance |
| Equipment |
| Quality and Comprehensiveness of Submission |
| Relevant Corporate Experience and Qualification |
| 1. Clarity, conciseness, quality and completeness of submission |
| 2. Similar projects specific experience |
| 3. Local experience and knowledge |
| 4. References |

Financials**Project Team and Experience**

1. Organizational structure supporting the scope of work
2. Proposed personnel cargo facility experience, with airport environment understanding and availability
3. Key personnel professional qualifications and experience in managing similar projects
4. History of team members working together in previous projects
5. Capability to provide necessary resources to perform the scope of work
6. History of delivering projects on or under budget
7. History of meeting project milestones
8. Comprehensiveness of Security and Security Manpower Plan

Proposed Methodology and Work Plan

1. Comprehension and understanding of the assignment
2. Demonstrated understanding of overall scope and objectives, identify key tasks, noting any specific challenges that may exist
3. Approach to planning, scheduling and project layout
4. Demonstrated innovation in approach and methodology
5. Evidence of a work plan which is specific to the assignment and addresses all issues
6. Comprehensiveness of Hoarding, Fencing and Site Layout Plan and impact on Airport Operations
7. Approach to Procurement and Sub-Trade Packaging
8. Alternative and Value-Added solutions
9. Proposed changes to Form of Contract

Scheduling and Planning

1. Schedule supports the project funding work plan
2. Conforms reasonably with specified timelines
3. Milestones are clearly stated
4. Meetings, site visits and presentations have been identified