



Request for Proposal

Subject: Parking Management Services

Victoria International Airport

Date of Issue: Thursday, February 13th, 2025

**Response due by: Monday, March 31th, 2025
2:00 pm Pacific Standard Time**

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DEFINITIONS

The following definitions apply:

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

“Authority” means Victoria Airport Authority. “Authority”, “Airport Authority”, and “VAA” shall have equivalent meanings.

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

“Contract” has the meaning ascribed to it under Section 3.0 of this RFP and a draft of which Contract is attached to this RFP at Appendix H.

“Curb Management Program” is the system whereby Curb Management Officers monitor and manage the flow of vehicles on the shared use curbs on the terminal frontage and in the commercial lane of the short-term parking lot.

“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.

“Net Book Value” or “NBV” means the value of an asset calculated as the original cost of the asset minus any accumulated depreciation, amortization, or impairment costs.

“Operator” means the entity that shall operate, manage and administer the Parking Facilities at Victoria International Airport.

“Parking Facilities” refers to any and all parking areas in the vicinity of the Air Terminal Building at the Victoria International Airport which is subject to change from time to time.

“Proponent” means the person, firm or corporation receiving and responding to this RFP.

“Proposal” means the Proponent’s response to this RFP.

“Quality Standards” means those standards set out in Schedule 8 of this RFP- Operational Proposal.

“Revenue” means all payments received and collected from the operation of the Parking Facilities in the form of cash, credit cards, debit cards, cheques, electronic transactions, and any other form of legal payment.

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

“Sales Tax” means the sales tax at the retailer level, the amount which is determined by the amount of sales made and which is required to be collected and accounted for to any provincial or federal authority.

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

1.0 OVERVIEW

1.1 ABOUT VICTORIA INTERNATIONAL AIRPORT

Victoria, the provincial capital of British Columbia, is located on the southern tip of Vancouver Island off Canada’s Pacific Coast and enjoys one of Canada’s mildest climates. Almost half of Vancouver Island’s population of 800,000 lives around Victoria and the southern end of Vancouver Island.

The Victoria Airport Authority (VAA) respectfully acknowledges that our operations take place on the traditional territories of the W̱SÁNEĆ people, whose deep connection to this land endures to this day. We are committed to fostering strong, collaborative relationships with the Tseycum First Nation, Tsartlip First Nation, Tsawout First Nation, and Pauquachin First Nation. This commitment includes seeking meaningful opportunities to partner with these Nations in all aspects of the airport’s operations and future development, ensuring mutual benefits and shared success.

- YYJ Victoria International Airport (YYJ) is operated by Victoria Airport Authority (“Authority”), a not-for-profit corporation that manages the safe and secure operations of YYJ.
- Victoria Airport Authority is the entity that operates, manages, and develops Victoria International Airport serving the Greater Victoria region and the surrounding area, 24 hours a day, seven days a week. YYJ is primarily an O and D (Origin and Destination) airport and, prior to Covid-19, was the third busiest (based on passengers) in the Province of British Columbia after Vancouver and Kelowna reaching 2 million passengers in 2018, and the eleventh busiest in Canada.

Parking at YYJ is comprised of a total of 3243 spaces – 2 public daily parking lots with 2686 spaces, a short-term parking lot with 166 spaces and an employee lot with 391 spaces.

1.2 PURPOSE OF RFP

The Authority’s overall vision is to be the best airport anywhere by making every part of travel interaction as easy as possible. Parking is often the first and last service customers experience at the airport and provides a lasting impression. Therefore it is essential that the experience is friendly and seamless.

VAA is seeking a qualified parking management company to provide the best overall value to the Authority and the best overall service to the travelling public who choose to park their vehicle at

the airport, including those that drop off and pick up travelers. Proponents are encouraged to propose innovative ideas with respect to the operation and management of parking facilities.

As such, the parking management company should provide the following key attributes:

- Experience in operating and managing parking facilities, ideally in an airport environment.
- Experience in curb management.
- Knowledge of current trends, best practices and new technologies.
- Service, culture and experience that exemplifies outstanding customer service.

The Authority anticipates that the current parking configuration and product offerings will continue to evolve over time.

A forthcoming terminal expansion project is expected to impact parking; however, the specifics of these impacts remain uncertain at this stage.

VAA encourages innovation and Proponents are invited to present new or innovative solutions in response to this RFP or presented as alternatives to requirements

The information contained in this document is intended to assist Proponents in offering a cost-effective solution. It is not intended to limit the scope of response and is open to interpretation as to how requirements are to be achieved.

Instructions for submitting Proposals; the terms and conditions which would govern any Contract resulting from this Request for Proposals; the procedure and criteria by which a Proponent will be selected; and the specifications for the required goods and/or services are described herein.

1.3 BUSINESS OPPORTUNITY

The Authority invites all interested and qualified companies desiring to manage the Parking Facilities at Victoria International Airport to submit a detailed Proposal in response to this RFP.

Specifically, the opportunity is for one (1) parking management company to operate each lot described below collectively as the Parking Facilities

- Lot One – 1,405 spaces (daily parking lot)
- Lot Two – 1,281 spaces (daily parking lot)
- Short-Term Lot – 166 spaces
- Employee Lot – 391 spaces
- Seasonal overflow parking in contingency areas

Develop and implement a **Curbside Management Program** to monitor and manage curbside traffic activities both along the terminal frontage and the commercial lane in the short-term parking lot.

1.4 DURATION OF CONTRACT

The Authority will enter into a Contract with the successful Proponent for a term of five (5) years commencing June 1st, 2025, and ending on May 31st, 2030, with the option for one (1) renewal term of two (2) years, at the sole discretion of the Authority. Refer to Section 3.0- Contract Information for further details.

1.5 SELECTION PROCESS

Following the closing date and time, it is the intention of the Authority to evaluate all Proposals received according to the evaluation criteria described in the RFP documents. In addition to Section 2.18- Reserved rights of the Authority, the Authority further expressly reserves the right in its sole discretion to:

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

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 award or further liability whatsoever.

1.6 MINIMUM STANDARDS

This section outlines the requirements regarding the operation and management of the Parking Facilities the successful Proponent will be responsible for at the Victoria International Airport. The Authority expects the successful Proponent, as a qualified expert, to identify a responsible and cost-effective way to manage and operate the Parking Facilities

In general, the successful Proponent will be responsible for:

- Providing day-to-day operation and management of the Parking Facilities at the airport in a responsible and cost-effective manner.
- Develop and implement a Curbside Management Program.
- Ice control and snow removal of the Parking Facilities as depicted in Appendix C.
- Meeting the specified key performance standards.
- Providing a high level of customer service in all aspects of a public parking operation.

Any Proposal submitted by a Proponent must demonstrate how the following requirements will be met:

A. EMPLOYEES

Parking is often the first and last service customers experience at the airport. It provides a lasting impression of the airport customer's experience. It is important that the customer's entrance and exit from the parking lots is as easy and stress free as possible and interaction with parking lot employees is polite, helpful and courteous at all times.

The successful Proponent will be responsible for all aspects of employment which includes but is not limited to, hiring, training, discipline and dismissal to meet the management, operation, customer service and performance requirements of the Contract.

The successful Proponent will be required to have or do the following:

- Local office presence, either currently established or to be established within two (2) months of Contract award. This is to include a qualified on-site manager, the resume for whom must be provided before the Contract start date of June 1, 2025.
- Lot Attendant(s) staffing the booth(s) to perform cashiering functions primarily in Lot 1 for a minimum 20 hours per day, seven (7) days a week. Lot 2 booth may require staffing during peak holiday periods such as Thanksgiving and Christmas. The Lot Attendant is also responsible for routinely patrolling the lots, picking up trash, assisting customer at the entrance gates and exit plazas and implementing enforcement activities in both the long-term lots and the short-term lot.
- Proponents should identify opportunities for Indigenous business engagement, skills training and employment in their Proposals.
- Curb Management Officer managing the shared-use curbs on the terminal frontage and the commercial lane in the short-term lot for minimum 15.5 hours a day, seven (7) days a week with hours to be reviewed as the program develops.
- Have the ability to bring in additional trained and experienced staff onsite during peak periods and overflow situations that can be unpredictable.
- Pay employees greater than the BC provincial minimum wage, plus benefits. Detail how will staff be retained and rewarded for their contributions over the Contract period.
- Supply all employees with uniforms that are approved by the Authority.
- All employees must be legally able to work in Canada.
- Employees must be fluent in spoken and written English and formal education sufficient for effective communication. Employees having French language skills is considered an asset.
- Provide job descriptions for all staff positions involved in the performance of the Contract.

B. TRAINING

Employees will be trained in operational requirements, customer service, and sensitivity training for people with disabilities. Training is to be provided at the successful Proponent's expense and records will be requested by the Authority in preparation for periodic audits conducted by the Canadian Transportation Agency (CTA). At a minimum, training needs to include:

1. Customer Service Training (i.e. WorldHost Customer Service training or the equivalent).
2. Sensitivity Training (i.e. WorldHost- Inclusive Service or the equivalent).
3. A minimum of 12 hours of "on the job" training prior to placing staff in the field.
4. Technical training on the operation of equipment and computer software programs.
5. Additional VAA-required and administered training includes:
 - Accessibility Training
 - Landside ID (Security Training)- This is detailed in the Security section of the RFP
 - Sunflower Program (hidden disabilities)
 - And other future training programs as required by VAA.

C. RESPONDING TO CUSTOMER COMPLAINTS

The successful Proponent will develop and maintain a complaint resolution process for dealing with all types of customer complaints. A customer complaint report must be maintained and reviewed with the Authority on a regular basis. A copy of the complaint resolution process must be submitted as part of this RFP submission.

The successful Proponent will have a manager onsite that can immediately respond to a customer services issue.

D. ACCESSIBILITY

For VAA, accessibility and inclusion are about making our airport **Better for Everybody**. We believe everyone should have access in order to enjoy a barrier-free and accessible travel experience and we continually work to promote inclusivity at Victoria International Airport.

E. SECURITY

The successful Proponent, while not responsible for general security of the Parking Facilities, will accept responsibility for all Revenues collected on behalf of the Authority and for incidents of property damage and injury that occur within areas of their responsibility.

F. HEALTH AND SAFETY

1. The successful Proponent shall comply with all Work Safe BC rules and regulations, Occupational Health and Safety rules and regulations, including but not limited to: maintaining safe working conditions, provision of personal protective equipment, provision of first aid personnel and supplies, investigation of accidents/incidents, maintenance of records and statistics, instruction of workers and adequate training in the safe operation of machinery and equipment.
2. The successful Proponent shall maintain, at its own expense, an Occupational Health and Safety Program that complies with applicable health and safety legislation, Victoria Airport Authority's health and safety requirements, and good industry practices.

G. FINANCIAL RESPONSIBILITIES

1. Revenue Collection

The successful proponent will be responsible for:

- i. Invoicing, collection and security of all Revenues and Sales Taxes related to the Employee Parking (Employee and Airline Commuter parking).
- ii. Invoicing, collection and security of all Revenue and Sales Taxes related to monthly parking permits issued for Lot 1 or Lot 2.
- iii. Collection and security of all Revenue and Sales Taxes collected from the short-term parking lot.
- iv. Collection and Security of all Revenue and Sales Taxes collected from Lot 1 and Lot 2 (daily parking lots).

Revenue collected will be counted and reconciled in a secure location. All Revenue collected above under point I to iv will be deposited into the successful Proponent's bank account no less that one time weekly. All Revenues and Sales Taxes collected will be forwarded to VAA no later than the 5th business day of the following month, along with the operator's required monthly accounting to VAA. VAA will be responsible for remitting any required Sales Taxes to the taxing authority.

2. Monthly Accounting Report and Related Requirements

The successful Proponent will be responsible, no later than the 5th business day of the month following, for providing a monthly reconciliation report by parking lot and Revenue type, in the required format, which may change from time to time that will include:

- i. All Revenue and Sales Taxes collected directly by the successful Proponent,
- ii. All credit card processing fees incurred by the successful Proponent,
- iii. All Revenue and Sales Taxes deposited directly into VAA's bank account,

- iv. All credit card processing fees incurred by VAA for revenues deposited directly into VAA's bank account.

The successful Proponent will also be responsible for providing to the Authority the following financial reports:

- i. Weekly Statement of Account providing details of all Revenues earned related to the parking facilities by Revenue type and lot,
- ii. Employee Shift Schedules and Hours of Work (upon request),
- iii. List of current employees (monthly),
- iv. Additional revenue or expense reports as specified by VAA,
- v. Details of any collection or invoicing challenges encountered related to the invoicing for Employee Parking or Monthly Parking passes in Lot 1 or Lot 2.

3. Financial Controls and Audits

The Authority reserves the right to audit the following at any time without prior notification to or consent of the Contractor:

- i. Any and all staff records.
- ii. All performance requirements.
- iii. The level of customer service provided by the successful Proponent.
- iv. Secondary audits of parking transactions and related Revenues.
- v. Onsite employee timesheet and payroll records.

H. PARKING EQUIPMENT, FACILITIES

All parking equipment and maintenance thereof related to the operation of the Parking Facilities will be provided by the Authority or their agent. These will include:

- All Parking Revenue Control equipment (PARCS)
- Kiosks
- Utilities
- Lighting
- Fixed and dynamic signage
- Digital gantry sign (to be installed in spring 2025)
- CCTV

A list and description of the current PARCS equipment in use is attached as Appendix D.

The building and equipment provided by the Authority will be used for the operation of the Parking Facilities and related services and for no other purposes unless prior written approval is obtained from the Authority.

I. STATISTICAL REPORTING

VAA developed and currently manages its own statistical reporting for parking such as daily occupancy reports and passage reports. The successful Proponent will be required to assume responsibility for these reports either in the current format or in a proposed format acceptable to the Authority. Daily and monthly reports are automatically sent from the Skidata Parking System to the Authority in a PDF format.

Samples of the statistical reports are attached as Appendix E.

J. MARKETING

The successful Proponent will implement a robust marketing plan to optimize parking Revenue, utilization, and customer service. The marketing initiatives could include internet-based parking marketing techniques, including pre-paid reservations. All marketing must be in both official languages (English and French) and be pre-approved by the Authority. It is expected that the Proponent would budget 0.5% of public parking Revenues toward Marketing.

K. YYJ PARKING PERMIT PROGRAMS

Currently, VAA oversees its Air Terminal Building employee parking, commuter parking for pilots and flight attendants, and monthly parking permit programs. Under the new Contract, VAA requires the Contractor to assume responsibility for managing these programs, including all financial aspects such as invoicing, payment processing, and the collection of outstanding fees.

L. INNOVATION

VAA values innovation as a key driver of operational excellence and encourages Proponents to continuously identify and present creative solutions, industry innovations, and emerging trends that can enhance the parking experience, enhance Revenue opportunities and operational efficiency. Proponents are expected to proactively bring forward value-added initiatives throughout the term of the agreement, leveraging advancements in technology, sustainable practices, and customer-centric approaches to deliver exceptional results. New services may require infrastructure spending which will be borne by the Contractor and charged back to the Airport Authority under business terms that are mutually agreed upon. Examples of new services could include Valet Services and Public Parking Shuttles.

M. TRANSITION PLAN

The Proposal must include a comprehensive transition plan outlining how the Proponent intends to assume responsibility for operating the Parking Facilities. If the incumbent

Contractor is the successful Proponent, the transition plan should address how they will implement any new requirements outlined in this RFP that differ from their current Contract. Any costs associated with establishing operations in the Parking Facilities will be the sole responsibility of the successful Proponent and must not be passed on to the Authority.

1.7 EVALUATION CRITERIA

The evaluation will be conducted by an evaluation committee made up of Authority employees and its agents. The Authority will evaluate all Proposals and look for overall value and most advantageous Proposal. The Authority is not to be limited as to its criteria for evaluation of Proposals. Criteria will include, but is not limited to:

- The Proponent's ability to deliver and perform a quality service.
- The Proponent's ability to demonstrate relevant experience, qualifications, company philosophy, staff compensation programs, staff training programs, and evidence of success providing parking and curb management services.
- The Proponent's financial plan including capital investment potential and profit sharing.
- The Proponent's reputation for quality service.
- The Proponent's experience managing similar parking and curb management programs.
- The Proponent's presence in the local markets and its ability to support the operations with staffing, supervision, administration and technology.
- The Proponent's ability to recruit and retain staff through innovative and effective methods will be a key consideration.
- Proponents should identify opportunities for Indigenous business engagement, skills training and employment in their Proposals.
- The Proponent's capability and willingness to work in partnership with the Authority to deliver and maintain exemplary parking services.
- The Proponent's financial stability.
- The Proponent's ability to demonstrate knowledge of safety standards as required by the Canadian Centre for Occupational Health and Safety (CCOHS).
- The Proponent's references.
- The quality of the Proposal.

	Weighting
Understanding and Approach Clear indication that the Proponent understand the scope of work and requirements and that the Proposal is complete, easy to read, and flows well.	25%
Description of how the Proponent will meet the requirements outlined in Section 1.6 of this RFP	25%
First Nations Opportunities	5%
Pricing	30%
Other Factors/Value Add	15%

1.8 ONSITE PRESENTATION

After the Proposal due date, the Authority may require any Proponent, at the Proponent's cost, to make an onsite oral presentation. Such presentation(s) will provide an opportunity for the Proponent to clarify its Proposal to ensure a thorough and mutual understanding of its benefits. Proponents would be notified by email, and the onsite presentation would take place at the Victoria International Airport, 2nd floor of the Air Terminal Building (1640 Electra Blvd). The Authority may, following any such presentation(s) require that the information provided during such presentation(s) be confirmed in writing. The written confirmation provided will then form part of the Proponent's Proposal.

1.9 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting within thirty (30) days of receiving notification. This can be arranged by contacting the Authority's Authorised Representative.

2.0 PROPOSAL INFORMATION

2.1 ELIGIBILITY TO SUBMIT A PROPOSAL

In order to submit a Proposal, a Proponent must meet the following pre-qualification requirements:

- The Proponent or its master franchisor (including those third parties detailed under Section 2.15) shall have been in the parking management business for a minimum of five (5) years immediately prior to June 1st, 2025.
- The Proponent's experience managing parking and curb management at a comparable or larger airport is desirable.

2.2 DEADLINE DATE AND TIME FOR RESPONSE TO RFP

Responses to this RFP for Parking Management Services are due **Monday, March 31st, 2025 no later than 2:00 pm Pacific Standard Time (PST).**

2.3 MANDATORY PRE-BID MEETING AND SITE TOUR

A **MANDATORY** pre-bid meeting and site tour for companies intending to submit a Proposal in response to this RFP will take place on:

Date: Thursday, February 27th, 2025

Time: 1:30 pm PST

**Place: Victoria International Airport- 2nd Floor Administration Office
201-1640 Electra Blvd, Sidney BC V8L 5V4**

Meeting instructions will be provided once Schedule One- *Receipt Confirmation/Intent to Submit a Proposal/RSVP for Mandatory Pre-Bid Meeting and Site Tour* has been submitted.

The site tour requirements are as follows:

- Valid government-issued photo ID for all visitors
- CSA-certified High-visibility vests for all visitors
- Flat footwear

Companies who do not attend the mandatory pre-bid site meeting and site tour will be excluded from bidding on this RFP.

2.4 ISSUING OFFICE / AUTHORITY'S REPRESENTATIVE

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

Attention: David Parson, Commercial Development Officer
Phone: (250) 413.7897
Email: rfpparkinggmt@yyj.ca

2.5 INQUIRIES

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

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 Representative or his designate.

2.6 PROPOSAL SUBMISSION DETAILS

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

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

The Proponent must submit **one (1) original hard copy, and a digital copy on a USB stick** of its completed Proposal including applicable appendices prior to the closing date and time to the attention of:

David Parson – Commercial Development Officer
Victoria Airport Authority
201-1640 Electra Blvd.
2nd Floor Administration Offices
Sidney, BC V8L 5V4

The closing Date and Time is Monday , March 31st , 2025 no later than 2:00 pm Pacific Standard Time (PST).

It is the Proponent's responsibility to ensure that their Proposal submission meets the deadline stipulated above, the time stamp 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 on the outside envelope that the Proposal is for the Parking Management Services at YYJ.

No hand-written Proposals shall be accepted.

Proposals sent by facsimile or email 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 Proponent 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.

2.7 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.

A.	Request for Proposals Issued	February 13 th , 2025	
B.	Receipt Confirmation Form due	February 20 th , 2025	2:00 pm PST
C.	RSVP for Pre-Bid Meeting and Site Tour	February 20 th , 2025	2:00 pm PST
D.	Pre-Bid Meeting and Site Tour (Mandatory)	February 27 th , 2025	1:30 pm PST
E.	Deadline for Questions	March 6 th , 2025	2:00 pm PST
F.	Question Response Deadline	March 10 th , 2025	
G.	Closing Date for Submission of Proposals	March 31 st , 2025	2:00 pm PST
H.	Award to Successful Proponent (if any)	April 24 th , 2025	
I.	Contract Commencement	June 1 st , 2025	

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

2.8 PROPOSAL REQUIREMENTS

Proposals will remain valid and open for acceptance by VAA for sixty (60) days following the closing date.

Specific detailed requirements are contained in each of the Schedules attached to this RFP. The Proponent must include, but is not limited to the following ,within its Proposal:

- **Schedule One – Receipt Confirmation Form**
In order to receive information regarding the mandatory pre-bid meeting and site tour, and any addenda or other correspondence from the Authority in connection with this RFP, the Proponent must complete and submit the Receipt Confirmation Form by email, courier, or hand delivery to the Authority by February 20th, 2025.
- **Schedule Two - Submission Checklist**
This form is provided to assist the Proponent to ensure all Schedules have been submitted.

- **Schedule Three - Company Profile**

The Proponent must list its company information including officers, board of directors, affiliations, and/or partnerships contact information, address, telephone or cell phone numbers and email addresses.

- **Schedule Four - Proposal Response Document**

In order to evaluate all Proposals received, a standard response document is required. To assist the Proponent in the submission, each section of the Proposal Response Document is listed in Schedule Four along with the description of the content required. Written responses are to be made in the same sequence indicated in Schedule Four using the same headings and numbers.

- **Schedule Five - Financial Proposal Form**

The Financial Proposal Form is to be completed in its entirety and submitted in excel format.

- **Schedule Six - Proponent's Declaration**

Proponents must sign declaration.

- **Schedule Seven – Contact Information Form**

The New Party Contact Information Form is to be completed and submitted as part of the Proposal.

2.9 PROPOSAL COSTS

This RFP does not obligate the Authority to pay any costs the Proponent may incur in the preparation of their Proposal. All costs and expenses incurred by the Proponent such as travel expenses to YYJ by the Proponent for the purposes of the mandatory pre-bid meeting and site tour, 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.

2.10 OWNERSHIP

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

2.11 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn 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 Representative and received by VAA prior to the closing date and time.

2.12 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 Representative or his/her designate only. Any addenda shall be considered an integral part of RFP.

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

The Authority will post addenda to its website and will otherwise use reasonable efforts to notify Proponents of any such addenda, but it is the Proponent's sole responsibility to ensure receipt of all addenda before submitting their Proposal.

2.13 OMISSIONS AND DISCREPENCIES

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 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.

2.14 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.

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

2.15 PARTNERING / STRATEGIC ALLIANCES / SUBCONTRACTING

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,
- 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.

The use of a sub-contractor, who must be clearly identified, to provide a portion of the Proponent's service or product is acceptable. This includes a joint submission of two or more firms having no formal corporate links. In either case, one Proponent must be prepared to assume primary responsibility for successful delivery of the scope of work described and for statutory obligations under the Worker's Compensation Act, etc. This must be clearly defined in the Proposal.

2.16 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.

2.17 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.

2.18 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.

2.19 WAIVER OF NON-COMPLIANCE

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions 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.

2.20 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.

2.21 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.

2.22 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.

2.23 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 cooperate with such investigations.

2.24 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.

2.25 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, as the user, assume the entire risk when you use it.

2.26 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.

3.0 CONTRACT INFORMATION

3.1 AWARD OF CONTRACT

The Contract resulting from this RFP, if any, will be awarded in accordance with the process set out in Section 1.7 of this RFP- Evaluation Criteria.

3.2 FORM OF CONTRACT

The successful Proponent will be required to enter into a Parking Management Services Contract with the Authority in a form substantially similar to the form of Contract attached to this RFP at Appendix H (the "Contract"). The Authority reserves the right to negotiate, modify, and/or add any contract terms and conditions to the Contract.

Proponents are encouraged to familiarize themselves with the content of the Contract and not 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.

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

3.3 CONTRACT NEGOTIATIONS

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

A Contract must be concluded with the Authority based on the proposed (or negotiated) Proposal no later than thirty (30) business days from the official notification by the Authority of award to the successful Proponent or the rights and privileges of this opportunity may be forfeited unless otherwise agreed to in writing by the Authority.

In the event a Proponent and the Authority fail to reach an 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. This process may be repeated as often as necessary.

3.4 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.

3.5 NO CONTRACTURAL 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.

3.6 CONTRACT OFFER

A Contract offer for Parking Management Services will only be made in writing by the Authority's President and CEO.

3.7 REQUIRED COMPLIANCE

The Proponent with whom the Authority chooses to enter into a Contract, if any, must 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, including but not limited to, and Federal, Provincial, or Municipal occupational health and safety regulations or codes, electrical and building codes, Work Safe BC regulations, and rules and regulations of any government entities that have jurisdiction.

3.8 EXCLUSIVITY

The Authority will not enter into an exclusive Contract with any successful Proponent during the term of the Contract. At any time, the Authority may at its discretion enter into other Contracts for services similar to those of the successful Proponent. It is understood and agreed that the Authority will discuss any plans with the existing successful Proponent but cannot grant the right to any exclusivity to any individual successful Proponent.

3.9 PERMITS

The successful Proponent will be responsible to obtain and maintain all permits, licenses, and approvals required by Federal, Provincial, and Municipal or other government agencies to enable it to operate at the Airport.

3.10 HOURS OF OPERATION

The Authority will require the successful Proponents to provide continuous service to the travelling public by staffing the Parking Facilities on a full-time basis, with their hours of operations sufficient to provide service for all arriving and departing flights. Sample flight schedules can be reviewed in Appendix G.

The Air Terminal Building is currently closed between 01:00 am and 03:30 am.

SCHEDULE ONE
RECEIPT CONFIRMATION FORM/INTENT TO SUBMIT A PROPOSAL
RSPVP FOR MANDATORY PRE-BID MEETING AND SITE TOUR

Proponents intending to submit a Proposal in response to this Request for Proposal must complete this form and return it no later than February 20th, 2025, to receive any further distributed information about this Request for Proposal.

MANDATORY PRE-BID MEETING AND SITE TOUR: Further to Section 2.3 of this RFP, please submit names and email addresses of your company representatives who will be attending the mandatory pre-bid meeting and site tour, which will take place at YYJ on Thursday, February 27th, 2025 at 1:30 pm.

Submission of this form does not bind the Proponent in any way. Please submit this form by email as follows:

David Parson – Commercial Development Officer
Victoria Airport Authority
Email to: rfpparkingmgmt@victoriaairport.com

This form acknowledges that:

- WE WILL BE submitting a Proposal for the above-noted RFP and attending the mandatory pre-bid meeting and site tour.**
- WE WILL NOT BE submitting a Proposal for the above-noted RFP**

COMPANY NAME: _____

STREET ADDRESS: _____

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

MAILING ADDRESS (IF DIFFERENT THAN ABOVE):

PHONE NUMBER: (____) _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

MANDATORY PRE-BID MEETING AND SITE TOUR ATTENDEES

Attendee Name: _____

Email: _____

Attendee Name: _____

Email: _____

Attendee Name: _____

Email: _____

SCHEDULE TWO SUBMISSION CHECKLIST

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

Documents to be Submitted	Due Date	Included?
Schedule One - Receipt Confirmation Form/Intent to Submit a Proposal	February 20th , 2025	<input type="checkbox"/>
Schedule Two – Submission Checklist	March 31st, 2025	<input type="checkbox"/>
Schedule Three – Company Profile	March 31st, 2025	<input type="checkbox"/>
Schedule Four – Proposal Response Document	March 31st, 2025	<input type="checkbox"/>
Schedule Five – Financial Proposal Form	March 31st, 2025	<input type="checkbox"/>
Schedule Six – Proponent’s Declaration	March 31st, 2025	<input type="checkbox"/>
Schedule Seven – Contact Information Form	March 31st, 2025	<input type="checkbox"/>

SCHEDULE THREE COMPANY PROFILE

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.

Submitted to:

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

1. Company Information

Company Name (full legal name): _____

Name and Title of Contact Person: _____

Address: _____

Phone: _____ Email: _____

Website: _____

Have any agreements or contracts held by the Proponent been cancelled or terminated during the past three (3) years?

_____ No _____ Yes. If yes, attach a statement with details.

Describe any litigation with customers, labour disputes, bankruptcies, etc. involving your company within the past three (3) years.

2. Legal Structure of Company:

Year established: _____ Joint Venture: _____ Corporation: _____ Partnership: _____

Registered: _____ Sole Proprietor: _____ Other: _____

Names and Titles of Officers, Partners, Principals:

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

3. Organization and History:

Please provide business history and an organizational chart.

List below two comparable operations you now own/operate:

<u>Name</u>	<u>Type</u>	<u>Location</u>	<u>Gross</u>
-------------	-------------	-----------------	--------------

1.

2.

All Proponent should also attach:

- a) Statement to indicate the source and amount of funds available for establishing, operating and maintaining the parking facilities;
- b) Bank reference(s) to support item (a) above and;
- c) Please provide up to three (3) additional references including any applicable airport references.

SCHEDULE FOUR PROPOSAL RESPONSE DOCUMENT

Any Proposal submitted by a Proponent must contain the following minimum information along with those Minimum Standards set out in Section 1.6 of this RFP to be considered complete.

1. INTRODUCTION AND SUMMARY

- Provide a letter of introduction including your company name, brief corporate history, general description of the corporation, location of your offices and number of fulltime employees.
- Included in the letter of introduction, Proponents must certify that the information and financial details contained in this Proposal submission are accurate and will remain valid for the purposes of Contractual negotiation for a period of ninety (90) days from the closing date of the RFP.
- Provide a brief summary of the Proposal submission and indicate any features and benefits that may distinguish the submission from others.
- Provide any details of any partnerships, joint ventures or other associations or business arrangements that have been made in connection with the Proposal.
- The letter of introduction must be signed by a representative of the company who is authorized to sign on behalf of the company and legally bind the Proponent contractually.
- Any additional relevant corporate information must be added as an appendix to the Proposal.

2. CONTACT SUMMARY

- Complete and submit the Contact Information Form attached to this RFP at Schedule Seven.
- Provide the name, address, telephone number, fax number and email address of the primary contact who will be responsible for the execution of the Contract responsibilities. Provide similar information for a designated alternate contact in the case of absence of the primary contact.
- Identify the individual by name, address, telephone number, cell number and email address who will be charged with the responsibility of the YYJ operations. Please include a statement of work for this person.

3. TABLE OF CONTENTS

List in table format, by page numbers, all sections, sub-sections and appendices of the Proposal.

4. PERFORMANCE BOND/LETTER OF CREDIT

Provide a letter of surety and undertaking that the Proponent if successful, will be able to provide the following: A satisfactory Irrevocable Letter of Credit, equal to five (5%) percent of the total Fixed Management Fee for the Initial Term of the Contract. Details of the Letter of Credit can be found under Schedule D of the draft Contract attached to this RFP at Appendix H.

5. EVIDENCE OF INSURABILITY

Letter from the Proponent's insurer confirming that, if successful, the Proponent will be able to meet the insurance requirements as specified under Schedule D of the draft Contract- *CONTRACT SECURITY AND INSURANCE*, which Contract is attached to this RFP at Appendix H.

6. WORK SAFE BC

The Proponent must provide written proof of registration and good standing with Work Safe BC or in the case of Proponents outside of British Columbia, an indication that the Proponent understands and will meet the requirements of Work Safe BC. The successful Proponent will be required to provide written proof of registration and good standing with Work Safe BC before the June 1st, 2025, Contract commencement.

7. MUNICIPAL LICENSE

Provide written confirmation of the Proponent's ability to obtain a business license to manage and operate the Parking Facilities.

8. QUALIFICATIONS AND COMPETENCY

- Provide a minimum of three (3) references, including contact names, telephone numbers, and email addresses for the parking lot operations similar in capacity and comparable equipment systems.
- Please indicate the size of the facility, the length of time the facilities have been operated, the type of equipment used and whether the facilities are still operated by the Proponent.

9. MANAGEMENT AND OPERATIONS PLAN

To support the Financial Plan in Schedule Five, the Proponents will provide a Management and Operations Plan. This plan should include all assumptions and key hypotheses supporting the financial projections stated.

The financial projections should be based upon the Proponent's best estimates with respect to the likely future operating results. The forecasts must be realistic and reasonable.

The Management and Operations Plan will also include the following:

Staffing and Service

- Attach an organizational chart showing the proposed supervisory structure for operations at the Airport. Identify head office personal and indicate their role as it relates to the proposed Services.
- Provide details on how the Proponent proposes to staff the operation on a daily, weekly, and seasonal basis.
- Provide details on how the Proponent will evaluate potential staff before they are selected for hire. The Proponents staffing policy will be clearly indicated, including a proposed schedule of salaries, wages and benefits, with benefits expressed as a percent of the basic salary and wage costs. Include details on the type of benefits the Proponent will be providing to staff performing the Services.
- Proponents should identify opportunities for Indigenous business engagement, skills training and employment in their Proposals.
- Shuttle Service is required during peak parking demand dates such as Thanksgiving and Christmas. Currently, the shuttle service is contracted through a third party.

Customer Service Plan

- Provide a description of current training systems in place.
- Describe plans to meet the requirements of the Official Languages Act.
- Describe customer value-added initiatives.
- Describe customer complaint resolution process.
- Include a copy of your customer service policy and training practices.

Curbside Management Program

- Describe the plan to develop and implement a Curbside Management Program.

Statistical Reporting

- VAA developed and currently manages its own statistical reporting for parking such as daily occupancy reports and passage reports. Please describe the approach you would take in order to provide accurate and timely statistics to VAA.

Examples of current reports can be found in Appendix E- Sample Reports.

YYJ Parking Permit Programs

- Provide details on who would be responsible for this program which includes managing employee, commuter and monthly parking permits.
- Currently VAA manages the invoicing and payments for these programs. VAA expects to turn this over to the successful Proponent. Please describe how you would approach the financial transition and how you would report the Revenue to VAA.

Marketing Program

- Outline your proposed advertising, promotional programs and customer service enhancements. It is expected that the successful Proponent would budget 0.5% of public parking related Revenue to Marketing Strategies.

Accessibility

- Does your organization have internal disability training programs? If so, please provide a summary of these programs.
- What are your organization's policies and procedures for hiring, onboarding, and accommodating employees with disabilities?
- Please provide a summary of how the Proponent plans on maintaining accessibility training programs including renewal frequency.
- If applicable, please provide a summary of equipment options the Proponent has for any proposed equipment and/or fleet.

Safety and Security

- Provide a statement indicating how cash and negotiable instruments will be transported and safeguarded.
- Describe how the Proponent will implement a comprehensive safety program to ensure passengers can safely navigate the parking lots and access their vehicles. This program should address the unique challenges posed by the layout and distance of the parking lots from the Air Terminal Building, ensuring a secure and comfortable experience for all users.

Parking Equipment Operations

- Describe what parking equipment you have experience with and based on the Skidata and Flowbird equipment currently in use, and what equipment would the Proponent recommend enhancing or replace existing equipment if it was advantageous for YYJ to do so. The Net Book Value of the current equipment is detailed in Appendix D- Parking Lot Equipment List.

- What is the future of technology applications and how could they be applied here?
- Review the Parking Facility current lot layouts and describe how they may be improved to enhance efficiency, wayfinding and effectiveness.
- Make suggestions for increasing Revenue and maintaining or enhancing the customer experience, including capital investments.
- Provide details of enforcement policies and associated technology requirements, abandoned vehicles policies, anticipated number of daily patrols and utilization of the LPR system as the basis for issuing a violation or honor notice.

10. FINANCIAL REQUIREMENTS

- The Authority is seeking Contract pricing primarily based on a Fixed Management Fee which includes items such as ice control, snow removal, and providing a seasonal shuttle service, operating at a minimum, from December 22nd through January 15th (dates are adjustable depending on the day of the week Christmas falls) between the hours of 4 am to after last flight arrival (approx. 1 am).
- Process for handling, picking up, reconciling and depositing of monies and receipts.
- Internal process controls designed to safeguard these assets.

Financial Reporting

- A sophisticated financial reporting system must be employed in the operation of the Service. Proponents will indicate the system they would employ and how the system will clearly separate various sources of income.
- The audit function of the Proponent's operation is of particular importance to the Authority. Proponents will indicate the internal controls and audit methods that are proposed, the frequency with which audit reports will be conducted and submitted to the Authority and the methods by which the Authority will be able to verify the audit information. Victoria Airport Authority will have the right of audit.

11. TRANSITION PLAN

The Proposal must include a comprehensive transition plan outlining how the Proponent intends to assume responsibility for operating the Parking Facilities. If the incumbent contractor is the successful Proponent, the transition plan should address how they will implement any new requirements outlined in this RFP that differ from their current Contract. Any costs associated with establishing operations in the Parking Facilities will be the sole responsibility of the successful Proponent and must not be passed on to the Authority.

**SCHEDULE FIVE
FINANCIAL PROPOSAL FORM**

EXCEL WORKBOOK PROVIDED AS A SEPARATE DOCUMENT TO THIS RFP

**IT MUST BE SUBMITTED AS AN EXCEL WORKBOOK AS PART OF
THE PROPONENT'S PROPOSAL**

**SCHEDULE SIX
PROPONENT'S DECLARATION**

The Proponent confirms it has obtained and carefully examined all documents comprising this Request for Proposal (RFP) including all addenda issued by the Victoria Airport Authority (Authority).

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 License 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, License 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.

EXECUTED THIS _____ DAY OF _____, 2025 AT _____ (Company Location)

LEGAL SEAL OF CORPORATION (IF REQUIRED)

WITNESS SIGNATURE

PROPONENT AUTHORIZED SIGNATURE

WITNESS NAME

NAME OF PROPONENT SIGNING OFFICER

ADDRESS

LEGAL NAME OF PROPONENT

CITY, PROVINCE/STATE, POSTAL CODE/ZIP CODE

ADDRESS OF PROPONENT

CITY, PROVINCE/STATE, POSTAL CODE/ZIP CODE

CONTACT TELEPHONE NUMBER

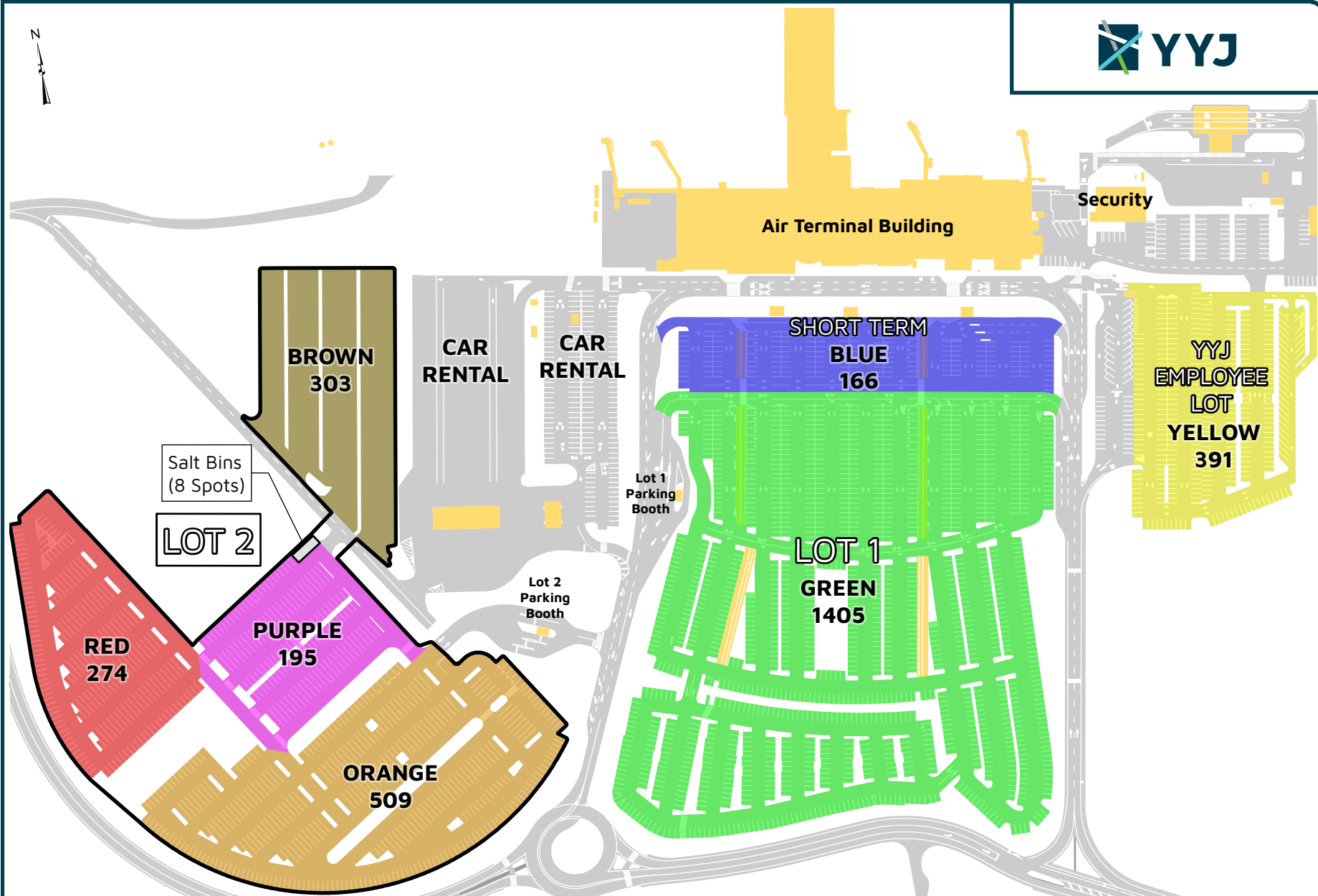
CONTACT FAX NUMBER

E-MAIL ADDRESS

**SCHEDULE SEVEN
NEW PARTY CONTACT INFORMATION FORM**

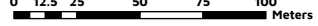
REQUIRED INFORMATION		
LEGAL NAME OF PARTY TO PUT ON CONTRACT		
ADDRESS FOR LEGAL NOTICES AND TO USE IN THE CONTRACT		
KEY CONTACT FOR LEGAL/CONTRACT FILE	NAME & TITLE	
	EMAIL ADDRESS	
	PHONE NUMBER	
	ADDRESS, IF DIFFERENT FROM ABOVE	
FINANCIAL/ACCOUNTING CONTACT, IF DIFFERENT FROM ABOVE	NAME & TITLE	
	EMAIL ADDRESS	
	PHONE NUMBER	
	ADDRESS, IF DIFFERENT FROM ABOVE	
ON-SITE CONTACT, IF DIFFERENT FROM ABOVE	NAME & TITLE	
	EMAIL ADDRESS	
	PHONE NUMBER	
	ADDRESS, IF DIFFERENT FROM ABOVE	
OTHER	NAME & TITLE	
	EMAIL ADDRESS	
	PHONE NUMBER	
	ADDRESS, IF DIFFERENT FROM ABOVE	

**APPENDIX A
YYJ PARKING FACILITIES**



PUBLIC LOTS

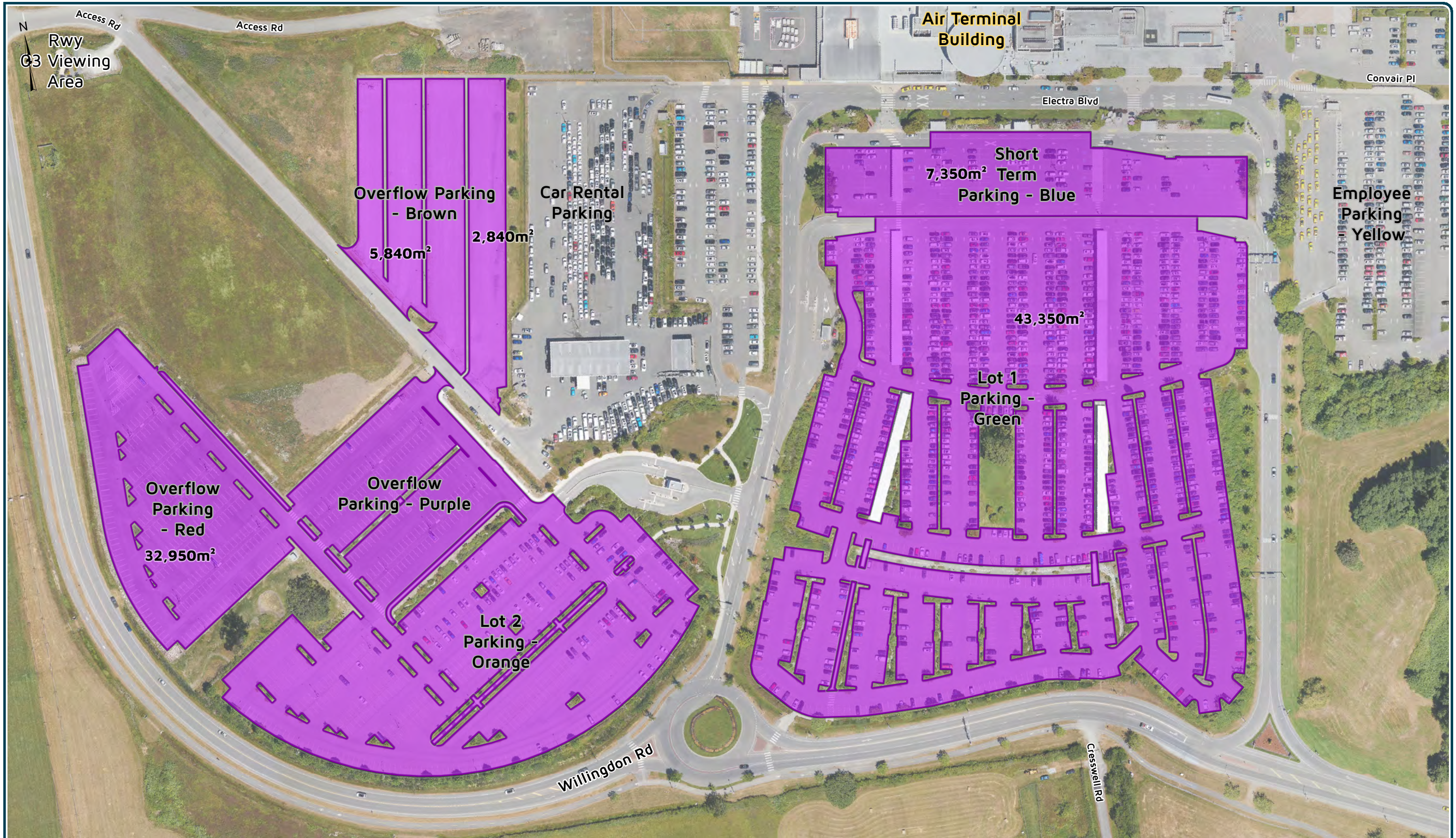
Lot 1 Capacity = 1,405
 Lot 2 Capacity = 1,281
Total Stalls = 2,686

Title	
PARKING CAPACITY	
Scale	0 12.5 25 50 75 100 Meters
1:3,000	
Drawn By	Date
T. ALBERT	January 20, 2025

APPENDIX B
PARKING LOT RATES- EFFECTIVE MARCH 1, 2025

Short-Term (2 hrs)	Notes
\$4.00 for 2 Hours Flat Fee	Pay on Entry – Cash, Credit, Google Pay, Apple Pay GST included
Daily Parking	Notes
\$1.00 per Half Hour	Pay on Exit, Cash Credit, Google Pay, Apple Pay ParkedIn Mobile App Credit Card Tap In and Tap Out GST included
\$18.00/Day Maximum for EACH of the first 5 days, \$9.00 for EACH additional day.	
Monthly Parking Rate	\$200.00 per month + GST
Airline Commuter (Employee Lot)	\$540.00 per year + GST payable in advance
Employee Parking	\$30 per month per employee + GST Invoiced monthly to Employers

APPENDIX C
ICE CONTROL AND SNOW CLEARING MAP



Legend
 Snow Removal and Ice Control

No.	Description	Date	Drawn	App'd



Drawn By	T. ALBERT	Check By	
Date	November 25, 2024	Revision	
Scale	0 5 10 20 30 40	Sheet No.	
1:1,750		Meters	

Title
**PARKING MANAGEMENT
 CONTRACTOR
 SNOW REMOVAL AND ICE CONTROL**

APPENDIX D PARKING EQUIPMENT LIST

This Appendix is a summary of SKIDATA, FLOWBIRD and related Parking Equipment provided by the VAA. VAA is responsible for repair and maintenance of all parking equipment specified on the following pages during the term of an Agreement. The Contractor is responsible for monitoring the equipment and reporting any observed conditions that require maintenance intervention by VAA.

As of December 31st, 2024, the equipment has a current Net Book Value (NBV) of approximately \$1.47 M for the long-term and employee lot equipment and \$71 K for the short-term lot equipment.

Note: SKIDATA equipment was installed in December 2020 and FLOWBIRD equipment was installed in August 2023.

VICTORIA INTERNATIONAL AIRPORT (YYJ)

Site Address: 1640 Electra Blvd, Sidney, BC V8L 5V4

Facility Code: 1711472

Software:

- Short-Term- Flowbird and Hesion LPR
- Long-Term and Employee Lot- Skidata and Hesion LPR

Long-Term Lot 1 (Green Lot) Cashier Booth

Green Lot Cashier Booth	Equipment Number	Description
	GB-MPS-WS	Workstation
	GB-MPS-CD	Cash Drawer
	GB-MPS-DC	Desktop Coder (to print tickets & receipts)
	GB-MPS-HH	IPP320 Handheld (to receive card payments)
	GB-SA-WS	Stand alone Workstation to access Skidata

Long-Term Lot 2 (Orange Lot) Cashier Booth

Orange Lot Cashier Booth	Equipment Number	Description
	OB-MPS-WS	Workstation
	OB-MPS-CD	Cash Drawer
	OB-MPS-DC	Desktop Coder (to print tickets & receipts)
	OB-MPS-HH	IPP320 Handheld (to receive card payments)

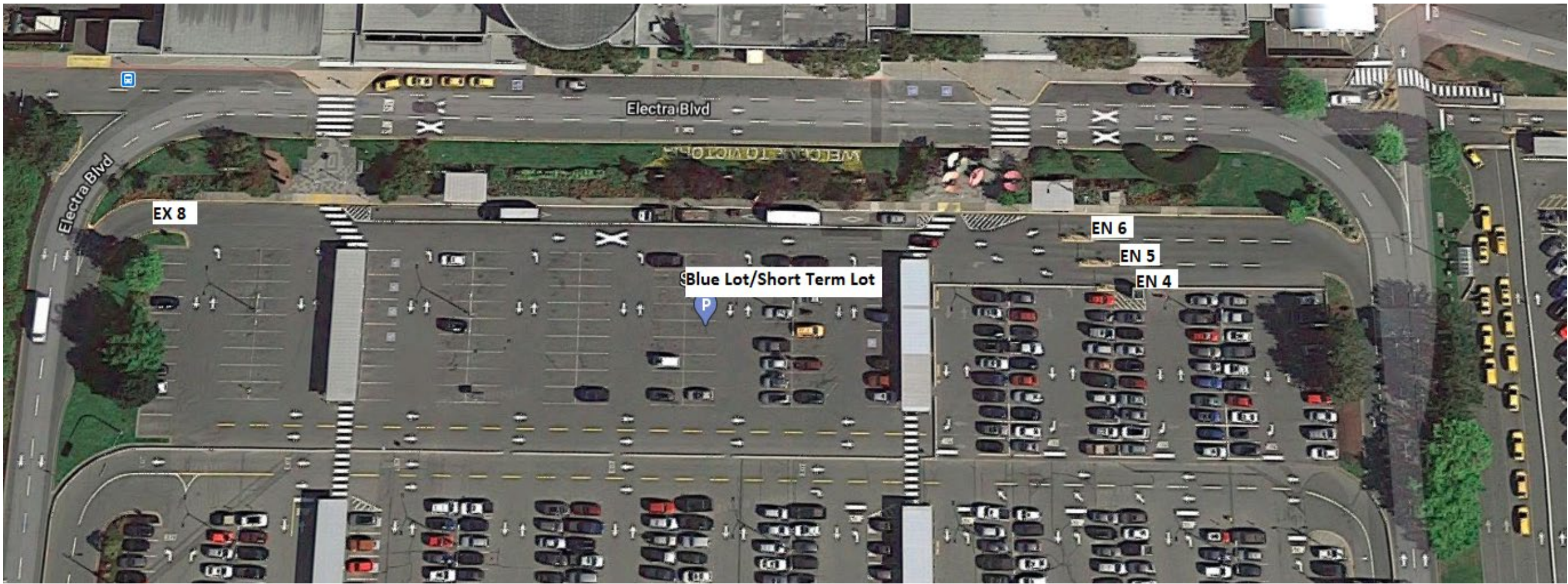
Short-Term Lot (Blue Lot)

Entry Lane 4	Equipment Number	Description
	B-EN-4	Pay at Entry Column
	B-BG-EN-4	Barrier Gate
	B-LPR-EN-4	LPR

Entry Lane 5	Equipment Number	Description
	B-EN-5	Pay at Entry Column
	B-BG-EN-5	Barrier Gate
	B-LPR-EN-5	LPR

Entry Lane 6	Equipment Number	Description
	B-EN-6	Pay at Entry Column
	B-BG-EN-6	Barrier Gate
	B-LPR-EN-6	LPR
	B-PROX-EN-6	Prox Card Access Pedestal with Truck Access

Exit 8	Equipment Number	Description
	B-BG-EX-8	Automatic Open Barrier Gate
	B-LPR-EX-8	LPR (not currently in operation)



Long -Term Lot (Green Lot)

Entry Lane 2	Equipment Number	Description
	G-EN-2A	Entry Column
	G-EN-2B	Entry Column
	G-BG-EN-2	Barrier Gate
	G-LPR-EN-2	LPR
	G-PROX-EN-2	Prox Card Access Pedestal

Entry Lane 3	Equipment Number	Description
	G-EN-3A	Entry Column
	G-EN-3B	Entry Column
	G-BG-EN-3	Barrier Gate
	G-LPR-EN-3	LPR
	G-PROX-EN-3	Prox Card Access Pedestal

Exit 2 (Booth Lane)	Equipment Number	Description
	G-EX-2	Exit Column
	G-BG-EX-2A	Barrier Gate
	G-BG-EX-2B	Standalone Barrier located to east of booth. Manual up and down key
	G-LPR-EX-2	LPR
	G-PROX-EX-2	Prox Card Access Pedestal

Exit 3	Equipment Number	Description
	G-EX-3A	Exit Column
	G-EX-3B	Exit Column
	G-BG-EX-3	Barrier Gate
	G-LPR-EX-3	LPR
	G-PROX-EX-3	Prox Card Access Pedestal

Exit 4	Equipment Number	Description
	G-EX-4A	Exit Column
	G-EX-4B	Exit Column
	G-BG-EX-4	Barrier Gate
	G-LPR-EX-4	LPR
	G-PROX-EX-4	Prox Card Access Pedestal



Long -Term Lot 2 (Orange Lot)

Entry Lane 7	Equipment Number	Description
	O-EN-7A	Entry Column
	O-EN-7B	Entry Column
	O-BG-EN-7	Barrier Gate
	O-LPR-EN-7	LPR
	O-PROX-EN-7	Prox Card Access Pedestal

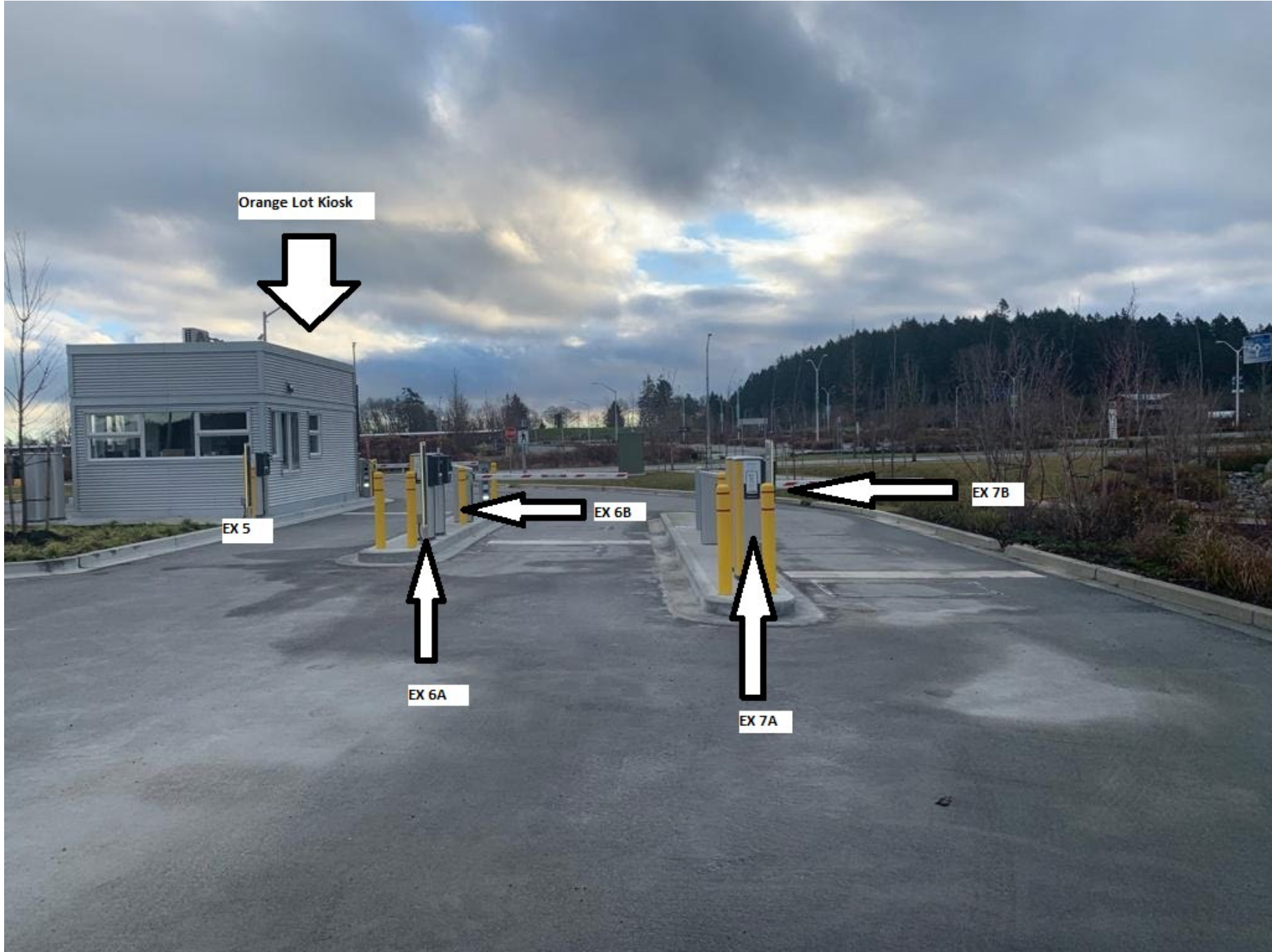
Entry Lane 8	Equipment Number	Description
	O-EN-8A	Entry Column
	O-EN-8B	Entry Column
	O-BG-EN-8	Barrier Gate
	O-LPR-EN-8	LPR
	O-PROX-EN-8	Prox Card Access Pedestal

Exit 5 (Booth Lane)	Equipment Number	Description
	O-EX-5	Exit Column
	O-BG-EX-5	Barrier Gate
	O-LPR-EX-5	LPR
	O-PROX-EX-5	Prox Card Access Pedestal

Exit 6	Equipment Number	Description
	O-EX-6A	Exit Column
	O-EX-6B	Exit Column
	O-BG-EX-6	Barrier Gate
	O-LPR-EX-6	LPR
	O-PROX-EX-6	Prox Card Access Pedestal

Exit 7	Equipment Number	Description
	O-EX-7A	Exit Column
	O-EX-7B	Exit Column
	O-BG-EX-7	Barrier Gate
	O-LPR-EX-7	LPR
	O-PROX-EX-7	Prox Card Access Pedestal





Employee Lot (Yellow Lot)

Entry Lane 1	Equipment Number	Description
	Y-PROX-EN-1	Prox Card Access Pedestal
	Y-BG-EN-1	Barrier Gate
	Y-LPR-EN-1	LPR

Exit 1	Equipment Number	Description
	Y-PROX-EX-1	Prox Card Access Pedestal
	Y-BG-EX-1	Barrier Gate
	Y-LPR-EX-1	LPR



APPENDIX E
SAMPLE REPORTS

Sample of Flowbird Daily Report (single page) for Short-Term Lot

Purchases							
Active Filter: Purchase Date Local Dynamic Time Span Yesterday And Company In Range Victoria Airport Authority, BC And Purchase State = Completed							
Terminal - Terminal ID	Pay Unit - Name	Node	Purchase Date Local	Amount	Article Name	Article ID	Tariff Package - Name
Short Term 2	SmartCoinAcceptor	Blue Lot	2025-02-12 7:33:03 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 7:29:13 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	SmartCoinAcceptor	Blue Lot	2025-02-12 7:27:09 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	SmartCoinAcceptor	Blue Lot	2025-02-12 7:16:56 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	None	Blue Lot	2025-02-12 7:14:43 PM	0.00	YYJ_Free2Hrs	1	YYJ_Free2Hrs
Short Term 2	SmartCoinAcceptor	Blue Lot	2025-02-12 7:14:00 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 7:08:21 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	SmartCoinAcceptor	Blue Lot	2025-02-12 7:08:14 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 1	SmartCoinAcceptor	Blue Lot	2025-02-12 7:08:04 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 7:06:42 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	None	Blue Lot	2025-02-12 7:00:29 PM	0.00	YYJ_Free2Hrs	1	YYJ_Free2Hrs
Short Term 3	SmartCoinAcceptor	Blue Lot	2025-02-12 7:00:21 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:58:17 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:54:20 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:53:36 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	SmartCoinAcceptor	Blue Lot	2025-02-12 6:47:02 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:46:52 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:44:29 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:43:41 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 1	SmartCoinAcceptor	Blue Lot	2025-02-12 6:42:55 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 1	SmartCoinAcceptor	Blue Lot	2025-02-12 6:41:51 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 2	Moneris DirectConnect EMV	Blue Lot	2025-02-12 6:40:42 PM	2.00	Gate Tariff	0	YYJ_1flatfee
Short Term 3	None	Blue Lot	2025-02-12 6:36:53 PM	0.00	YYJ_Free2Hrs	1	YYJ_Free2Hrs
Short Term 2	SmartCoinAcceptor	Blue Lot	2025-02-12 6:35:23 PM	2.00	Gate Tariff	0	YYJ_1flatfee

Sample of Daily Occupancy Report by hour for Employee Lot

Day	Date	Hourly Occupancy																							
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Sunday	01-Dec	169	163	156	197	205	211	222	228	240	248	251	250	241	244	214	213	204	208	205	204	196	184	176	163
Monday	02-Dec	183	173	157	209	211	220	237	266	294	294	297	299	290	281	250	236	222	199	189	177	166	166	164	152
Tuesday	03-Dec	177	153	153	203	215	225	242	262	278	283	296	295	280	276	246	239	222	195	194	185	170	161	159	148
Wednesday	04-Dec	175	150	151	209	215	225	245	264	282	288	297	302	296	295	268	247	235	203	195	194	182	174	165	156
Thursday	05-Dec	172	159	154	190	199	206	216	244	261	274	279	283	266	259	233	223	211	191	191	184	172	155	157	151
Friday	06-Dec	174	141	141	192	199	209	225	243	260	265	269	273	269	264	244	236	219	204	200	201	188	174	170	167
Saturday	07-Dec	190	183	158	209	221	223	227	242	246	251	254	254	251	251	218	207	199	197	193	195	181	168	165	158
Sunday	08-Dec	166	156	153	202	210	216	221	234	244	256	254	255	243	242	216	214	205	203	203	196	180	165	164	153
Monday	09-Dec	174	149	148	201	206	217	232	257	279	283	290	291	284	285	251	241	229	207	204	200	187	176	174	167
Tuesday	10-Dec	180	161	163	214	218	228	235	250	269	282	285	289	276	276	240	238	223	200	199	185	168	161	155	143
Wednesday	11-Dec	155	144	148	198	208	220	236	259	275	281	279	283	274	272	243	232	220	193	191	189	171	163	163	159
Thursday	12-Dec	184	154	153	203	213	227	241	255	266	277	275	275	260	247	214	210	192	177	179	172	163	160	156	146
Friday	13-Dec	170	145	142	193	200	207	218	225	238	246	254	254	241	234	208	195	186	176	172	163	147	140	142	131
Saturday	14-Dec	164	138	139	189	198	201	207	210	221	223	220	228	218	213	185	175	172	163	165	154	140	131	133	130
Sunday	15-Dec	134	123	123	171	178	185	196	204	213	218	217	212	200	201	186	179	173	169	173	170	161	143	142	131
Monday	16-Dec	146	118	119	172	176	185	205	222	229	238	238	235	232	225	205	194	172	168	162	155	146	133	136	122
Tuesday	17-Dec	138	128	122	175	183	194	214	231	248	258	260	259	250	244	221	198	180	168	159	151	142	132	131	119
Wednesday	18-Dec	159	138	138	181	194	203	213	237	252	261	269	273	267	257	234	216	206	188	186	184	180	172	167	156
Thursday	19-Dec	178	153	148	205	218	224	239	264	277	287	284	281	258	259	232	223	207	192	185	181	168	157	157	153
Friday	20-Dec	174	143	146	192	199	210	215	232	240	248	253	256	243	245	218	202	188	183	186	185	175	158	160	154
Saturday	21-Dec	129	123	113	152	156	170	174	191	203	213	210	216	205	199	171	164	153	137	133	131	117	111	112	103
Sunday	22-Dec	118	112	109	134	147	156	166	179	187	193	198	202	190	191	166	161	147	142	143	140	127	113	112	103
Monday	23-Dec	113	98	91	143	153	161	168	189	196	205	207	212	196	195	173	159	139	133	132	125	107	100	99	92
Tuesday	24-Dec	119	114	104	137	147	152	170	187	192	201	201	204	182	177	163	146	134	126	125	124	113	107	106	103
Wednesday	25-Dec	112	88	89	135	142	146	155	161	159	159	157	162	148	146	129	124	115	119	118	119	112	111	113	109
Thursday	26-Dec	113	86	89	140	146	152	160	177	187	201	194	198	185	185	164	152	134	133	132	129	117	105	107	101
Friday	27-Dec	110	81	78	133	138	147	157	183	191	197	197	198	185	184	176	156	142	125	127	127	123	103	106	100
Saturday	28-Dec	121	101	93	140	145	150	151	163	180	185	187	198	181	174	156	153	136	131	133	128	119	112	110	101
Sunday	29-Dec	119	93	87	141	150	159	167	179	191	196	194	201	188	187	165	156	141	137	141	144	130	120	113	103
Monday	30-Dec	113	106	106	144	147	155	166	196	210	217	217	212	198	190	175	156	147	130	128	124	109	98	96	89
Tuesday	31-Dec	115	84	86	139	148	158	167	195	207	219	219	220	205	202	170	162	145	133	134	129	118	109	102	94

																										12.70% % Passengers Parking		
Day	Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Friday	13-Dec	entrances	0	0	0	13	36	19	19	37	29	24	9	13	15	19	14	5	13	19	18	3	2	8	1	0	316	Lot 1 Entrances
		entrances	0	1	0	3	1	1	2	0	3	1	0	0	1	1	2	1	0	1	1	0	0	1	1	0	21	Lot 2 Entrances
																											337	Total Entrances
		exits	14	0	0	1	0	0	1	0	5	14	9	24	12	3	6	34	8	14	9	45	12	2	2	44	259	Lot 1 Exits
		exits	0	1	0	1	0	0	2	0	0	2	1	1	0	1	3	3	0	0	3	15	0	1	0	4	38	Lot 2 Exits
																											297	Total Exits
		Occupancy		1225	1225	1225	1239	1276	1296	1314	1351	1378	1387	1386	1374	1378	1394	1401	1370	1375	1381	1388	1331	1321	1327	1327	1279	2966
																										11.36% % Passengers Parking		
Saturday	14-Dec	entrances	1	0	3	18	31	10	16	15	9	11	10	8	9	18	5	3	5	4	7	3	2	0	0	0	188	Lot 1 Entrances
		entrances	0	0	1	1	0	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	Lot 2 Entrances
																											194	Total Entrances
		exits	13	0	1	0	0	2	0	2	4	10	6	18	9	5	29	8	3	12	9	19	4	2	0	34	190	Lot 1 Exits
		exits	3	0	1	0	0	0	1	0	1	1	0	0	0	0	1	0	0	0	2	1	0	0	0	7	18	Lot 2 Exits
																											208	Total Exits
		Occupancy		1264	1264	1266	1285	1316	1324	1341	1355	1359	1360	1364	1354	1354	1367	1342	1337	1339	1331	1327	1310	1308	1306	1306	1265	2169
																										8.94% % Passengers Parking		
Sunday	15-Dec	entrances	0	0	0	11	33	17	13	3	15	23	11	6	14	22	6	7	12	10	6	4	2	4	3	0	222	Lot 1 Entrances
		entrances	0	0	0	1	2	0	0	0	0	1	0	0	0	1	0	0	1	0	2	0	0	0	0	0	8	Lot 2 Entrances
																											230	Total Entrances
		exits	18	0	0	0	0	0	2	1	1	25	39	25	2	12	35	14	1	37	16	30	24	7	9	43	341	Lot 1 Exits
		exits	2	0	0	0	0	1	0	0	0	1	2	0	0	0	2	1	1	1	0	2	6	12	0	4	35	Lot 2 Exits
																											376	Total Exits
		Occupancy		1245	1245	1245	1257	1292	1308	1319	1321	1335	1333	1303	1284	1296	1307	1276	1268	1279	1251	1243	1215	1187	1172	1166	1119	2811
																										8.18% % Passengers Parking		
Monday	16-Dec	entrances	1	0	2	10	47	12	15	19	33	37	12	6	8	16	6	7	7	11	5	4	2	2	0	1	263	Lot 1 Entrances
		entrances	0	0	0	0	1	1	1	0	0	1	0	0	0	0	1	1	0	1	1	0	0	0	0	0	8	Lot 2 Entrances
																											271	Total Entrances
		exits	18	0	1	0	0	0	0	1	5	26	9	37	3	4	39	20	3	9	14	31	33	0	7	29	289	Lot 1 Exits
		exits	2	1	0	0	0	0	1	0	0	4	1	2	0	0	1	3	0	1	1	2	0	0	0	0	19	Lot 2 Exits
																											308	Total Exits
		Occupancy		1100	1099	1100	1110	1158	1171	1186	1204	1232	1240	1242	1209	1214	1226	1193	1178	1182	1184	1175	1146	1115	1117	1110	1082	2792
																										9.71% % Passengers Parking		
Tuesday	17-Dec	entrances	0	0	1	18	30	10	15	18	14	24	20	10	18	16	11	3	3	7	8	4	1	3	0	1	235	Lot 1 Entrances
		entrances	0	0	1	0	4	1	2	0	0	1	0	1	0	0	0	1	0	1	2	1	0	0	0	0	15	Lot 2 Entrances
																											250	Total Entrances
		exits	36	0	1	0	0	0	1	1	1	22	6	14	10	5	17	4	3	3	15	12	13	29	1	16	210	Lot 1 Exits
		exits	3	0	1	0	0	0	2	0	1	0	1	0	0	0	2	1	0	0	0	1	0	1	0	0	13	Lot 2 Exits
																											223	Total Exits
		Occupancy		1043	1043	1043	1061	1095	1106	1120	1137	1149	1152	1165	1162	1170	1181	1173	1172	1172	1177	1172	1164	1152	1125	1124	1109	2430
																										10.29% % Passengers Parking		
Wednesday	18-Dec	entrances	0	1	2	24	23	8	17	29	16	23	20	4	12	13	8	9	5	8	12	7	2	8	8	0	259	Lot 1 Entrances
		entrances	0	0	1	1	2	0	1	0	3	0	1	1	1	0	0	1	0	1	0	0	0	1	0	0	14	Lot 2 Entrances
																											273	Total Entrances
		exits	14	13	5	1	1	0	1	4	2	16	9	21	8	6	8	19	8	2	7	17	6	17	5	39	229	Lot 1 Exits
		exits	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	1	7	Lot 2 Exits
																											236	Total Exits
		Occupancy		1095	1083	1080	1104	1127	1135	1151	1176	1193	1199	1211	1195	1200	1207	1207	1196	1193	1200	1205	1195	1191	1183	1186	1146	2688

APPENDIX F
PASSENGER ACTIVITY AND MARKET INFORMATION

**APPENDIX F
PASSENGER ACTIVITY AND MARKET INFORMATION**

Historical Passenger Activity

(Generally, a 50/50 split between Enplaned & Deplaned Passengers at Victoria).

Year	*2020	*2021	2022	2023	2024
Total Passengers					
Domestic	518,360	670,592	1,413,781	1,654,044	1,678,176
Transborder	31,292	2,939	63,041	68,688	149,980
International	25,222	217	13,217	19,618	43,877
Total	574,874	673,748	1,490,039	1,742,350	1,872,033

**Covid restrictions heavily impacted passenger volume with transborder/international travel restrictions*

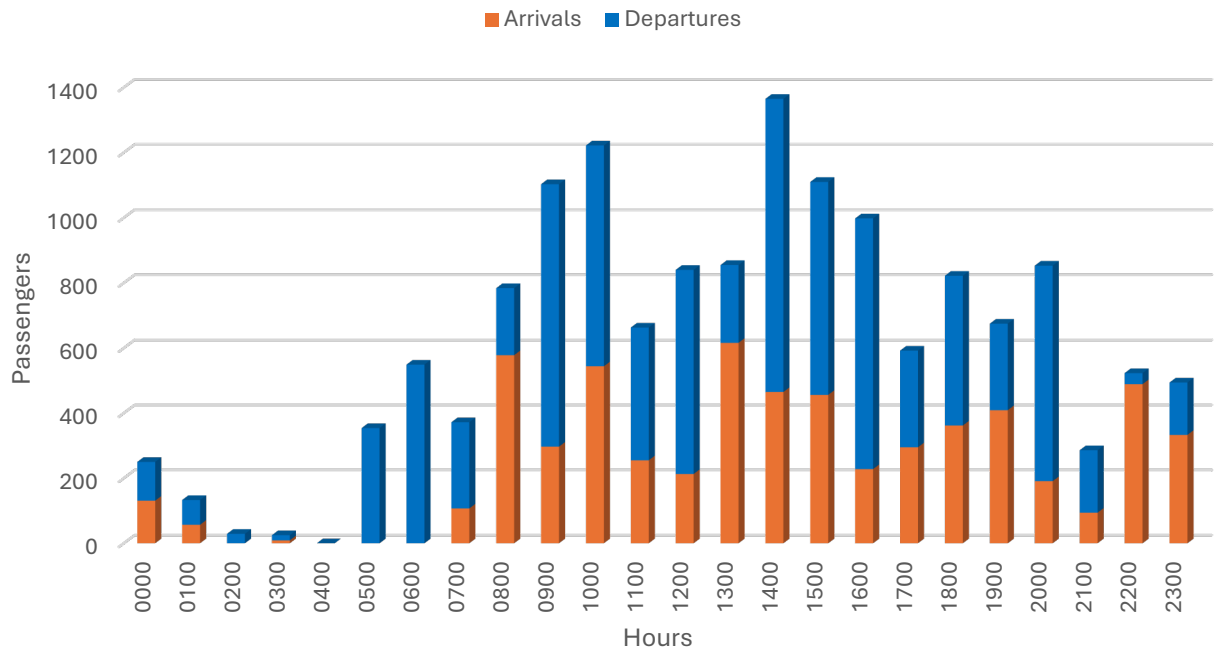
Forecasts of Enplaned and Deplaned Passengers at Victoria

(Source: Victoria Airport Authority)

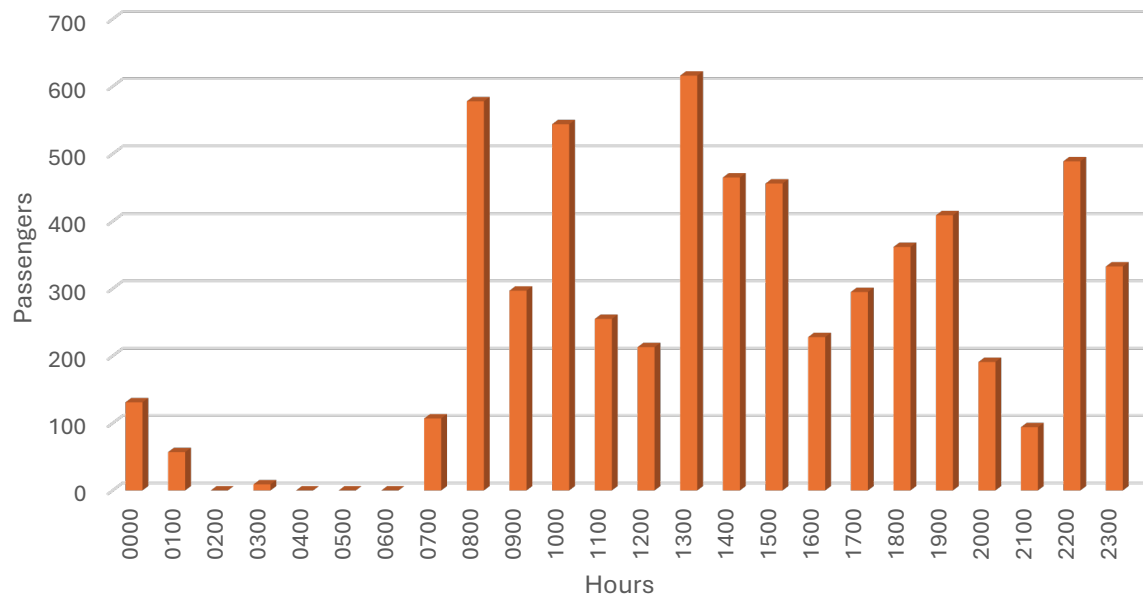
Year	Total Passengers	Growth %
2024	1,858,035	6.6%
2025	1,974,424	6.3%
2026	2,096,518	6.2%
2027	2,159,413	3.0%
2028	2,224,196	3.0%

Note: Proponents should interpret the passenger information with their own expectations and with the understanding that the Authority assumes no responsibility for any deviations from the forecasts suggested.

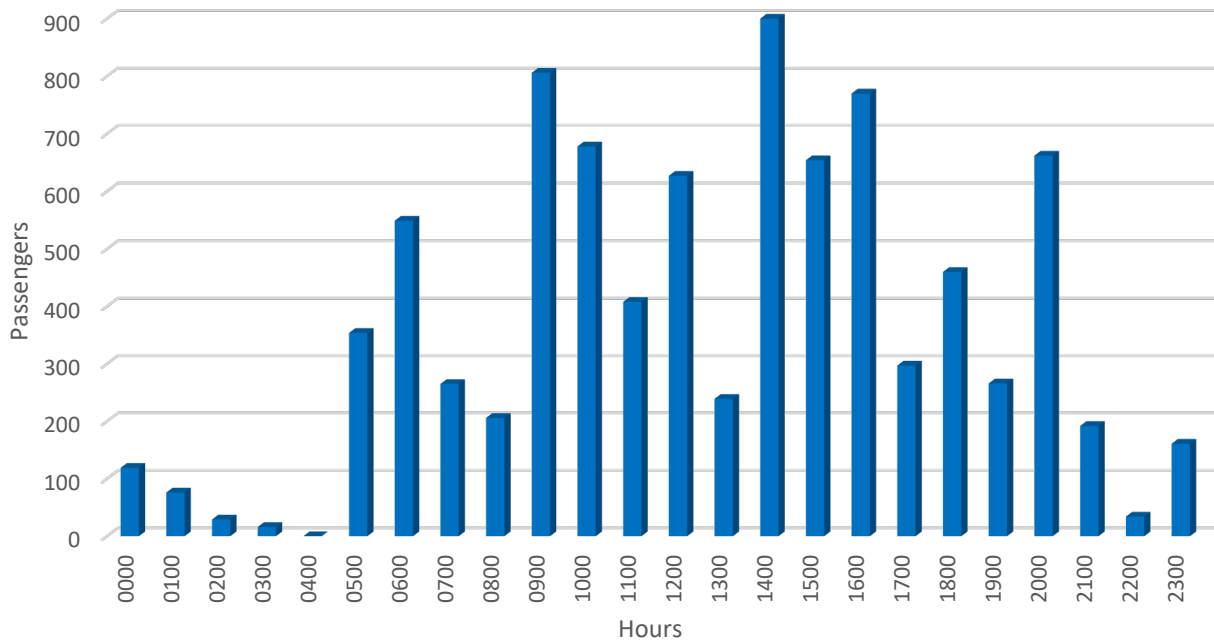
Estimated Passengers by Hour



Estimated Arrival Passengers by Hour



Estimated Departing Passengers by Hour



Traffic Seasonality

Historically, the Airport experiences its highest traffic level in the summer (August) and its lowest traffic level in the winter (February).

Airline Operations

WestJet and Air Canada are the largest carriers providing 78% of the seat capacity, followed by Alaska Airlines, Pacific Coastal, Porter, Air North, Harbour Air, our Charters and other scheduled small carriers.

Disclaimer of Liability:

The Authority does not warrant or guarantee the statistics provided and assumes no responsibility or liability whether direct or indirect, as to the accuracy or quality of the statistics, nor for any consequence of their use.

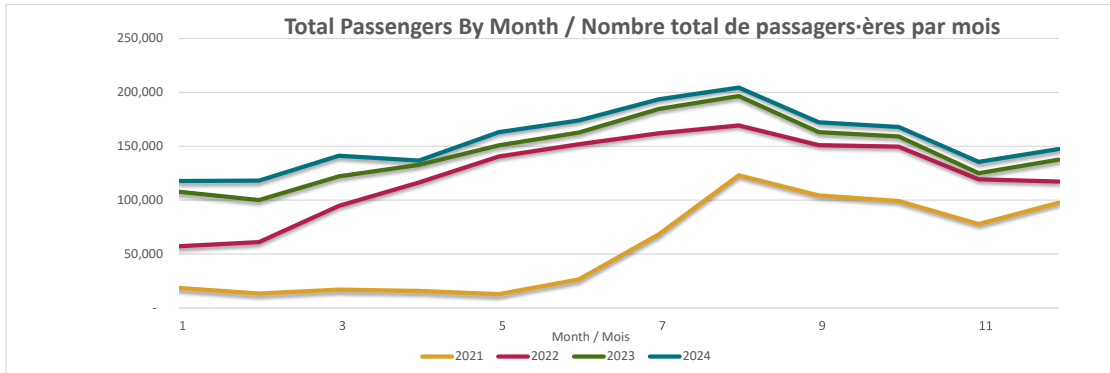
Note:

A variety of additional information about Victoria International Airport can be found on-line at www.victoriaairport.com/library.



Victoria International Airport / Aéroport international de Victoria
Passenger Statistics / Statistiques sur les passagers-ères

		2021	% Change changement	2022	% Change changement	2023	% Change changement	2024	% Change changement
January Janvier	Domestic / Vols intérieurs	18,396	(83.3%)	53,802	192.5%	101,467	88.6%	104,764	3.2%
	Transborder / Vols transfrontaliers	-	(100.0%)	1,695	100.0%	3,996	135.8%	6,038	51.1%
	International / Vols internationaux	-	(100.0%)	1,684	100.0%	2,231	32.5%	6,935	210.8%
	Total	18,396	(86.1%)	57,181	210.8%	107,694	88.3%	117,737	9.3%
February Février	Domestic / Vols intérieurs	13,388	(87.8%)	57,012	325.8%	94,444	65.7%	102,391	8.4%
	Transborder / Vols transfrontaliers	-	(100.0%)	1,691	100.0%	3,034	79.4%	9,291	206.2%
	International / Vols internationaux	-	(100.0%)	2,301	100.0%	2,568	11.6%	6,500	153.1%
	Total	13,388	(89.9%)	61,004	355.7%	100,046	64.0%	118,182	18.1%
March Mars	Domestic / Vols intérieurs	16,900	(75.7%)	86,865	414.0%	117,058	34.8%	120,861	3.2%
	Transborder / Vols transfrontaliers	-	(100.0%)	5,234	100.0%	2,529	(51.7%)	13,633	439.1%
	International / Vols internationaux	-	(100.0%)	2,543	100.0%	2,548	0.2%	6,689	162.5%
	Total	16,900	(79.2%)	94,642	460.0%	122,135	29.0%	141,183	15.6%
April Avril	Domestic / Vols intérieurs	15,698	277.2%	107,477	584.7%	125,328	16.6%	118,016	(5.8%)
	Transborder / Vols transfrontaliers	-	(100.0%)	7,189	100.0%	4,009	(44.2%)	13,692	241.5%
	International / Vols internationaux	-	(100.0%)	1,756	100.0%	3,348	90.7%	5,040	50.5%
	Total	15,698	268.4%	116,422	641.6%	132,685	14.0%	136,748	3.1%
May Mai	Domestic / Vols intérieurs	12,746	92.1%	132,497	939.5%	146,595	10.6%	146,159	(0.3%)
	Transborder / Vols transfrontaliers	-	0.0%	7,947	100.0%	4,305	(45.8%)	15,356	256.7%
	International / Vols internationaux	-	0.0%	-	0.0%	-	0.0%	1,529	100.0%
	Total	12,746	92.1%	140,444	1001.9%	150,900	7.4%	163,044	8.0%
June Juin	Domestic / Vols intérieurs	26,332	96.0%	145,142	451.2%	157,258	8.3%	159,975	1.7%
	Transborder / Vols transfrontaliers	-	(100.0%)	6,753	100.0%	5,500	(18.6%)	13,990	154.4%
	International / Vols internationaux	-	(100.0%)	-	0.0%	-	0.0%	-	0.0%
	Total	26,332	96.0%	151,895	476.8%	162,758	7.2%	173,965	6.9%
July Juillet	Domestic / Vols intérieurs	68,292	100.5%	153,903	125.4%	177,667	15.4%	178,543	0.5%
	Transborder / Vols transfrontaliers	-	(100.0%)	8,099	100.0%	6,963	(14.0%)	15,051	116.2%
	International / Vols internationaux	-	(100.0%)	-	0.0%	-	0.0%	-	0.0%
	Total	68,292	100.5%	162,002	137.2%	184,630	14.0%	193,594	4.9%
August Août	Domestic / Vols intérieurs	123,024	162.4%	160,972	30.8%	189,299	17.6%	188,756	(0.3%)
	Transborder / Vols transfrontaliers	-	(100.0%)	8,354	100.0%	7,308	(12.5%)	15,710	115.0%
	International / Vols internationaux	-	(100.0%)	-	0.0%	-	0.0%	-	0.0%
	Total	123,024	162.4%	169,326	37.6%	196,607	16.1%	204,466	4.0%
September Septembre	Domestic / Vols intérieurs	104,378	177.2%	146,216	40.1%	154,599	5.7%	157,180	1.7%
	Transborder / Vols transfrontaliers	-	(100.0%)	4,789	100.0%	8,455	76.6%	15,116	78.8%
	International / Vols internationaux	-	(100.0%)	-	0.0%	-	0.0%	-	0.0%
	Total	104,378	177.2%	151,005	44.7%	163,054	8.0%	172,296	5.7%
October Octobre	Domestic / Vols intérieurs	99,127	157.7%	145,700	47.0%	149,194	2.4%	152,848	2.4%
	Transborder / Vols transfrontaliers	-	(100.0%)	3,959	100.0%	8,762	121.3%	13,493	54.0%
	International / Vols internationaux	-	(100.0%)	-	0.0%	1,192	0.0%	1,525	27.9%
	Total	99,127	157.7%	149,659	51.0%	159,148	6.3%	167,866	5.5%
November Novembre	Domestic / Vols intérieurs	77,736	204.9%	113,467	46.0%	113,625	0.1%	118,119	4.0%
	Transborder / Vols transfrontaliers	90	100.0%	3,665	3972.2%	7,074	93.0%	10,247	44.9%
	International / Vols internationaux	-	(100.0%)	2,164	100.0%	4,333	100.2%	7,177	65.6%
	Total	77,826	205.3%	119,296	53.3%	125,032	4.8%	135,543	8.4%
December Décembre	Domestic / Vols intérieurs	94,575	326.7%	110,728	17.1%	127,510	15.2%	130,564	2.4%
	Transborder / Vols transfrontaliers	2,849	100.0%	3,666	28.7%	6,753	84.2%	8,363	23.8%
	International / Vols internationaux	217	100.0%	2,769	1176.0%	3,398	22.7%	8,482	149.6%
	Total	97,641	340.6%	117,163	20.0%	137,661	17.5%	147,409	7.1%
TOTAL YTD TOTAL ANNÉE À CE JOUR	Domestic / Vols intérieurs	670,592	29.4%	1,413,781	110.8%	1,654,044	17.0%	1,678,176	1.5%
	Transborder / Vols transfrontaliers	2,939	(90.6%)	63,041	2045.0%	68,688	9.0%	149,980	118.3%
	International / Vols internationaux	217	(99.1%)	13,217	5990.8%	19,618	48.4%	43,877	123.7%
	Total	673,748	17.2%	1,490,039	121.2%	1,742,350	16.9%	1,872,033	7.4%





VICTORIA AIRPORT AUTHORITY
AIRPORT TRAFFIC REPORT / RAPPORT SUR LA CIRCULATION AÉROPORTUAIRE
AIRPORT IDENT: YYJ / IDENTIFICATION DE L'AÉROPORT : YYJ

CURRENT MONTH - December 2024 / MOIS ACTUEL - Décembre 2024

	2023	2024	% CHANGE % CHANGEMENT
Total Passengers Nombre total de passagers·ères	137,661	147,409	7.1%
Total Aircraft Movements Nombre total de mouvements d'aéronefs	5,916	6,169	*NOTE "REMARQUE 4.3%
Air Cargo (metric ton) Fret aérien (tonnes métriques)	4.4	4.6	3.7%

YEAR TO DATE FROM JANUARY / ANNÉE À CE JOUR DEPUIS JANVIER

	2023	2024	% CHANGE % CHANGEMENT
Total Passengers Nombre total de passagers·ères	1,742,350	1,872,033	7.4%
Total Aircraft Movements Nombre total de mouvements d'aéronefs	108,384	95,615	*NOTE "REMARQUE -11.8%
Air Cargo (metric ton) Fret aérien (tonnes métriques)	68.1	64.7	-5.0%

* - Local Movements may be estimated for months as stats are no longer available locally from the Air Traffic Control Tower. Actuals are updated when available from Statistics Canada.

* - Les mouvements locaux peuvent être estimés pour les mois, car les statistiques ne sont plus disponibles localement auprès de la tour de contrôle de la circulation aérienne. Les données réelles sont mises à jour lorsqu'elles sont disponibles auprès de Statistique Canada.



VICTORIA AIRPORT AUTHORITY

2024 AIRCRAFT MOVEMENT STATISTICS / STATISTIQUES SUR LES MOUVEMENTS D'AÉRONEFS EN 2024

VICTORIA INTERNATIONAL AIRPORT / AÉROPORT INTERNATIONAL DE VICTORIA

MONTH / MOIS	2023			2024			% CHANGE / % CHANGEMENT		
	LOCAL	ITIN	TOTAL	LOCAL	ITIN	TOTAL	LOCAL	ITIN	TOTAL
January / Janvier	2,590	3,981	6,571	1,834	3,469	5,303	-29.2%	-12.9%	-19.3%
February / Février	2,566	3,655	6,221	2,664	4,257	6,921	3.8%	16.5%	11.3%
March / Mars	4,496	5,240	9,736	3,184	5,245	8,429	-29.2%	0.1%	-13.4%
First Quarter Total Total pour le premier trimestre	9,652	12,876	22,528	7,682	12,971	20,653	-20.4%	0.7%	-8.3%
April / Avril	4,004	5,064	9,068	3,550	5,464	9,014	-11.3%	7.9%	-0.6%
May / Mai	4,786	7,040	11,826	2,488	6,181	8,669	-48.0%	-12.2%	-26.7%
June / Juin	3,534	6,937	10,471	2,200	5,970	8,170	-37.7%	-13.9%	-22.0%
Second Quarter Total Total pour le deuxième trimestre	12,324	19,041	31,365	8,238	17,615	25,853	-33.2%	-7.5%	-17.6%
July / Juillet	3,502	7,522	11,024	1,972	6,912	8,884	-43.7%	-8.1%	-19.4%
August / Août	3,666	7,222	10,888	2,492	6,724	9,216	-32.0%	-6.9%	-15.4%
September / Septembre	3,624	6,342	9,966	2,834	6,017	8,851	-21.8%	-5.1%	-11.2%
Third Quarter Total Total pour le troisième trimestre	10,792	21,086	31,878	7,298	19,653	26,951	-32.4%	-6.8%	-15.5%
October / Octobre	3,378	5,590	8,968	3,130	5,415	8,545	-7.3%	-3.1%	-4.7%
November / Novembre	3,208	4,521	7,729	3,142	4,302	7,444	-2.1%	-4.8%	-3.7%
December / Décembre	1,910	4,006	5,916	2,152	4,017	6,169	12.7%	0.3%	4.3%
Fourth Quarter Total Total pour le quatrième trimestre	8,496	14,117	22,613	8,424	13,734	22,158	-0.8%	-2.7%	-2.0%
Annual Total Total annuel	41,264	67,120	108,384	31,642	63,973	95,615	-23.3%	-4.7%	-11.8%

NOTES: / REMARQUES :

Numbers in italics are estimates. / Les données en italique sont des estimations.

Actuals from Statistics Canada can take up to 6 months to receive. / La réception des données réelles de Statistique Canada peut prendre jusqu'à six mois.

2.0 ASQ ANNUAL 2024 DEMOGRAPHICS AND BEHAVIOURS

- 90% Domestic travel and 10% International.
- 40% of our passengers are male / 59% are female / 1% other.
- 10% of our passengers are 16-24 / 16% of our passengers are 25-34 / 15% of our passengers are 35-44 / 18% of our passengers are 45-54 years / 21% 55-64 and 19% are 65- 76+.
- 46% travel alone / 42% with friend(s) or relative(s) / 5% with children aged 10-17 / 7% with colleagues / 3% with children aged 3-9 / 1% with children aged 0-2.
- 43% of YYJ passengers travel leisure / 38% personal / 19% business.
- 41% of YYJ passengers only travel 1-2 times per year / 36% travel 3-5 times per year / 15% travel 6-10 times per year / 5% 11-20 / 3% 21 or more.
- 21% of YYJ passengers use a private car to travel to the airport / 36% private car dropped off by someone / 6% Ridesharing / 15% use a taxi/limo / 15% rental car / 4% bus or shuttle and 3% other.
- 40% used parking / 60% did not use parking.
- 1% of YYJ passengers arrive at the airport more than 5 hours before scheduled departure / 5% 3-5 hours / 30% 2-3 hours / 29% 90 -120 minutes / 32% 60-90 minutes / 4% less than 1 hour.
- 13% of passengers use self-service kiosks to check-in / 45% check-in at the desk with airline staff / 82% use online/mobile check-in/ NA self-baggage drop desk / NA check-in at off-site location.

3.0 TOP FIVE MOST IMPORTANT ITEMS

In 2024, YYJ passengers rated the following items to be most important to them:

1. Ease of going through security screening (48%)
2. Ease of getting to the airport (31%)
3. Waiting time at security screening (26%)
4. Comfort of waiting at the gate areas (21%)
5. Ease of finding your way (20%)

**APPENDIX G
FLIGHT SCHEDULES**

DATE RANGE: Mar 1 - May 1, 2025 **TYPE:** Arrivals & Departures **AIRLINES:** All

Arrivals

Scheduled	Airport	Airline	Flight	Aircraft	Weekdays	Starting	Ending
07:40	YVR	Harbour Air	YB305	DHC-6	MON, TUE, WED, THU, FRI	2025-Mar-03	2025-Mar-28
08:00	YYC	WestJet	WS199	7M8	SUN	2025-Mar-02	2025-Apr-20
08:42	YEG	WestJet	WS413	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
08:45	YYC	WestJet	WS199	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT	2025-Mar-01	2025-Apr-26
08:51	YEG	WestJet	WS413	73W/7M8/73H	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
08:52	YYC	WestJet	WS209	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
09:15	YVR	Air Canada / Rouge	AC8147	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
09:20	YVR	WestJet	WS3279	DH4	MON, WED, THU, SUN	2025-Apr-27	2025-May-01
09:36	YXS	Pacific Coastal	8P1408	BE1	SAT	2025-Mar-01	2025-Apr-26
09:41	YLV	WestJet	WS3119	DH4	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
09:48	YVR	WestJet	WS3279	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
10:05	YLV	WestJet	WS3119	DH4	MON, FRI, SUN	2025-Mar-02	2025-Apr-25
10:24	YYZ	Air Canada / Rouge	AC197	223	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
10:30	YVR	Air Canada / Rouge	AC8151	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
10:30	Friday Harbor Airport	Kenmore Air	M56266		MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-09	2025-Mar-31
10:38	SEA	Alaska Airlines	AS3416	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
10:47	YYC	WestJet	WS195	73W	MON, WED, THU	2025-Apr-28	2025-May-01
10:50	YLV	Pacific Coastal	8P1532	SFB	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
10:50	YYC	WestJet	WS209	73H/73W/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
10:51	YLV	Pacific Coastal	8P1532	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
11:00	Friday Harbor Airport	Kenmore Air	M56266		MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Mar-08
12:06	YEG	WestJet	WS3413	DH4	TUE, WED	2025-Apr-29	2025-Apr-30
12:14	SEA	Alaska Airlines	AS3369	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
12:23	SEA	Alaska Airlines	AS3416	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-Apr-21
12:48	YLV	Pacific Coastal	8P1534	BE1	SAT	2025-Mar-01	2025-Apr-26
12:50	YYZ	Porter Airlines	PD441		MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
13:18	YVR	Pacific Coastal	8P105	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
13:20	YVR,YYX	Air North	4N521	735	MON, FRI	2025-Mar-03	2025-Mar-28
13:20	YYC	WestJet	WS185	73W	MON, TUE, WED, SUN	2025-Apr-27	2025-Apr-30
13:21	YVR	WestJet	WS3537	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
13:30	YVR	Pacific Coastal	8P107	BE1	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
13:30	YVR	WestJet	WS3537	DH4	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
13:41	YEG	WestJet	WS335	73W	MON, TUE, WED	2025-Apr-28	2025-Apr-30
14:05	YVR	Air Canada / Rouge	AC8157	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
14:12	YYC	WestJet	WS185	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
14:17	LAS	WestJet	WS1335	73W	SUN	2025-Mar-02	2025-Apr-20
14:24	LAS	WestJet	WS1335	73W	THU, SUN	2025-Apr-27	2025-May-01
14:50	YYX	Air North	4N558	735	FRI	2025-Apr-18	2025-Apr-18
15:05	YYC	WestJet	WS401	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
15:22	SEA	Alaska Airlines	AS3322	E75	MON, TUE, THU, FRI, SAT	2025-Mar-01	2025-Mar-18
15:23	YVR	Pacific Coastal	8P109	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
15:35	YVR	Pacific Coastal	8P109	BE1	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
15:35	YXS	Pacific Coastal	8P1414	SFB	MON, TUE, WED, THU	2025-Apr-28	2025-May-01
15:40	YXS	Pacific Coastal	8P1414	SFB	SUN	2025-Apr-27	2025-Apr-27
15:45	YVR,YYX	Air North	4N547	735	MON	2025-Mar-31	2025-Apr-28
15:50	YXS	Pacific Coastal	8P1414	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
15:58	YVR	Pacific Coastal	8P113	BE1	SAT	2025-Mar-01	2025-Apr-05
16:33	YLV	Pacific Coastal	8P1536	BE1	SAT	2025-Mar-01	2025-Apr-26
16:38	SEA	Alaska Airlines	AS3470	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
16:39	SEA	Alaska Airlines	AS3369	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-Apr-21

16:40	YVR	Air Canada / Rouge	AC8163	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
16:58	SEA	Alaska Airlines	AS3322	E75	WED	2025-Mar-05	2025-Mar-12
17:21	YYC	WestJet	WS3113	DH4	MON, TUE, WED, SUN	2025-Apr-27	2025-Apr-30
17:25	YEG	WestJet	WS335	73H/73W/7M8	THU, SUN	2025-Mar-02	2025-Apr-24
17:43	SEA	Alaska Airlines	AS3322	E75	SUN	2025-Mar-02	2025-Mar-16
17:46	YEG	WestJet	WS3389	DH4	FRI	2025-Mar-07	2025-Apr-25
18:02	YVR	Pacific Coastal	8P117	SFB	SAT	2025-Mar-01	2025-Apr-26
18:15	YVR	WestJet	WS3183	DH4	MON, TUE, SUN	2025-Apr-27	2025-Apr-29
18:20	YXY	Air North	4N578	735	SUN	2025-Mar-30	2025-Apr-27
18:25	YKA	Pacific Coastal	8P1146	BE1	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
18:25	YVR	WestJet	WS3183	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
18:28	YKA	Pacific Coastal	8P1146	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
18:30	YVR	Air Canada / Rouge	AC8165	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
18:37	SJD	WestJet	WS2029	73W	MON	2025-Mar-03	2025-Apr-21
18:50	YVR	Harbour Air	YB351	DHC-6	MON, TUE, WED, THU, FRI	2025-Mar-03	2025-Mar-28
18:55	YLW	Pacific Coastal	8P1538	SFB	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
18:57	PVR	WestJet	WS2041	73W/73H	THU, FRI	2025-Mar-06	2025-Apr-25
19:00	YVR, YXY	Air North	4N567	735	THU	2025-Apr-03	2025-May-01
19:00	YYC	WestJet	WS227	73W	MON, TUE, WED, SUN	2025-Apr-27	2025-Apr-30
19:10	YEG	WestJet	WS341	73W	MON, SUN	2025-Apr-27	2025-Apr-28
19:12	YYC	WestJet	WS227	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
19:15	YVR	Pacific Coastal	8P119	SFB	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
19:16	YLW	Pacific Coastal	8P1538	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
19:22	YVR	Pacific Coastal	8P119	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
20:19	PVR	WestJet	WS2041	7M8/73W	SUN	2025-Mar-02	2025-Apr-20
20:25	YVR	Air Canada / Rouge	AC8167	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
21:04	CUN	WestJet	WS2049	7M8/73H/73W	TUE	2025-Mar-04	2025-Apr-08
22:26	YYZ	Air Canada / Rouge	AC199	223	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
22:33	SEA	Alaska Airlines	AS3393	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-May-01
22:35	SEA	Alaska Airlines	AS3393	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Mar-18
22:45	YVR	WestJet	WS3185	DH4	MON, TUE, THU, SUN	2025-Apr-27	2025-May-01
23:00	YVR	Air Canada / Rouge	AC8169	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
23:01	YVR	WestJet	WS3185	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
23:14	CUN	WestJet	WS2049	73W/73H/7M8	TUE, WED, SAT	2025-Mar-01	2025-Apr-26
23:45	YYC	WestJet	WS197	73W	MON, TUE, SUN	2025-Apr-27	2025-Apr-29
23:55	YEG	WestJet	WS341	73W/73H	MON, THU, FRI	2025-Mar-03	2025-Apr-25
23:57	YYC	WestJet	WS197	73H/73W/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26

Departures

Scheduled	Airport	Airline	Flight	Aircraft	Weekdays	Starting	Ending
05:30	YYC	WestJet	WS198	73H/73W/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
05:45	YVR	Air Canada / Rouge	AC8146	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
06:00	SEA	Alaska Airlines	AS3311	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Mar-18
06:00	YYC	WestJet	WS402	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
06:15	SEA	Alaska Airlines	AS3311	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-May-01
06:30	YVR	WestJet	WS3114	DH4	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
06:35	YVR	WestJet	WS3114	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
07:45	YVR	Pacific Coastal	8P100	SFB	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-May-01
08:00	YLW	Pacific Coastal	8P1531	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
08:00	PVR	WestJet	WS2040	73H/73W/7M8	THU, FRI, SUN	2025-Mar-02	2025-Apr-25
08:05	YLW	Pacific Coastal	8P1531	SFB	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
08:10	SJD	WestJet	WS2028	73W	MON	2025-Mar-03	2025-Apr-21
08:30	YVR	Harbour Air	YB310	DHC-6	MON, TUE, WED, THU, FRI	2025-Mar-03	2025-Mar-28
08:45	YYC	WestJet	WS220	7M8	SUN	2025-Mar-02	2025-Mar-02
08:50	YYC	WestJet	WS220	7M8	SUN	2025-Mar-09	2025-Apr-20
09:15	CUN	WestJet	WS2048	73W/73H/7M8	TUE, WED, SAT	2025-Mar-01	2025-Apr-26
09:20	YVR	Pacific Coastal	8P102	BE1	SAT	2025-Mar-01	2025-Apr-05
09:30	YEG	WestJet	WS416	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
09:35	YYC	WestJet	WS220	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT	2025-Mar-01	2025-Apr-26
09:45	YYC	WestJet	WS220	73W	MON, TUE, THU, SUN	2025-Apr-27	2025-May-01
09:45	YEG	WestJet	WS416	73W/7M8/73H	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
09:55	YVR	Air Canada / Rouge	AC8152	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
10:00	YVR	WestJet	WS3157	DH4	MON, THU, SUN	2025-Apr-27	2025-May-01
10:05	YLW	Pacific Coastal	8P1533	BE1	SAT	2025-Mar-01	2025-Apr-26

10:15	YLV	WestJet	WS3260	DH4	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
10:20	YVR	WestJet	WS3157	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
10:35	YVR	Pacific Coastal	8P104	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-May-01
10:50	YLV	WestJet	WS3260	DH4	MON, FRI, SUN	2025-Mar-02	2025-Apr-25
11:15	YVR	Air Canada / Rouge	AC8154	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-09	2025-Apr-30
11:25	YXS	Pacific Coastal	8P1413	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-May-01
11:25	YVR	Air Canada / Rouge	AC8154	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Mar-08
11:25	SEA	Alaska Airlines	AS3391	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
11:30	YYZ	Air Canada / Rouge	AC196	223	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
11:30	Friday Harbor Airport	Kenmore Air	M56266		MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-09	2025-Mar-31
11:35	YYC	WestJet	WS206	73H/73W/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
11:40	YYC	WestJet	WS206	73W	MON, WED, THU	2025-Apr-28	2025-May-01
12:00	Friday Harbor Airport	Kenmore Air	M56266	C208	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Mar-08
13:00	YEG	WestJet	WS3416	DH4	TUE	2025-Apr-29	2025-Apr-29
13:05	SEA	Alaska Airlines	AS3369	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
13:05	SEA	Alaska Airlines	AS3391	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-Apr-21
13:15	YYZ	Porter Airlines	PD442		MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
13:45	YVR	Pacific Coastal	8P106	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
13:50	YXS	Pacific Coastal	8P1415	BE1	SAT	2025-Mar-01	2025-Apr-26
13:50	YLV	Pacific Coastal	8P1535	BE1	SAT	2025-Mar-01	2025-Apr-26
13:55	YVR	Pacific Coastal	8P108	BE1	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
13:55	YVR	WestJet	WS3356	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
14:05	YVR	WestJet	WS3356	DH4	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
14:10	YYC	WestJet	WS196	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
14:30	YEG	WestJet	WS336	73W	MON, TUE	2025-Apr-28	2025-Apr-29
14:50	YVR	Air Canada / Rouge	AC8160	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
15:00	YVR,YYX	Air North	4N562	735	MON, FRI	2025-Mar-03	2025-Mar-28
15:00	YYC	WestJet	WS462	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
15:10	LAS	WestJet	WS1928	73W	SUN	2025-Mar-02	2025-Apr-20
15:20	LAS	WestJet	WS1928	73W	THU, SUN	2025-Apr-27	2025-May-01
15:40	YVR,YYX	Air North	4N558	735	FRI	2025-Apr-18	2025-Apr-18
15:55	YKA	Pacific Coastal	8P1145	BE1	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
15:55	YYC	WestJet	WS462	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
16:00	YKA	Pacific Coastal	8P1145	BE1	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
16:10	YLV	Pacific Coastal	8P1537	SFB	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
16:12	SEA	Alaska Airlines	AS3322	E75	MON, TUE, THU, FRI, SAT	2025-Mar-01	2025-Mar-18
16:25	YLV	Pacific Coastal	8P1537	SFB	MON, TUE, WED, THU, FRI, SUN	2025-Mar-02	2025-Apr-25
16:35	YXY	Air North	4N547	735	MON	2025-Mar-31	2025-Apr-28
17:05	YXS	Pacific Coastal	8P1419	BE1	SAT	2025-Mar-01	2025-Apr-26
17:25	YVR	Air Canada / Rouge	AC8164	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
17:25	SEA	Alaska Airlines	AS3369	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-19	2025-Apr-21
17:25	SEA	Alaska Airlines	AS3470	E75	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Apr-22	2025-May-01
17:48	SEA	Alaska Airlines	AS3322	E75	WED	2025-Mar-05	2025-Mar-12
18:05	YYC	WestJet	WS3414	DH4	MON, TUE, WED, SUN	2025-Apr-27	2025-Apr-30
18:20	YEG	WestJet	WS336	73H/73W/7M8	THU, SUN	2025-Mar-02	2025-Apr-24
18:30	YEG	WestJet	WS3586	DH4	FRI	2025-Mar-07	2025-Apr-25
18:33	SEA	Alaska Airlines	AS3322	E75	SUN	2025-Mar-02	2025-Mar-16
18:55	YVR	WestJet	WS3184	DH4	MON, TUE, SUN	2025-Apr-27	2025-Apr-29
19:00	YVR	WestJet	WS3184	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
19:10	YVR,YYX	Air North	4N578	735	SUN	2025-Mar-30	2025-Apr-27
19:15	YVR	Air Canada / Rouge	AC8168	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
19:45	YEG	WestJet	WS192	73W/73H	MON, THU, FRI	2025-Mar-03	2025-Apr-25
19:45	YVR	Harbour Air	YB356	DHC-6	MON, TUE, WED, THU, FRI	2025-Mar-03	2025-Mar-28
19:50	YXY	Air North	4N567	735	THU	2025-Apr-03	2025-May-01
19:50	YYC	WestJet	WS154	73W	MON, TUE, WED, THU, SUN	2025-Apr-27	2025-May-01
20:00	YEG	WestJet	WS192	73W	MON, SUN	2025-Apr-27	2025-Apr-28
20:05	YYC	WestJet	WS154	73W/73H/7M8	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-26
21:05	YVR	Air Canada / Rouge	AC8170	DH4	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30
23:30	YYZ	Air Canada / Rouge	AC198	223	MON, TUE, WED, THU, FRI, SAT, SUN	2025-Mar-01	2025-Apr-30

APPENDIX H
DRAFT FORM OF MANAGEMENT CONTRACT



PARKING MANAGEMENT SERVICES CONTRACT

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These Articles of Agreement dated for reference the _____ day of _____ 2025.

BETWEEN:

VICTORIA AIRPORT AUTHORITY

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

Attention:

Email: legalnotice@victoriaairport.com

(the "VAA")

AND

[CONTRACTOR'S LEGAL NAME]

[STREET ADDRESS]

[CITY, PROVINCE, POSTAL CODE]

Attention:

Email:

(the "Contractor")

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLES OF AGREEMENT

PART 1 – CONTRACT DOCUMENTS

1.1 The following documents form the Contract (the "Contract") between the VAA and the Contractor:

- These Articles of Agreement
- The attached Schedule 'A' -Definitions;
- The attached Schedule 'B' - Scope of Work;
- The attached Schedule 'C'- Payment Conditions;
- The attached Schedule 'D'- Contract Security & Insurance;
- The attached Schedule 'E'- General Conditions; and
- Any amendment or variation of the Contract that is made in accordance with the GC 1.1 of Schedule 'E'.

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

PART 2 – CONTRACT PRICE

2.1 MANAGEMENT FEE

2.1.1 As compensation for the Contractor's Work, the VAA will pay the Contractor a fixed Management Fee for each year of the Term in accordance with the payment conditions set out in Schedule 'C', in the following amounts (shown as both annual and monthly amounts):

Contract Year	Annual Amount	Monthly Amount
2025-June-01 to 2026-May-31		
2026-June-01 to 2027-May-31		
2027-June-01 to 2028-May-31		
2028-June-01 to 2029-May-31		
2029-June-01 to 2030-May-31		

2.1.2 If, during the Term of the Contract, the Contractor's staff organize or join a bargaining labour union, the Contractor will be responsible for meeting the demands of the union, and VAA will not be required to agree to any increase in the Management Fee, or any part thereof, based on any such labour union negotiations.

2.2 FEDERAL GOODS AND SERVICES TAX (GST)

2.2.1 GST will be payable on the purchase of goods and on the provision of services supplied in Canada or imported, except for those specifically declared in the Act to be tax-free or tax-exempt.

2.2.2 GST is excluded from the prices and rates quoted herein. Any amount to be levied against the VAA in respect of the GST is to be shown separately on all invoices for goods or services supplied. The Contractor agrees to include the Contractor's GST Registration Number on all invoices and to remit to Revenue Canada any GST paid or due.

PART 3 – CONTRACT REPRESENTATIVES

3.1 The VAA designates TBD, as their contract representative for the purposes of this Contract, whose address is as follows:

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

Telephone No: *TBD*
Cell Phone: *TBD*
Email: [*TBD*](#)

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

[CONTRACTOR NAME AND ADDRESS]

Telephone No.
Cell No.
Email:

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

PART 4 – PERFORMANCE OF THE WORK

- 4.1 The Contractor will perform and complete the Work required by this Contract with all due care, skill, diligence and efficiency in a good and workmanlike manner, to the full satisfaction of the VAA.
- 4.2 The Contractor will do and fulfill everything that is required by this Contract.
- 4.3 The Contractor further warrants that:
- a) it is fully competent and qualified to perform the Work required under this Contract; and
 - b) all personnel assigned to perform the Work have the necessary qualifications, knowledge, skill and ability to perform the Work.

PART 5 – TERM OF THE CONTRACT

- 5.1 This Contract is for an initial Term of **Five (5) years beginning June 1, 2025, and ending May 31, 2030** (the “Initial Term”) subject to renewal as herein provided in Clause 5.2. The Initial Term and any renewal or extension thereof shall collectively constitute the “Term”).

5.2 If, at the expiration of the Initial Term of this Contract, the VAA desires a renewal of this Contract for a **second Term of two (2) years beginning June 1, 2030, the VAA will not later than December 1, 2029**, six (6) months before such expiration, give notice in writing of such desire to the Contractor. If the Contractor desires such a renewal, the VAA will then grant a renewal of this Contract for a second Term of two (2) years, beginning June 1, 2030, and ending May 31, 2032 (the “Renewal Term”) on such terms and conditions as the VAA and the Contractor mutually agree.

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

VICTORIA AIRPORT AUTHORITY

Elizabeth M. Brown, President and CEO

[CONTRACTOR]

Name:
Title:

PARKING MANAGEMENT SERVICES CONTRACT

SCHEDULE 'A'

DEFINITIONS

The following definitions will apply to all Contract Documents:

"**Airport**" means the Victoria International Airport.

"**Annual Gross Revenue Statement**" means the Gross Revenue detail to be provided by the Contractor to the VAA annually and referred to in Clause 1.3.3 of Schedule 'C'.

"**Authority**" means the Victoria Airport Authority. "**Authority**", "**Airport Authority**", and "**VAA**" shall have equivalent meanings.

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

"**Canadian Transportation Agency**" means the agency designated under the Canada Transport Act to implement the federal government's transportation policy.

"**CCTV**" means closed circuit television system.

"**Commercial Vehicle Lane**" means the parking lane as more particularly shown on the drawing attached To the RFP as Appendix A – *YYJ PARKING FACILITIES*.

"**Contract**" has the meaning ascribed to it in Part 1 of the Articles of Agreement.

"**Contract Documents**" means this Contract and includes all the documents listed in Part 1 of the Articles of Agreement and subsequent written amendments thereto made pursuant to the provisions of this Contract and signed by the parties.

"**Contract Manager**" means the person designated pursuant to Clause GC 3.1 of Schedule 'E' and in charge of the day-to-day performance of the Work by the Contractor.

"**Contract Year**" means, in the case of first Contract Year, the period commencing on the first day of the first month of the Term referred to in Clause 5.1 and terminating on the last day of the twelfth (12) calendar month of the Term and in the case of each subsequent Contract Year means each twelve (12) month period after the first

Contract Year.

"**Contractor**" means _____ and includes any of its successor or permitted assigns and also means any directors, officers, servants, employees, agents, Subcontractors or suppliers of the Contractor and any other Person for whom the Contractor may be responsible for in law.

"**Contractor's Proposal**" means the Contractor's response, dated ___ day of _____ 2025, to the VAA's RFP issued on the 13th day of February, 2025, a copy of which Proposal is annexed to and forms an integral part of this Contract as Appendix C to Schedule B.

"**Credit Card Processing Fees**" means the standard credit card processing fee paid when accepting credit card payments.

"**Crown**" means His Majesty the King in Right of Canada as represented by the Minister of Transport.

"**Curb Management Program**" is the system whereby Curb Management Officers monitor and manage the flow of vehicles on the shared use curbs on the terminal frontage and in the commercial lane of the short-term parking lot.

"**Curbside Management Officer**" and "**CMO**" is an employee of the Contractor trained to monitor and manage the flow of vehicles on the shared use curbs on the terminal frontage and in the commercial lane of the short-term parking lot.

"**Daily Parking Lot**" means the parking lot as more particularly shown on the drawing attached to the RFP as Appendix A – YYJ PARKING FACILITIES.

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

"**Employee Parking Lot**" means the parking lot as more particularly shown on the drawing attached to the RFP as Appendix A – YYJ PARKING FACILITIES.

"**Financial Statements**" means the Weekly Statement of Revenue, Monthly Statement of Account and Annual Gross Revenue Statement.

"**Gross Revenue**" means all the Monies collected by the Contractor from the operation of the Parking Facilities and any other income generated as a result of this Contract, including without limitation:

- a) all amounts collected by the Contractor under this Contract where such amounts are collected at a place other than the Parking Facilities;

- b) all amounts that are lost due to theft or defalcation; and
- c) all sales taxes at the retailer level, the amount of which is determined by the amount of sales made and which is required to be collected and accounted for to any provincial or municipal authority;

However, the Contractor may deduct the standard Credit Card Processing Fees from the Gross Revenue paid to the VAA by the Contractor.

In all cases where the Gross Revenue derived from operation of the Parking Facilities by the Contractor is not collected by the Contractor at the time such payment is due, all such amounts will not be accounted for by the Contractor, as Gross Revenue, until such time as payment thereof has been received by the Contractor.

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

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

"Letter of Credit" means the irrevocable, unconditional letter of credit referred to in Clause 1.1 of Schedule 'D'.

"Management Fee" means the amount payable by the VAA to the Contractor as set out in Part 2.1.1 of the Articles of Agreement.

"Monies" means all payments received and collected from the operation of the Parking Facilities in the form of cash, credit cards, debit cards, cheques, electronic transactions, and any other form of legal payment.

"Monthly Statement of Account" means the accounting detail to be provided by the Contractor monthly to the VAA and referred to in Clause 1.3. 2 of Schedule 'C'.

"Parking Facilities" means any and all parking areas in the vicinity of the Air Terminal Building at the Victoria International Airport which is subject to change from time to time. The Parking Facilities are further described in Clause 4.3.1 of Schedule 'B' of this Contract, and include the Short-Term Parking Lot, Long-Term Parking Lot 1, Long-Term Parking Lot 2, Employee Parking Lot, and the Commercial Vehicle Lane, all as being more particularly shown on the drawing attached to the RFP as Appendix A – *YYJ PARKING FACILITIES*.

"Parking Fees" means the fees referred to in Clause 2.9.2 of Schedule 'B', and as set out in more detail in Appendix B to the RFP – *PARKING LOT RATES*, and which Parking Fees shall be inclusive of all applicable taxes.

"**Parking Transactions**" shall mean the sum of the number of times in any one-week period that the vend arm of the incoming entrance gates to the Short Term Parking Lot is activated plus the number of times the vend arm of the outgoing exit gates from the Daily Parking Lot is activated.

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

"**RFP**" means the Request for Proposals issued by the VAA on the 13th day of February 2025 entitled, *2025 Parking Management Services*, which RFP is attached to this Contract as Appendix 'B' to Schedule B.

"**Sales Taxes**" means the sales taxes at the retailer level, the amount of which is determined by the amount of sales made and which is required to be collected and account for to any provincial or federal authority.

"**Scope of Work**" means the Work described in Schedule 'B' of the Contract and the Contract Documents.

"**Shared Use Curb**" means the shared lane in front of the YYJ terminal primarily used to pick up and drop off travelers via privately owned vehicles plus taxis, Uber, and similar.

"**Short Term Parking Lot**" means the parking lot as more particularly shown on the drawing attached to the RFP as Appendix A – *YYJ PARKING FACILITIES*.

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

"**Term**" has the meaning ascribed to it in Part 5 of the Articles of Agreement and includes any renewal or extension thereof.

"**Understated Gross Revenue**" means any Gross Revenue that has been understated, by the Contractor, on the Monthly Statement of Account or Annual Gross Revenue Statement submitted by the Contractor to the VAA.

"**VAA**" means the Victoria Airport Authority and includes any of its successors or assigns; in any section of this Contract that contains a release, hold harmless, indemnity or other exculpatory language in favour of the VAA the term "VAA " also means any directors, officers, servants, employees, agents or contractors of the VAA and any other Person for whom the VAA may be responsible for in law.

"**Work**" means the services provided by the Contractor to the VAA with respect to the Contractor's management, administration and maintenance of parking at, upon and within the Parking Facilities pursuant to the Contract Documents including the VAA's Request for Proposal and the Contractor's Proposal.

**SCHEDULE 'B'
SCOPE OF WORK**

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PART 1 GENERAL

1.1 MANAGEMENT SERVICES

1.1.1 The Contractor will throughout the Term of this Contract, supply to the satisfaction of the VAA as and when required by the VAA, all Work required of the Contractor in accordance with this Contract, including, without limitation:

- a) *Day-to-Day Operations* - Manage the day-to-day operation of the YYJ Parking Facilities and shared use of terminal curb, including establishing operational plans, collecting revenue, monitoring parking and pick-up / drop-off activity, and maximizing utilization of the lots to ensure that parking availability is optimized for the traveling public, all while maintaining a First-Class level of responsiveness, professionalism and operational capability.
- b) *Monitor Equipment Issues* - Monitor and report issues related to the Parking Equipment located in the Parking Facilities. The Contractor may be asked to assist with troubleshooting, but will not be required to provide maintenance and repairs;
- c) *Supplies and Consumables* - Provide all consumables (*i.e., stationery, control forms, customer satisfaction/incident reports and cleaning supplies*), and any equipment other than the Parking Equipment that may be required for the day-to-day operation, management and maintenance of the Parking Facilities. Spare parts are provided by Precise Parklink and covered under the extended warranty and maintenance agreement. Entry tickets and receipts will be monitored by the Contractor and ordered through Precise Parklink as required;
- d) *Air Terminal Employee and Commuter (Airline Pilots & Flight Attendants) Parking Permit Management* – Contractor will manage the process for issuing and retrieving air terminal employee and commuter parking permits, including invoicing, billing and collection.
- e) *Monthly Public Parking* – Contractor will manage monthly public parking program, including billing and collection.
- f) *Lot Attendant* - Provide a lot attendant to assist customers with Parking Equipment and assisting with Parking Equipment breakdown and traffic direction. This individual also handles in-person cashiering transactions and other customer interactions, including but not limited to dispute resolution;
- g) *Onsite Inspections* - Inspect the Parking Facilities, including the Parking Equipment, buildings and booths therein, and notify the VAA of any deficiencies including ordinary wear and tear requiring remedy by the VAA in accordance with this Contract;

- h) *Facilities Maintenance* - Maintain the Parking Facilities in a clean and neat condition at all times including daily litter pickup;
- i) *Parking Enforcement* - Subject to the approval of the VAA, establish and enforce policies for parking violations which may include violation notices, penalties and towing;
- j) *Curb Management Program* – Create and administer the approved Curb Management Program, providing staffing at and oversight of the shared pick-up / drop-off Airport Terminal curb to manage curb activity;
- k) *Revenue Controls* - Establish and operate processes and controls relative to collection, documentation, and reporting of cash payments only;
- l) *Monthly Statement* – In accordance with Subsection 1.3.2 of Schedule C of this Contract – *PAYMENT TERMS*, prepare and submit to the VAA, a Monthly Statement of Account in a form satisfactory to the VAA relative to all Gross Revenue generated by the Contractor's management and operation of the Parking Facilities and the Contractor's Management Fee; and
- m) *Snow and Ice Removal* - Maintaining the Parking Facilities for snow removal and ice control, based on the Snow and Ice Removal Map attached to the RFP as Appendix C – *ICE CONTROL AND SNOW REMOVAL MAP*.

1.1.2 The Contractor will maintain, as and when required by the VAA and to the satisfaction of the VAA, adequate communications equipment such that the VAA is able to contact supervisory personnel twenty-four (24) hours a day, seven (7) days a week, and supervisory personnel will be available to attend the Airport for all emergency conditions.

1.1.3 The Contractor will maintain head office support between the hours of 8:00 a.m. to 5:00 p.m. Pacific Time Zone, Monday to Friday, at a minimum to resolve customer service complaints, monitor operations and provide a communications link with the VAA.

1.2 CONTRACTUAL ADJUSTMENT FOR EMPLOYEE PARKING LOT

1.2.1 The VAA reserves the right in its sole discretion to delete from this Contract the Contractor's management of the Employee Parking Lot.

1.2.2 The VAA will give the Contractor no fewer than thirty (30) Days prior written notice of the effective date of any such deletion. From and after the effective date of a change aforesaid, the terms and conditions of this Contract will no longer have application to the Employee Parking Lot so deleted from the Parking Facilities, as the case may be, without further amendment to this Contract. A copy of the written notice will be

attached to and form part of this Contract.

1.2.3 If in the opinion of either the VAA or the Contractor acting reasonably any such deletion or addition pursuant to Clause 1.2.1 and 1.2.2 necessitates an adjustment to the Management Fee then in effect, that party will provide the other party with details of the proposed adjustment to the Management Fee for that party's approval no less than thirty (30) Days prior to the effective date of the change stipulated by the VAA. If the Contractor and the VAA are not able to agree on whether or not an adjustment to the Management Fee is necessary or appropriate, the parties will resolve the dispute pursuant to the provisions of Part 5 of Schedule 'E' - *DISPUTES*. The Management Fee in effect prior to the date of the effective change aforesaid will continue in effect until such time as the disagreement between the Contractor and the VAA has been resolved, such resolution being retroactive to the initial deletion of the Employee Parking Lot from the Parking Facilities.

1.3 MODIFICATION OF PARKING FACILITIES

1.3.1 The VAA may at any time and from time to time during the Term of this Contract in its sole discretion:

- a) add parking spaces to or delete parking spaces from the Parking Facilities;
- b) add designated areas to or delete designated areas from the Parking Facilities; or
- c) make changes to the Parking Equipment, by removing, replacing, altering, or adding to the existing Parking Equipment in the Parking Facilities.

1.3.2 The VAA will give the Contractor no fewer than thirty (30) Days prior written notice of the effective date of any such addition or deletion. From and after the effective date of a change aforesaid, the terms and conditions of this Contract will no longer have application to any such parking spaces, designated areas, or Parking Equipment so deleted from the Parking Facilities and will extend to such additional parking spaces, designated areas, or Parking Equipment, as the case may be, without further amendment to this Contract. A copy of the written notice will be attached to and form part of this Contract.

1.3.3 If in the opinion of either the VAA or the Contractor acting reasonably any such additions to or deletions from the Parking Facilities pursuant to Clause 1.3.1 and 1.3.2 above necessitate an adjustment to the Management Fee then in effect that party will provide the other party with details of the proposed adjustment to the Management Fee for that party's approval no less than thirty (30) Days prior to the effective date of the change stipulated by the VAA. If the Contractor and the VAA are not able to agree on whether or not an adjustment to the Management Fee is necessary or appropriate, the parties will resolve the dispute pursuant to the provisions of Part 5 of Schedule 'E' - *DISPUTES*. The Management Fee in effect prior to the date of effective change aforesaid will continue in effect until such time as the disagreement between the Contractor and the VAA has been resolved, such resolution being retroactive to the initial

addition or deletion of parking spaces, designated areas, or parking equipment in the Parking Facilities.

1.4 OPERATIONAL REVIEW

1.4.1 Unless outlined otherwise in this Contract, the Contractor agrees that during the Term of this Contract, it shall adhere to and perform each and every one of the undertakings and representations outlined in the Contractor's Proposal, as well as any subsequent representations made by the Contractor to the VAA. The Contractor further covenants and agrees that any failure to comply with the above requirement shall constitute a material breach of the conditions of the Contract for the purpose of Part 4 of Schedule 'E' - *NON-COMPLIANCE, SUSPENSION AND TERMINATION*.

1.5 PROPERTY TAXES

1.5.1 The VAA will be responsible for payment of all municipal property taxes.

PART 2 CONDUCT OF WORK

2.1 MARKETING

The successful Proponent will implement a robust marketing plan to optimize parking revenue, utilization, and customer service. The marketing initiatives could include internet-based parking marketing techniques, including pre-paid reservations. All marketing must be in both official languages (English and French) and be pre-approved by the Authority. It is expected that the Proponent would budget 0.5% of public parking Revenues toward Marketing.

2.2 AMERICAN CURRENCY

2.2.1 The Contractor will accept US currency in payment for parking and the parties agree that the exchange rate granted will not differ by more than two (2) percentage points from the "buy" rate set by the Royal Bank of Canada, from time to time. The Contractor will inform the public of the exchange rate granted by displaying signs indicating the exchange rate in locations determined by the VAA.

2.3 COLLECTION OF PARKING FEES

2.3.1 The Contractor will collect Parking Fees from all users of the Parking Facilities, unless waived by the VAA.

2.3.2 The VAA hereby waives Parking Fees for Members of Parliament (MP's) using the Parking Facilities.

2.3.3 The Contractor will make every reasonable effort to collect unpaid Parking Fees. At a minimum, reasonable

effort will include an initial collection letter to the delinquent vehicle owner within thirty (30) Days of Parking Fees being unpaid, and a second letter in cases where Parking Fees remain unpaid after thirty (30) Days from the date of the initial letter. As a third step, unpaid tickets should be forwarded to the collections branch for recovery, after thirty (30) days of the issuance of the second letter.

2.3.4 Any failure by the Contractor to demonstrate reasonable effort in the collection of any unpaid Parking Fee will result in the Contractor assuming payment responsibility for that unpaid Parking Fee.

2.3.5 Payment of Parking Fees received through the mail are to be recorded on the Monthly Statement of Account submitted to the VAA.

2.4 CREDIT CARDS

2.4.1 The Contractor will accept all major credit cards as payment for parking in the Parking Facilities.

2.5 CONTRACTOR'S PARKING

2.5.1 The Contractor and its employees may park in the Parking Facilities as designated by the VAA from time to time, and such employees may park free of charge for the period of time only that they are actively on shift and performing their duties. Under no other circumstances may the Contractor's employees use the Parking Facilities for personal parking.

2.6 HOURS OF OPERATION

2.6.1 Parking Facilities are available 24 hours a day, 7 days a week. The parking exit booth for Lot 1 (green lot) will be staffed by the Contractor for a minimum of 20 hours a day. The Contractor will provide continuous service to the travelling public by staffing the Parking Facilities on a full-time basis, with Contractor's hours of operations sufficient to provide service for all arriving and departing flights, with hours subject to increase or decrease based on incoming or outgoing flight schedules. Posted hours of operations may change on occasion as approved by the VAA. The parking exit booth for Long-Term Lot 2 may require staffing during peak holiday periods such as Thanksgiving and Christmas, at the direction of the VAA.

2.6.2 The Contractor will extend the hours of operation beyond those set out in Clause 2.6.1, as and when required by the VAA, to cover late or early flight arrivals and departures.

2.6.3 At the commencement of the Term of this Contract, the Contractor will provide the following staffing levels:

Position	Coverage in Hours per Day
On-Site Manager	8
Lot Attendants	Minimum 20
Curb Management Officer	Minimum 15.5

2.6.4 The VAA reserves the right to require the Contractor to effect changes in the shift schedules to meet operational needs.

2.7 OPERATIONAL REPORTS & RELATED REQUIREMENTS

2.7.1 The Contractor will be responsible for producing the following operational reports and providing the same to the VAA as scheduled and when requested:

Report	Frequency
Employee Shift Schedules and Hours of Work (including timesheets)	As requested by VAA
List of current employees	Monthly and as requested by VAA
# of Revenue Parking Transactions by Parking Lot	Weekly and as requested by VAA
# of Non-Revenue Parking Transactions by Parking Lot	Weekly and as requested by VAA
Abandoned Vehicle Report	As requested by VAA
Customer Complaint Report	As requested by VAA
Incident Report	As requested by VAA
Snow Removal and Ice Control Report	As requested by VAA
Employee Parking	As requested by VAA
Commuter Parking	As requested by VAA
Public Monthly Parking	As requested by VAA
Ad hoc Reports as Requested by VAA	As requested by VAA

2.8 PARKING ENFORCEMENT

2.8.1 In the event the VAA, after consultation with the Contractor, establishes a reasonable enforcement policy for vehicles parked without permission in the Short-Term Parking Lot, the Employee Parking Lot, and the Commercial Vehicle Lane the Contractor will implement the enforcement policy.

The Contractor further acknowledges and agrees that any and all revenue generated from violation policies and penalties will constitute part of the Gross Revenue under this Contract. Notwithstanding consultation by the VAA with the Contractor, the Contractor will implement the enforcement policy as and when determined by the VAA.

2.9 PARKING FEES

2.9.1 The VAA is solely responsible for setting the Parking Fees for the Parking Facilities.

2.9.2 The Parking Fees at the commencement of the Term of this Contract are as set out in Appendix 'B' to the RFP – *PARKING LOT RATES*. The VAA may make amendments thereto from time to time during the currency of this Contract and the Contractor agrees that the VAA may advise the Contractor of the revised Parking Fees by forwarding to the Contractor a written notice of such changes. Upon receipt by the Contractor of such notice from the VAA, the Contractor will, as and when determined by the VAA, implement the revised Parking Fees including any updates to the Parking Equipment and other necessary computer updates that may be required for acceptance and collection of the revised Parking Fees without further amendment to this Contract. Such revised Parking Fees will supersede all previous Parking Fees, and a copy of the written notice will be attached to and form part of this Contract.

2.10 PERSONNEL

2.10.1 The Contractor will maintain a local office presence for the duration of the Term, either currently established or to be established within one (1) month of Contract commencement.

2.10.2 The Contractor will maintain an on-site manager.

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

2.10.4 The Contractor warrants that all Persons (including all Subcontractors and suppliers) employed or retained by the Contractor to perform the Work or any part of the Work are fully competent and capable of doing the Work.

2.10.5 The Contractor is required to pay all personnel a competitive hourly rate of pay, exclusive of benefits. Benefits provided must also be competitive as compared to the applicable market.

2.10.6 The Contractor will ensure that all its personnel are properly groomed and will be required to supply all personnel with uniforms that are approved by the VAA.

2.10.7 The Contractor and its employees, agents and contractors shall comply with all reasonable rules and operating procedures relative to the management of the Airport, including without limitation, those relating to service, safety, security and matters of urgency.

2.10.8 The Contractor will ensure that all its personnel are polite and courteous at all times to passengers, other

members of the public, and Airport employees. The Contractor will, upon the request of the VAA, remove any personnel who, in the opinion of the VAA, is incompetent or has acted improperly, and the Contractor will not permit a person who has been removed to return to the work site unless the prior written consent of the VAA has been obtained.

2.10.9 If the VAA determines that national security is involved, it may instruct the Contractor to provide information concerning any Person or Persons employed by the Contractor on the Airport and may require the removal of any such Person or Persons from the Airport if determined to be necessary for national security. The Contractor shall comply with instructions from the VAA pursuant to this Section 2.10.

2.10.10 The Contractor will, as and when required by the VAA and to the satisfaction of the VAA, prepare and maintain an operations and procedures manual for the Parking Facilities and will ensure that all personnel have knowledge of its contents.

2.11 RESPONSE TO CUSTOMER COMPLAINTS

2.11.1 The Contractor will develop and maintain a written process for resolving customer complaints, within thirty (30) days of commencement of this Agreement.

2.11.2 The Contractor will log all customer complaints and provide a Customer Complaint Report to the VAA upon request.

2.11.3 The Contractor will have a manager or supervisor available on-site or by telephone that can communicate directly with on-site personnel to immediately respond and, if necessary, attend the Airport to address customer service issues.

2.12 TOWING

2.12.1 In the event the VAA, after consultation with the Contractor, establishes a reasonable towing policy for vehicles parked without permission in the Parking Facilities, the Contractor will implement the towing policy and the Contractor, or a party authorized by it, will do the towing necessary to adhere to the towing policy of the VAA. The Contractor will indemnify and save harmless the VAA from all costs, expenses, damages, suits or causes of action paid, incurred or suffered by the VAA as a result of the towing of a vehicle in a manner contrary or inconsistent with the towing policy or resulting from negligence in towing of a vehicle. Notwithstanding consultation by the VAA with the Contractor, the Contractor will implement the towing policy as and when determined by the VAA.

2.13 TRAINING

2.13.1 The Contractor will train all personnel as required to perform the Work under this Contract. Such training will be provided at the Contractor's expense and records may be requested by the VAA in preparation for periodic audits conducted by the Canadian Transportation Agency (CTA). Training will include as a minimum:

- a) customer service training program (WorldHost Customer Service training or the equivalent);
- b) A minimum of 12 hours of 'on the job' training prior to placing personnel on their own in the field; and
- c) technical training on the operation of all Parking Equipment operation, including without limitation computer systems, software, changing paper rolls and print cartridges, restocking ticket machines, and CCTV operation.

2.13.2 The Contractor will provide all personnel who may interact with the travelling public at the Airport with Sensitivity Training (WorldHost – Inclusive Service or the equivalent) at the level required to ensure that its personnel possess the knowledge, skills and attitudes necessary to assist persons with disabilities in an effective and sensitive manner. All such training will comply with the Personnel Training Regulations for the Assistance of Persons with Disabilities (the "**Regulations**"). The Contractor will ensure that all personnel will complete their initial training within sixty (60) Days after the commencement of their duties as well as receive periodic refresher training sessions appropriate to the requirements of their function. The Contractor will keep its training program current and available for inspection by the Canadian Transportation Agency, the VAA and the general public.

2.13.3 All employees of the Contractor must be trained for (by VAA), possess and carry valid Landside ID ("LID") credential while working at YYJ.

2.13.4 Additional VAA-required and administered training includes:

- Accessibility Training
- Sunflower Program (hidden disabilities)
- And other future training programs as required by VAA.

PART 3 FINANCIAL REQUIREMENTS

3.1 COLLECTION OF MONIES & RELATED REPORTS

3.1.1 All Monies collected will be the exclusive property of the VAA and will be held in trust by the Contractor for the VAA.

3.1.2 All Monies accumulated from the operation of the Parking Facilities will be collected, counted in a secure location and deposited not less than once each week to the Contractor's bank account. All Monies and Sales Taxes collected will be forwarded to VAA no later than the 5th business day of the following month, along with the operator's required monthly accounting to VAA. VAA will be responsible for remitting any required Sales Taxes to the taxing authority.

3.1.3 The Contractor will be responsible for producing the following financial reports, in addition to monthly and annual reports as described elsewhere in this Contract, and providing the same by email to the VAA at accountsreceivable@victoriaairport.com:

- i. All Revenue and Sales Taxes collected directly by the successful Proponent,
- ii. All credit card processing fees incurred by the successful proponent,
- iii. All Revenue and Sales Taxes deposited directly into VAA's bank account, and
- iv. All credit card processing fees incurred by VAA for revenues deposited directly into the VAA's bank account.

3.1.4 The Contractor will also be responsible for providing to the Authority the following financial reports, and providing the same by email to the VAA at accountsreceivable@victoriaairport.com:

- i. Weekly Statement of Revenue providing details of all Revenues earned related to the parking facilities by Revenue type and lot,
- ii. Employee Shift Schedules and Hours of Work (upon request),
- iii. List of current employees (monthly),
- iv. Additional revenue or expense reports as specified by VAA, and
- v. Details of any collection or invoicing challenges encountered related to the invoicing for Employee Parking or Monthly Parking passes in Lot 1 or Lot 2.
- vi. And any other reports that the VAA may require from time to time.

3.2 FINANCIAL CONTROLS & INTERNAL AUDIT PROCEDURES

3.2.1 The Contractor will, throughout the Term of this Contract, develop and maintain accounting, cash control systems and internal audit procedures, acceptable to and as may be required by the VAA from time to time, and which will include but not be limited to the following:

- a) Segregation of duties such that cash collection, deposit and reconciliation will each be performed by different personnel;
- b) Conducting monthly internal audits, including covert audits and notifying the VAA of all internal audit results, including whether or not any infraction is found;
- c) Auditing the cash of each lot attendant, on a random basis and without notice, at least once per month and reporting to the VAA the results of these audits; and

- d) Auditing, on a random basis, a minimum of ten percent (10%) of all transactions from the selected day. As a minimum, such audits will include a count of tickets and reconciliation of tickets to transactions on the transaction ledger in terms of transaction numbers and values to ensure all tickets are accounted for and values are appropriate.

3.2.2 The Contractor will adhere to and perform the general financial controls, including all operational controls and audit procedures detailed in its Proposal dated _____, 2025, and which Proposal is attached to and forms an integral part of this Contract at Schedule 'B', Appendix 'C' - *CONTRACTOR'S PROPOSAL*, or as otherwise agreed to between the parties, from time to time. The Contractor further agrees to comply with all reasonable directives from the VAA regarding acceptable accounting, cash control systems and internal audit procedures.

3.2.3 The Contractor further agrees and covenants that any failure to comply with this Clause 3.2 will constitute a breach of the conditions of this Contract and the Contract may be subject to the termination pursuant to Clause GC 4.2 of Schedule 'E' - *TERMINATION FOR CAUSE*.

3.3 FINANCIAL LOSS

3.3.1 The Contractor will be responsible for the loss of all Monies and the Contractor assumes the entire responsibility and liability for and will indemnify and save harmless the VAA from and against any and all loss, damage or expense which is not otherwise indemnified under the Contractor's insurance as set out in Clause 2.1 of Schedule 'D' of this Contract – *INSURANCE*, arising out of or alleged to have arisen out of or connected directly or indirectly with any act or omission of the Contractor, whether accidental, negligent, or deliberate; and such loss, damage or expense to include full solicitor and client fees and disbursements incurred by the VAA to enforce this indemnity. Neither this indemnity, nor any action taken by the VAA to enforce its rights under this indemnity will restrict in any way the right of the VAA to terminate this Contract pursuant to Clause GC 4.2 of Schedule 'E' - *TERMINATION FOR CAUSE*, or to exercise its rights under GC 7.1.4 of Schedule 'E' - *INDEMNIFICATION*.

3.4 INSPECTION AND AUDIT

3.4.1 The Contractor will keep, or cause to be kept in good order at its principal office in British Columbia, full, true and accurate records, entries and accounts of all Gross Revenue collected from the Parking Facilities, and all expenses incurred/paid by the Contractor with respect to the Work performed under this Contract for each Contract Year or part thereof. Such records, entries and accounts will be maintained in accordance with good business practices and principles and generally accepted Canadian accounting principles and the Contractor will maintain such records, entries and accounts for at least one (1) year after the expiration or termination of this Contract.

- 3.4.2 The VAA will be entitled during the Term of this Contract, and for a period of twelve (12) months after expiration or termination of this Contract, at its own expense, at all such times as it in its sole discretion considers necessary and appropriate to inspect, audit and make copies of any and all information in the Contractor's records relating to the Work under this Contract, including all performance requirements and level of customer service provided, and the Contractor will cooperate with all such inspections and audits.
- 3.4.3 Notwithstanding Clause 3.4.2 above, the VAA also reserves the right at any time during the Term of this Contract, and for a period of twelve (12) months after expiration or termination of this Contract, at its own expense, to hire an independent consultant knowledgeable of auditing airport parking operations to conduct an audit of the records, entries, and accounts of the Contractor relating to the Work performed hereunder. The report resulting from such independent audit will be final and binding upon both the VAA and the Contractor, and forthwith after receipt thereof by the VAA, the VAA will repay to the Contractor any overpayment which may have been made by the Contractor, and the Contractor will on demand pay to the VAA any deficiency, as the case may be.
- 3.4.4 If as a result of an inspection or audit, as provided for in Clause 3.4.2 or Clause 3.4.3 hereof, the VAA determines in its sole discretion acting reasonably that the Contractor has Understated Gross Revenue under this Contract, the Understated Gross Revenue will be immediately due and payable by the Contractor to the VAA, together with Interest thereon, from the date of the inspection or audit as the case may be. In addition, if the Understated Gross Revenue is found to be understated by one per cent (1%) or more, the entire expense of the inspection or audit incurred by the VAA will be immediately due and payable by the Contractor to the VAA together with Interest thereon, from the date of the inspection or audit as the case may be. The Contractor acknowledges that the terms and provisions of this Clause 3.4.4 will have application on each occurrence of Understated Gross Revenue. Notwithstanding the foregoing, in the event of Understated Gross Revenue as aforesaid, the VAA will be entitled to terminate this Contract pursuant to Clause GC 4.2 of Schedule 'E' - *TERMINATION FOR CAUSE* and/or seek any and all other remedies it may have against the Contractor pursuant to this Contract or at law.

PART 4 PARKING BUILDINGS, EQUIPMENT & FACILITIES

4.1 BUILDINGS

- 4.1.1 The VAA will be solely responsible for providing such booths or buildings within the Parking Facilities as in the VAA's reasonable opinion are necessary for the performance of the Work by the Contractor under this Contract.
- 4.1.2 The VAA will be solely responsible for providing electrical energy, space heat, air conditioning and ventilation to such booths or buildings within the Parking Facilities and subject always to the provisions of Clause GC 6.2 of Schedule 'E' - *LIABILITY FOR INJURY AND/OR DAMAGE*, for all structural, mechanical, and

electrical repairs to such booths or buildings.

4.1.3 The Contractor will be solely responsible for keeping such booths or buildings in a neat and tidy condition, including without limitation cleaning the booths or buildings and the interior and exterior surfaces of all windows, collecting and placing all debris, refuse and recyclable materials in containers designated by the VAA.

4.1.4. The Contractor will use the buildings, booths and Parking Equipment provided by the VAA for the operation of the Parking Facilities and related services and for no other purpose unless prior written approval is obtained from the VAA.

4.2 PARKING EQUIPMENT

4.2.1 The list of Parking Equipment provided by the VAA is attached to the RFP as Appendix D – *PARKING EQUIPMENT LIST*, and the Parking Equipment described therein is the absolute property of the VAA.

4.2.2 The Contractor will be responsible for monitoring and reporting issues and for doing maintenance of equipment inside the booth, excluding SKIDATA-related Parking Equipment. Preventative maintenance of the Parking Equipment will be performed by others, but the Contractor may be asked to assist while troubleshooting issues.

4.2.3 The Contractor will carry out daily visual inspections of the Parking Equipment to ensure proper operation and will immediately notify the VAA if there are problems with Parking Equipment for which the VAA is responsible.

4.2.4 The Contractor will not reset the counters on any Parking Equipment, so equipped, at any time unless requested to do so by the VAA.

4.2.5 The Contractor will monitor for Parking Equipment breakdown and will report issues to maintenance contractor for resolution.

4.3 PARKING FACILITIES

4.3.1 The Parking Facilities consist of the following facilities, all as more particularly shown on the drawing referred to as, “Internal Version”, attached to the RFP as Appendix A – *YYJ PARKING FACILITIES*:

[SEE TABLE ON NEXT PAGE]

Facility	# of spaces (approximate)
Short Term Lot	166
Long Term Lot 1	1,405
Long Term Lot 2 comprised of the following:	
Orange Lot	509
Purple Lot	195
Red Lot	274
Brown Lot	303
Employee Lot	391
Total Spaces	3,243

- 4.3.2 Subject always to the provisions of Clause GC 6.2 of Schedule 'E' - *LIABILITY FOR INJURY AND/OR DAMAGE*, the responsibilities of the Contractor and the VAA for maintenance and repair of the Parking Facilities will be in accordance with Schedule 'B', Appendix 'A' – *PARKING FACILITIES – MAINTENANC & REPAIR RESPONSIBILITIES*, attached hereto.
- 4.3.3 Subject always to the provisions of Clause GC 6.2 of Schedule 'E' - *LIABILITY FOR INJURY AND/OR DAMAGE*, the VAA will be responsible, at its sole expense, for providing, maintaining and repairing, all utilities to, at, upon and within the Parking Facilities, including without limitation internet connection, drainage, electrical, sewer, structural and water.
- 4.3.4 The design, production, and installation of any signs, promotional items, brochures, and way-finding related to the Parking Facilities will be the responsibility of the VAA, and at the VAA's sole discretion and expense.
- 4.3.5 The VAA will provide and repair the baggage carts and corrals in the Parking Facilities.
- 4.3.6 The VAA will be responsible at its sole cost and expense for providing all directional signage, Parking Fee signs, and all operational instructions related to payment of the Parking Fees.
- 4.3.7 The Contractor will not install signs of any nature, including advertising signs, in the Parking Facilities, without the prior written approval of the VAA.

APPENDIX 'A'

**PARKING FACILITIES
MAINTENANCE & REPAIR RESPONSIBILITIES**

Pursuant to Clause 4.3.2 of this Schedule 'B' - *PARKING FACILITIES*, the responsibilities of the Contractor and the VAA are as follows:

<i>Item</i>	<i>Responsibility</i>	
	<i>Contractor</i>	<i>VAA</i>
Baggage Carts, Corrals & Canopies		✓
Ice Control (<i>refer to the map</i>)	✓	
Landscaping		✓
Lighting		✓
Parking Equipment and Computer Equipment		✓
Oil Stain Removal & Oil Spill Cleanup		✓
Paved Surfaces, including crack filling		✓
Pavement Markings		✓
Sidewalks & Curbs (<i>including snow removal and ice control</i>)		✓
Signage		✓
Snow Removal (<i>refer to map</i>) see Note	✓	
Surface Drains, Catch Basins, Oil Separators		✓
Vegetation & Weed Control (<i>pavement surfaces only</i>)		✓

NOTES:

Note *Off-site location for snow dump site to be identified by VAA upon requirement.*

APPENDIX 'B'

VAA'S REQUEST FOR PROPOSALS

DRAFT

APPENDIX 'C'

CONTRACTOR'S PROPOSAL

**The attached Proposal is the
Response by [SUCCESSFUL PROPONENT] of [DATE]
to the Victoria Airport Authority's Request for Proposals for
Parking Management Services dated February 13, 2025**

DRAFT

SCHEDULE 'C'

PAYMENT TERMS

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1.1 AMOUNTS PAYABLE- GENERAL

- 1.1.1 The Contractor will pay all Gross Revenue to the VAA less the amounts which are payable to the Contractor as set out in Part 2 of the Articles of Agreement in this Contract – *CONTRACT PRICE*.
- 1.1.2 The Contractor will accept the amounts referred to in Clause 2.1.1 of the Articles of Agreement in this Contract – *MANAGEMENT FEE*, as full compensation for all Work provided by it to the VAA pursuant to this Contract including, without limitation, for any loss and/or damage arising out of the Work, the nature of the Work, any unforeseen obstruction or difficulty encountered in the performance of the Work and all risks of every description connected with the Work, and for all expenses incurred by it in connection with the performance of the Work that are for the account of the Contractor and for all of the Work and for well and faithfully performing the Work as stipulated in this Contract.
- 1.1.3 Nothing herein is intended to act as a waiver or limitation on the right of the Contractor to make a claim against or indemnity from the VAA with respect to loss or damage arising from the negligence or willful misconduct of the VAA or any breach by the VAA of its obligations under this Contract or at law.

1.2 PAYMENT OF GROSS REVENUE TO VAA

- 1.2.1 The Contractor will pay all Gross Revenue to the VAA less the amounts which are payable to the Contractor as set out in Part 2 of the Articles of Agreement in this Contract – *CONTRACT PRICE*, for the immediately preceding month, to the VAA by the fifth (5th) Business Day of each and every month of this Contract, commencing on **June 6, 2025**, and by the fifth (5th) Business Day of the month following the end of the Term of this Contract.
- 1.2.2 The parties hereto agree that the Gross Revenue payable by the Contractor to the VAA shall be paid as and when due by the Electronic Transfer of Funds (“ETF”) to the VAA’s general bank account as follows:

Account Holder: Victoria Airport Authority

Canadian Imperial Bank of Commerce (CIBC)
1175 Douglas Street
Victoria, BC V8W 2E1

Bank Identifier # 010
Branch Transit # 00090
Account # 94-05313

Phone # 250-356-4439 or 1-800-465-2422

or by such other means as may be mutually agreed upon between the parties.

1.3 FINANCIAL STATEMENTS

1.3.1 WEEKLY STATEMENT OF REVENUE

1.3.1.1 The Contractor will submit its Weekly Statement of Revenue for the immediately preceding week on each and every Friday during the Term of this Contract, commencing on **June 6, 2025**, and ending on the Friday of the week following the end of the Term of this Contract.

1.3.1.2 The Weekly Statement of Revenue referred to in 1.3.1.1 above will contain the following information for the preceding week:

- a) Gross Revenue, itemized by Revenue type and lot for each area with the Parking Facilities; and
- b) the amount of GST and/or any other applicable taxes charged.

1.3.1.3 The Weekly Statement of Revenue will be signed by a responsible authorized signing officer of the Contractor.

1.3.1.4 A sample Weekly Statement of Revenue is set out in Appendix 'A' hereto, for illustration purposes as to the operation of the payment terms of this Contract. VAA will provide the Contractor with a form of *Weekly Statement of Revenue* for its use, which may change from time to time.

1.3.2 MONTHLY STATEMENT OF ACCOUNT

1.3.2.1 The Contractor will submit its Monthly Statement of Account for the immediately preceding month, on or before the 5th Business Day of each month of this Contract, commencing on **July 7, 2025**, and ending on or before the fifth (5th) Business Day of the month following the end of the Term of this Contract.

1.3.2.2 The Monthly Statement of Account referred to in 1.3.2.1 will contain the following information:

- a) Gross Revenue, itemized by Revenue type and lot for each area with the Parking Facilities;
- b) Credit Card Processing Fees;
- d) Amount of the Management Fee; and
- e) the amount of GST and/or any other applicable taxes charged.

1.3.2.3 The Monthly Statement of Account will be signed by a responsible authorized signing officer of the Contractor.

1.3.2.4 The Contractor agrees to include its GST registration number on each Monthly Statement of Account and to remit to Revenue Canada any GST due.

1.3.2.5 If there is any reasonable objection by the VAA to any Monthly Statement of Account, the VAA will notify the Contractor of the nature of the objection within thirty (30) Days following the date on which the Monthly Statement of Account is received. The Contractor shall have a period of thirty (30) Days from receipt of such notice to provide to the VAA any written explanation or documentation to support the account or entry in question.

1.3.2.6 A sample Monthly Statement of Account is set out in Appendix 'B' hereto, for illustration purposes as to the operation of the payment terms of this Contract. VAA will provide the Contractor with a form of *Monthly Statement of Account* for its use, which may change from time to time.

1.3.3 ANNUAL GROSS REVENUE STATEMENT

1.3.3.1 Within ninety (90) Days after the last day of each Contract Year, the Contractor will deliver to the VAA a statement in writing signed and verified by the Contractor and certified correct by the accountant to or of the Contractor, who will be a Chartered Professional Accountant or Chief Financial Officer of the Contractor, setting forth with reasonable detail and particulars the Gross Revenue for such Contract Year.

1.3.3.2 If the certified statement referred to Clause 1.3.3.1 above discloses that the total Gross Revenue to be paid by the Contractor to the VAA for such Contract Year exceeds the Gross Revenue paid by the Contractor to the VAA for such Contract Year, the Contractor will pay the excess amount to the VAA forthwith upon delivery of such certified statement.

1.3.3.3 If the certified statement referred to in Clause 1.3.3.1 above discloses that the total Gross Revenue paid by the Contractor to the VAA for such Contract Year exceeds the Gross Revenue to be paid by the Contractor to the VAA for such Contract Year, the Contractor

may deduct the excess amount from the next Monthly Statement of Account delivered to the VAA pursuant to Clause 1.3.2.1 hereof.

1.3.4 ACCEPTANCE/DISPUTE OF FINANCIAL STATEMENTS

1.3.4.1 Acceptance by the VAA of any Financial Statements will not be construed as an admission by the VAA that the Work, or any part thereof is complete, satisfactory, accepted or in accordance with this Contract, and such acceptance will be without prejudice to the audit and inspection rights of the VAA referred to in Clauses 3.4.2 and/or 3.4.3 of Schedule 'B' - *INSPECTION AND AUDIT*.

1.3.4.2 Any dispute over a remittance of Gross Revenue or a payment to the Contractor from Gross Revenue, including the timing thereof, will not permit the Contractor to delay or suspend performance of the Work or any portion thereof. Such dispute will be resolved as set out in Part 5 of Schedule 'E' - *DISPUTES*.

1.4 INTEREST

1.4.1 Without waiving any other right of action of the VAA in the event the Contractor is delinquent after any of the Days above appointed in making the Gross Revenue payments required hereunder, the Contractor will pay interest thereon at the rate equal to 2% per month (26.824% per year), payable and compounded monthly retroactive from the date any such amount is due and payable until paid.

1.5 FAILURE TO PROVIDE STATEMENTS

1.5.1 Upon failure of the Contractor to submit the Financial Statement(s), pursuant to Clauses 1.3.1 and 1.3.2 of Schedule 'C' – *FINANCIAL STATEMENTS*, within the specified period, the VAA may avail itself of the provisions of Clauses 3.4.2 and/or 3.4.3 of Schedule 'B' - *INSPECTION AND AUDIT*, and cause to have the Financial Statement(s) prepared, in which case, the Contractor will repay and reimburse the VAA for all costs and expenses connected therewith or incidental thereto, plus such additional charges as may be applicable with the policies of the VAA for administration and overhead, forthwith upon receipt by the Contractor of appropriate accounts therefor from the VAA.

1.5.2 The Contractor further agrees and covenants that any failure to provide the statements aforesaid will constitute a breach of the conditions of this Contract and the Contract may be subject to the termination pursuant to Clause GC 4.2 of Schedule 'E' - *TERMINATION FOR CAUSE*.

APPENDIX 'A'
WEEKLY STATEMENT OF REVENUE
(Example of Calculations)

Period Covered: _DD/MM/YY to DD/MM/YY

SCHEDULE OF GROSS REVENUE

Lot One (Daily Parking Lot)	\$
Lot Two (Daily Parking Lot)	\$
Short Term Parking Lot	\$
Monthly Parkers - Daily Lot	\$
Employee Parking Lot – Airline Commuters	\$
Employee Parking Lot – Airport Employees	\$
Commercial Vehicle Lane	\$
Total Gross Revenue	\$
GST Collected	\$
TOTAL GROSS REVENUE & TAXES	\$

APPENDIX 'B'
MONTHLY STATEMENT OF ACCOUNT
(Example of Calculations)

Period Covered: MM/YY to MM/YY

SCHEDULE OF GROSS REVENUE

Lot One (daily parking lot)	\$
Lot Two (daily parking lot)	\$
Short Term Parking Lot	\$
Monthly Parkers - Daily Lot	\$
Employee Parking Lot – Airline Commuters	\$
Employee Parking Lot – Airport Employees	\$
Commercial Vehicle Lane	\$
Total Gross Revenue	\$
GST Collected	\$
TOTAL GROSS REVENUE & TAXES	\$

SCHEDULE OF FEES AND EXPENSES:

Management Fee:

Fixed Monthly Management Fee	(\$)
Credit Card Processing Fees	(\$)
Other	(\$)
Subtotal	(\$)
GST Paid	(\$)
TOTAL FEES, EXPENSES AND TAXES	(\$)
TOTAL GROSS REVENUE & TAXES LESS TOTAL FEES, EXPENSES & TAXES (DUE TO VAA)	\$

SCHEDULE 'D'

CONTRACT SECURITY & INSURANCE

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PART 1 CONTRACT SECURITY

1.1 LETTER OF CREDIT

1.1.1 The Contractor will, on or before the commencement date of this Contract, provide the VAA with an irrevocable, unconditional, letter of credit (the "Letter of Credit"), in the amount of \$ _____, which is equal to five (5%) percent of the total Management Fee for the Initial Term of the Contract. The Letter of Credit will be in a form deemed satisfactory by the VAA in its sole discretion. Without limiting the VAA's discretion to determine whether the Letter of Credit is in a satisfactory form, the Letter of Credit will at a minimum:

- a) state the face amount which may be drawn against it;
- b) subject to Clause 1.1.3 of this Section 1.1, state its expiry date;
- c) provide for payment to the VAA by way of the financial institution's draft against presentation of a written demand for payment signed by the VAA;
- d) provide that the financial institution's obligation to pay is not subject to claims or defences which the Contractor may have resulting from its relationship with the financial institution or the VAA; and
- e) be issued by a financial institution that is a Canadian chartered bank, trust company, or credit union.

1.1.2 The Letter of Credit will be held by the VAA as security for the faithful payment of all current and future liabilities of the Contractor to the VAA and the performance and observance by the Contractor of all the terms, covenants, and conditions in this Contract on the Contractor's part to be observed and performed, and to secure to the VAA the payment of any amounts to which the VAA may be entitled under this Contract.

1.1.3 The Letter of Credit referred to in Clause 1.1.1 will provide that it will not expire earlier than one (1) year from the date of its issue. In the event the Letter of Credit is not drawn upon earlier than three (3) weeks prior to its expiry and the Contractor fails to provide a renewal Letter of Credit, the VAA may withdraw the entire amount provided in the Letter of Credit and may hold the amount so drawn pursuant to Clause 1.1.2.

1.1.4 The VAA, at its option, in addition to any of its other rights and remedies provided for in this Contract or at law, may use, apply or retain the whole or any portion of the Letter of

Credit to the extent required to compensate the VAA for any loss, damages or expenditure incurred or suffered by the VAA by reason of the Contractor's default.

- 1.1.5 If the VAA does not terminate the Contract as permitted by Clause GC 4.2 of Schedule 'E' - *TERMINATION FOR CAUSE*, but uses, applies or retains the whole or any part of the Letter of Credit as permitted by Clause 1.1.4, the Contractor will restore the Letter of Credit to the original amount stipulated in Clause 1.1.1. Such additional amount will be delivered to the VAA by the Contractor within fifteen (15) Days after being notified, in writing, by the VAA of the amount due, failing which, the Contractor will be in default of this Contract. The application of the Letter of Credit by the VAA will not constitute a waiver nor in any way defeat or affect the rights and remedies which the VAA has in law.
- 1.1.6 If the Contractor fully and faithfully complies with all the terms, provisos, covenants, and conditions of this Contract, the Letter of Credit will be returned to the Contractor within thirty (30) Days of the end of the Contract.
- 1.1.7 The Contractor covenants and agrees that it will not assign or encumber or attempt to assign or encumber the Letter of Credit and that the VAA will not be bound in any such assignment, encumbrance, attempted assignment or attempted encumbrance.

PART 2 INSURANCE

2.1 INSURANCE TO BE SUPPLIED BY CONTRACTOR

- 2.1.1 Without limiting any other obligation or liability of the Contractor under the Contract, the Contractor will, at its own expense purchase, provide and at all times maintain during the Term of this Contract the following insurance:
- a) Comprehensive General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence involving bodily injury, death or property (or such higher limits as may be required by the VAA or any other competent authority acting reasonably), and protecting the Contractor and the VAA. Such policy, subject to the terms and conditions thereof, will pay on behalf of the insureds all sums which the insureds become legally obligated to pay against claims for personal injury (including death), or loss or damage to property arising out of the Work of the Contractor hereunder or arising out of an act or omission of the Contractor.
 - (3) **Property "All Risk" Insurance** which shall include coverage upon property of every kind and description owned by the Contractor, or for which the Contractor

is legally liable, or installed by or on behalf of the Contractor at the Parking Facilities, including, stock-in-trade, if appropriate, furniture, and fixtures. Such coverage shall insure at least against fire and such other perils as are from time to time included in the standard "all risks" coverage including, sprinkler leakage (where applicable), earthquake, flood and collapse, and shall be written in an amount not less than the full insurable value thereof calculated on a replacement cost basis with reasonable deductibles.

- b) Standard owners' form automobile policy providing third party liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00), and accident benefit insurance, covering all licensed vehicles owned or operated by or on behalf of the Contractor.
 - c) Crime coverage in an amount not less than Ten Thousand Dollars (\$10,000.00) per occurrence on all Monies collected and held in trust for the VAA, including without limitation a crime committed by robbery, theft or safe burglary.
 - d) Employee Dishonesty Insurance on all of the Contractor's employees in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
- 2.1.2 All required insurance policies will be with insurers licensed to underwrite insurance in the Province of British Columbia which are acceptable to the VAA.
- 2.1.3 All insurance to be provided by the Contractor will be maintained continuously during the Term of this Contract and the Contractor will cause each and every policy of the insurance to:
- a) with respect to liability insurance, be enforceable by any named or additional insured thereunder;
 - b) be primary to and non-contributing with any other insurance available to the VAA;
 - c) provide that the VAA be additional insureds thereunder, as their interests may appear;
 - d) provide for no less than thirty (30) Days prior written notice to the VAA of any cancellation, including cancellation for non-payment of premium, suspension or adverse material change in the insurance;

- e) include a "severability of interest" clause;
 - f) be written on an occurrence form basis;
 - g) subclauses 2.1.3 (a), (c), (d), and (e) will not apply to policies issued by the Insurance Corporation of British Columbia ; and
 - h) subclause 2.1.3 (e) and (f) will not apply to Crime insurance.
- 2.1.4 Prior to the commencement date of the Contract, the Contractor will provide the VAA with a certificate of insurance issued by the Contractor's insurance company, insurance broker or agency, certifying that all such insurance required herein is in force and will also furnish documentary evidence satisfactory to the VAA that the renewal or continuance of such insurance has taken place prior to the expiry date(s) thereof.
- 2.1.5 Upon the request of the VAA, the Contractor will supply to the VAA certified copies of all policies of insurance to be provided by the Contractor as proof positive that such insurance required under the Contract is in force.
- 2.1.6 If the Contractor fails to provide, maintain or pay for insurance or fails to provide documentary evidence of such insurance, all as required by this Contract, then such failure will constitute a default by the Contractor under this Contract. The VAA will have the right, but not the obligation, to provide, maintain and pay for such insurance and give evidence thereof to the Contractor, in which case the cost thereof will, at the option of the VAA, be payable by the Contractor to the VAA on demand.
- 2.1.7 Nothing herein contained will be construed so as to prevent the Contractor at its sole cost and expense, from taking out insurance for greater amounts or against additional perils than may be required under this Contract.
- 2.1.8 Nothing described herein will limit or restrict the liability of the Contractor in any way. Furthermore, the unavailability of any insurance required herein will not reduce or waive any of the Contractor's obligations to indemnify the VAA as required by Clause GC 7.1 of Schedule 'E'.

SCHEDULE 'E'

GENERAL CONDITIONS

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PART 1 GENERAL PROVISIONS

GC 1.1 AMENDMENT

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

GC 1.2 ASSIGNMENT AND SUBCONTRACTING

- 1.2.1 The rights, interests, duties and obligations of the Contractor under this Contract will not be assigned by the Contractor in whole or in part, directly or indirectly, without the prior written consent of the VAA (which consent may be unreasonably withheld) and any attempt on the part of the Contractor to assign such rights, duties or obligations under this Contract without such consent will be of no effect.
- 1.2.2 Any sale, transfer or assignment of any shares in the capital of the Contractor resulting in a change of control different from that which exists at the date of this Contract, which change will be determined by the VAA, will be deemed to be an assignment of this Contract and the prior written consent of the VAA to such sale, transfer or assignment of such shares will be required, which consent may be unreasonably withheld.
- 1.2.3 The Contractor covenants and agrees to pay the VAA's solicitor and client costs relating to the VAA's consent to an assignment of this Contract and any documents relating thereto together with the VAA's administrative fee in an amount reasonably determined by the VAA.
- 1.2.4 The Contractor will not retain or employ any Subcontractor or supplier to perform any part of its obligations under this Contract without the prior, written consent of the VAA.
- 1.2.5 No assignment of this Contract by the Contractor, nor implementation of any contract or sub-contract between the Contractor and any third party even though consented to by the VAA, will exonerate the Contractor from liability under this Contract and for the due performance and completion of the Work thereby contracted for.

GC 1.3 CONTRACTUAL RELATIONSHIP

- 1.3.1 This Contract is a personal Contract between the VAA and the Contractor and its essence is the provision of management, administration and maintenance of the Parking Facilities by the Contractor for the VAA.

- 1.3.2 For greater certainty, but not so as to limit the generality of the foregoing, the Contractor acknowledges and agrees that this Contract does not grant to it any proprietary or property rights or interests in the Parking Facilities or in the lands upon which they are situate and the Contractor further acknowledges and agrees that this Contract does not constitute a lease or license or other interest in the Parking Facilities and/or the lands upon which they are situate either in law or in equity.
- 1.3.3 Nothing in this Contract is intended to nor will it create any contractual relationship between the VAA and any Subcontractor or supplier or their agents, employees or any other person performing any of the Work.
- 1.3.4 No implied terms or obligations of any kind by either of the parties will arise from anything in this Contract, and only the express covenants and agreements of this Contract will be binding upon the parties.
- 1.3.5 The provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, negotiations, statements, representations, and agreements either verbal or written between the parties relating to the Work.

GC 1.4 FORCE MAJEURE

- 1.4.1 Neither party to this Contract will be responsible for any delay or failure to perform its obligations under this Contract where such delay or failure is due to fire, flood, lightning, tempest, earthquake, pandemic, impact of aircraft, explosion, or Acts of God, or war, civil unrest, or any cause beyond either party's control, excepting labour disruption or strike.
- 1.4.2 If a force majeure event occurs, the party who is delayed or fails to perform as a result will give prompt notice to the other party and will take all commercially reasonable steps to eliminate the cause of the force majeure event.
- 1.4.3 Should the force majeure event last for longer than thirty (30) Days, the VAA may terminate this Contract by notice to the Contractor without further liability, expense or cost of any kind.

GC 1.5 OFFICIAL LANGUAGES

- 1.5.1. The Contractor covenants that it will:
- a) comply with the *Official Languages Act (Canada)* and *Official Languages (Communications with and Services to the Public) Regulations* and any other

regulations made thereunder and as may be amended from time to time and all applicable policies of the Government of Canada;

- b) comply with all applicable policies established by the VAA, acting reasonably, which policies shall be finalized after consultation with the Contractor; to the extent that the same shall be applicable to the Parking Facilities and any business carried on therefrom;
- c) display or make available to the public in both official languages all printed and written material including signs, notices, instructions, directions, contracts, invoices and any other publications in connection with the Contractor's operations, which shall be made available for review on request of the VAA, acting reasonably;
- d) during every shift of operations in all areas of the Parking Facilities which are used for serving the public, have sufficient staff on duty to provide, within a reasonable period of time, an oral response capability in both official languages; and
- e) clearly demonstrate to members of the public that services are available in the official language of their choosing.

GC 1.6 ENVIRONMENTAL MATTERS

1.6.1 Interpretation - In this GC 1.6:

- a) **"Adverse Environmental Condition"** means the condition of the Parking Facilities or adjoining lands which has occurred after the establishment of the Victoria International Airport Environmental Baseline Study by Transport Canada of 1994 and as updated on March 6, 1997, and which condition is caused or contributed to by:
 - (i) non-compliance with any Environmental Requirements arising from the use or occupancy of the Parking Facilities or the exercise of the Contractor's rights under this Contract, or
 - (ii) any substance imported, manufactured, collected or discharged upon the Parking Facilities, to the extent that such substance may significantly adversely affect the value of the Parking Facilities.

- b) **“Environmental Liability”** means responsibility or fault for, ownership of, or allocation to, a Person of financial or other legal or equitable liability, whether based on tort, contract, Environmental Requirement, or common law which is connected with or arises out of the obligation to comply with the Environmental Requirements and/or the obligation to protect the natural environment, protect the Parking Facilities from pollution, contamination, or damage; or to protect the adjacent land, air, or water from nuisance, trespass or environmental damage or degradation.
- c) **“Environmental Requirements”** means the requirements of any and all federal, provincial, municipal, local, or other government statutes, laws, bylaws, regulations, or orders, in relation to, or providing for:
- (i) the protection of the natural environment;
 - (ii) habitat protection or enhancement;
 - (iii) the protection or improvement of land, air, or water;
 - (iv) the regulation of discharges;
 - (v) disposal of waste;
 - (vi) the manufacture, storage, use or disposal of any hazardous materials;
 - (vii) pollution prevention, control, avoidance, or regulation;
 - (viii) contaminated site regulation and remediation;

and includes orders, or directives made by any such governmental authority that has or would have jurisdiction over the Parking Facilities if they were privately owned commercial land.

1.6.2 Environmental Compliance

The Contractor will comply with and conform to all Environmental Requirements in respect of the Parking Facilities.

1.6.3 Remediation

- a) The Contractor will, from time to time, subject always to Section 1.6.5(c) at its own cost, repair and remediate any Adverse Environmental Condition, such works to be undertaken at least to the standards set by Environmental Requirements as if the Parking Facilities were private commercial lands.
- b) The Contractor will leave the Parking Facilities free and clear of all hazardous materials, contaminants, pollutants or other waste upon the expiry or earlier termination of this Contract.

1.6.4 Investigation and Report

- a) The Contractor will, at the VAA's request, but not more than once in each year, subject always to Section 1.6.4(c) provide the VAA with written assurance or other documents reasonably required by the VAA certifying and confirming that the Contractor has exercised due diligence and to the best of the Contractor's knowledge, is in compliance will all Environmental Requirements and no Adverse Environmental Condition exists relative to the Parking Facilities.
- b) If at any time the Contractor is not in compliance with all Environmental Requirements or if an event occurs which causes an Adverse Environmental Condition at, on or under the Parking Facilities, the Contractor will forthwith notify the VAA of the details of such event and the Contractor will forthwith provide reports, documents, and other certifications as reasonably required by the VAA certifying and confirming those facts and setting out a plan for remediation as required under the terms of this Contract , and the Contractor will forthwith take all appropriate steps to obtain approval for the remediation plans from the appropriate governmental authority and will comply with all Environmental Requirements that arise as a result of the Adverse Environmental Condition.
- c) In the event that the Contractor, in accordance with Section 1.6.4(a) above, provides anything other than confirmation of the absence of any Adverse Environmental Condition, and the Contractor, in the reasonable opinion of the VAA, is not taking action required under this Contract to remediate such Adverse Environmental Condition, then the VAA may require the Contractor to obtain, at its own cost and expense a qualified independent consultant to investigate the Adverse Environmental Condition, prepare all necessary studies, remediation or other action plan or proposal and to verify the Contractor's complete and proper compliance with all Environmental Requirements.
- d) The Contractor hereby authorizes and consents to the VAA making inquiries of any governmental agency with respect to the Contractor's compliance with Environmental Requirements pertaining to the Parking Facilities or any business conducted on or from the Parking Facilities, or with respect to any repair, remediation or other works being undertaken in compliance with Environmental Requirements on the Parking Facilities or adjacent to the Parking Facilities.

1.6.5 Indemnity and Allocation

- a) The Contractor will indemnify and save harmless the VAA from any and all liability, costs, claims or other liability or proceedings whether civil or criminal in nature arising from Environmental Liability resulting from the Contractor's conduct within of the Parking Facilities.
- b) If the Contractor will bring, permit, suffer or create any substance in, on or under any part of the Parking Facilities which causes or contributes to any Adverse Environmental Condition or triggers Environmental Requirements or causes Environmental Liability then notwithstanding any present or future environmental law, such substance will remain the sole and exclusive property of the Contractor and will not become the property or the responsibility of the VAA, notwithstanding the degree of affixation of the substance to the Parking Facilities or any land adjacent thereto.
- c) Notwithstanding the commencement date of the Term of this Contract, the Contractor acknowledges and agrees that it is responsible and liable for any Adverse Environmental Condition to the Parking Facilities caused by the actions, negligence or willful misconduct of the Contractor, its employees or agents.
- d) This Section is a contract allocating responsibility and liability to the Contractor to the extend set out in this Section 1.6.5 in accordance with the *Environmental Management Act* (British Columbia) or any successor legislation thereto, and the VAA and the Contractor agree that any allocation between them as responsible persons as defined in the *Environmental Management Act* will be undertaken taking into account this provision.

1.6.6 VAA to Undertake Environmental Works

If the Contractor fails to comply with any Environmental Requirement the VAA may, after reasonable Notice to the Contractor, elect to perform work in accordance with the same, in which event the VAA, its employees, contractors, subcontractors and consultants:

- a) Will have uninterrupted and unimpeded access to the Parking Facilities; provided that it will give Notice to the Contractor of all times and manner of access and will at all times act reasonably after consultation with the Contractor and carry out the work with due consideration to cost and to disruption of the operations of the Contractor.
- b) May enter onto the Parking Facilities by or with machinery and equipment, or not.

- c) May perform any such work at the cost and expense of the Contractor as is required hereunder.
- d) Will carry out any work undertaken in a good and workmanlike manner and once commenced carry on the same through to completion without undue interruption returning the Parking Facilities at completion to a condition as near as reasonably possible to the same condition as before the work.
- e) Will not thereby surrender any of its rights, protections, indemnities, or the allocation of responsibility and Environmental Liability hereunder,

and all Costs relating to the performance of the environmental work by the VAA will become forthwith due and payable by the Contractor to the VAA and will be paid by the Contractor to the VAA forthwith upon request by the VAA for payment, it being understood that failure to pay such amount will be deemed to be a Default.

1.6.7 Survival

The rights and obligations of the VAA and the Environmental Liability and other obligations of the Contractor under these Environmental Provisions will survive the expiry or earlier termination of this Contract except only that to the extent the performance of the Contractor's obligations requires access or entry onto the Parking Facilities or any part thereof after the expiry or earlier termination of this Contract, the Contractor will have such entry and access only at such time and upon such terms and conditions as the VAA may reasonably specify.

GC 1.7 GOVERNING LAW

- 1.7.1 This Contract will be governed and interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. In the event that any provision of this Contract is in conflict with any provincial or federal law or regulation, such provision will be deemed modified to conform with such law or regulation and all other provisions will remain in full force and effect.
- 1.7.2 Nothing in this Contract is intended to nor will be construed as limiting, waiving or derogating from any Federal Crown prerogative.

GC 1.8 INDEPENDENT STATUS

- 1.8.1 The parties expressly acknowledge that the Contractor is an independent contractor and

neither an agency, partnership, joint venture, joint enterprise, nor an employer-employee relationship is intended or created by this Contract

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

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

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

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

GC 1.9 INTENT OF THE CONTRACT

1.9.1 The intent of the Contract Documents is that the Contractor will supply, to the satisfaction of the VAA, all labour, materials, and services necessary for the full and complete performance of the Work in accordance with these documents but it is not the intent of these documents that the Contractor will perform work not consistent with, covered by, or, properly inferable from the Contract Documents.

GC 1.10 INTERPRETATIONS

1.10.1 If the Contractor is comprised of two or more persons or entities, all covenants, provisos, conditions or agreements will be construed as being joint as well as several.

1.10.2 Headings or captions are for convenience only, and are not to be construed as part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.

1.10.3 References to the masculine or the singular will include the feminine or the plural as the context requires.

1.10.4 The invalidity of any clause or subclause of a non-material nature will not affect any other clause or subclause of this Contract which will be construed as if such invalid clause or subclause were omitted.

GC 1.11 NOTICES

1.11.1 Whenever in this Contract it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if personally delivered, given by electronic mail, or sent by courier, priority post, or registered mail, return receipt requested, to the VAA or the Contractor, as appropriate, at their respective addresses which appear on page 1 of the Articles of Agreement.

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

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

- a) if delivered personally to the party or its contract representative, on the day it is delivered;
- b) if forwarded by courier, priority post, or registered mail, on the earlier of the date it is delivered or the third day after it was sent; or
- c) if forwarded by electronic mail, 24 hours after transmission with confirmed answer-back.

GC 1.12 STATUTES, REGULATIONS AND RULES

1.12.1 Any reference in this Contract to all or any part of any statute, regulations or rule, will, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

GC 1.13 SURVIVAL OF OBLIGATIONS

1.13.1 All obligations of each party which by their nature require all or part of their performance

or fulfilment after the expiry or termination of this Contract will (whether specifically provided for in this Contract or not) survive the expiry or termination of this Contract.

GC 1.14 TIME OF THE ESSENCE

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

GC 1.15 WAIVER

1.15.1 Any waiver of default, breach or non-observance by the Contractor of any of its covenants or obligations hereunder will not operate as a waiver of the VAA's rights hereunder in respect of any continuing or subsequent default, breach or non-observance.

PART 2 ADMINISTRATION OF THE CONTRACT BY THE VAA

GC 2.1 ADDITIONAL INSTRUCTIONS

2.1.1 During the performance of the Work, the VAA may at any time give additional instructions to the Contractor which instructions will be promptly followed by the Contractor.

2.1.2 Such additional instructions will be consistent with the intent of this Contract and will not be construed as changes to the Work.

GC 2.2 CONFIDENTIAL INFORMATION

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

GC 2.3 INSPECTION AND EXAMINATION OF WORK

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

2.3.2 In the event the VAA determines in its sole opinion that the Work or any portion of the

Work is deficient, non-compliant with this Contract or defective, the Contractor will immediately resolve the problem(s) to the full satisfaction of the VAA.

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

GC 2.4 INTERPRETATION OF CONTRACT BY VAA

- 2.4.1 In the event a question arising from the Contract about anything to be done or which has been done by the Contractor, including but not limited to:

- a) the meaning of anything in the Scope of Work;
- b) the meaning of anything in the Contract in the case of any error, omission, obscurity or discrepancy in wording or intention of the Contract; or
- c) whether the requirements of the Contract are being met;

the question will be decided by the VAA whose decision will be final, binding and conclusive, but subject always to GC 5.2 - *ARBITRATION*.

- 2.4.2 The Contractor will promptly perform the Work according to any decisions of the VAA made under GC 2.4.1 and in accordance with any consequential directions made thereafter by the VAA.

GC 2.5 OWNERSHIP OF DOCUMENTATION AND PROPERTY

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

- 2.5.2 All documentation prepared or property produced by or at the discretion of the Contractor directly or indirectly in connection with the Work, which the VAA in its sole discretion determines may have intellectual property value, will be deemed owned by and to be the sole property of the VAA.

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

the intellectual property throughout the world.

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTRACT MANAGER

- 3.1.1 The Contractor will within ten (10) Days of the signing of this Contract or prior to commencing work (whichever is earlier), designate a Contract Manager to be in charge of the day to day performance of the Work for the Contractor.
- 3.1.2 The Contractor will not substitute a Contract Manager without first advising the VAA.
- 3.1.3 Upon request of the VAA the Contractor may be required to remove any Contract Manager, who the VAA in its sole opinion deems to be unsuitable and to replace the person with one who is acceptable to the VAA, which request will not be construed as interference with the Contractor's performance of the Work.

GC 3.2 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 3.2.1 Subject to the Contract the Contractor will have complete control of the Work and will effectively direct and supervise the Work so as to ensure conformity with this Contract.
- 3.2.2 The Contractor will carry out the Work described in this Contract in a careful and workmanlike manner to the full and complete satisfaction of the VAA.
- 3.2.3 The Contractor expressly warrants that all materials, goods and supplies provided by the Contractor to be used in the performance of the Work will be new, fit for the intended purpose, of merchantable quality, free from all defects, of the best quality and carefully installed or applied (if applicable) in accordance with any manufacturer 's specification and warranty requirements.

GC 3.3 LABOUR AND INDUSTRIAL RELATIONS

- 3.3.1 The Contractor will make every effort to perform the Work and/or cause his Subcontractors and suppliers to perform the Work, both on and off the Airport, in a

manner which avoids all labour disputes, including compliance with any rules or instructions issued by the VAA regarding industrial relations.

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

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

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

GC 3.4 SUBCONTRACTORS

3.4.1 The Contractor will advise the VAA, in writing, of which Subcontractors and suppliers it intends to use for performance of any portion of the Work within (10) ten Days of the signing of this Contract or prior to commencing the Work (whichever is earlier) and, unless the VAA objects at such time, the Contractor will employ those Subcontractors and suppliers as indicated.

- 3.4.2 The VAA may, for reasonable cause, object to the use of a proposed Subcontractor or supplier and require the Contractor to employ another, to whom the Contractor has no reasonable objection.
- 3.4.3 The Contractor may not change Subcontractors or suppliers, once agreed upon, without the prior, written consent of the VAA.
- 3.4.4 The Contractor shall ensure that any Subcontractor will adhere to all of the Contractor's obligations and requirements under this Contract as if they were the Contractor themselves and that the subcontracting by the Contractor of any portion of the Work does not absolve the Contractor of any of its responsibilities and obligations hereunder. The Contractor will preserve and protect the rights of the VAA with all Subcontractors and suppliers it employs and will:
- a) enter into written contracts with such Persons to require them to perform their work under this Contract;
 - b) incorporate all the terms and conditions of this Contract into all contracts with Subcontractors and suppliers; and
 - c) be as fully responsible to the VAA for the acts and omissions of Subcontractors and suppliers and other persons employed by them, directly or indirectly, as the Contractor is for the acts and omissions of the Contractor's own employees.

GC 3.5 WARRANTY ON PARTS AND MATERIALS

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

PART 4 NON-COMPLIANCE, SUSPENSION AND TERMINATION

GC 4.1 FAILURE TO COMPLY WITH VAA DECISIONS

- 4.1.1 If the Contractor fails to comply with any decision or direction of the VAA made pursuant to this Contract, the VAA may, upon notice to the Contractor, employ such methods as the VAA deems advisable to do that which the Contractor failed to do, at the Contractor's cost and expense
- 4.1.2 The Contractor will be liable for and will upon demand pay to the VAA an amount equal to the aggregate of all costs, expenses and damages including the cost of any methods

the VAA employed in GC 4.1.1 by reason of the Contractor's failure to comply as above.

GC 4.2 TERMINATION FOR CAUSE

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

- a) an Order is made or a resolution is passed or a petition is filed for the liquidation or winding-up of the Contractor;
- b) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- c) on becoming bankrupt or insolvent makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors;
- d) a receiver or receiver manager of any property of the Contractor is appointed;
- e) the Contractor ceases in the reasonable opinion of the VAA to carry on business;
- f) the Contractor fails to promptly make the payments, referred to in Clause 1.2 of Schedule 'C', to the VAA;
- g) the Contractor fails to provide and maintain the Letter of Credit or the insurance coverage referred to in Schedule 'D' of this Contract;
- h) the Contractor has in any way become unable or unwilling to carry on the Work or any part thereof;
- i) the Contractor has abandoned the provision of the Work or any part thereof;
- j) the Head Lease between the VAA and the Crown is terminated for any reason whatsoever;
- k) the Contractor has committed what the VAA in its sole discretion determines is a breach of a fundamental term of this Contract including, without limitation, the types of breaches of Contract referred to in GC 4.2.2, which the VAA in its sole discretion determines is of such a serious nature as to warrant immediate

termination of this Contract without giving the Contractor notice under GC 4.2.2 to remedy any such breach of the Contract.

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

- a) the Contractor 's actions have or may compromise the operation of the Parking Facilities, create potential revenue loss or constitute an inadequate level of customer service;
- b) the Contractor has failed or is failing to diligently perform the Work stipulated for in this Contract or has failed to comply with the instructions of the VAA;
- c) the Contractor has failed or is failing to supply enough competent personnel or management as is necessary to ensure performance of the Work under this Contract;
- d) the Contractor has failed to observe or has breached any other term, condition or provision of this Contract;

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

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

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

4.2.3 In the event of termination of this Contract pursuant to this GC:

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

right to further payment is extinguished upon the effective date of such termination.

GC 4.3 REMEDIES

- 4.3.1 Termination of this Contract will be without prejudice to any and all other remedies pursuant to this Contract or at law which the VAA may have as a result of the Contractor's failure to observe and perform the terms and conditions of this Contract.
- 4.3.2 The rights, powers and remedies conferred upon the VAA under this Contract are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the VAA either under this Contract, at law or in equity and the exercise by the VAA of any right, power or remedy will not preclude the simultaneous or later exercise by the VAA of any other right, power or remedy.

GC 4.4 SET-OFF

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

GC 4.5 COMPETITION

- 4.5.1 The Contractor acknowledges that the success of the Parking Facilities and income of the VAA therefrom are dependent upon the generation of Gross Revenue.
- 4.5.2 The Contractor agrees that it shall not, without the prior written consent of the VAA, during the Term:
- a) engage directly or indirectly in any business or undertaking;
 - b) permit any director, officer, shareholder, employee, contractor, agent or other Person who is not acting at Arm's Length with the Contractor, to engage directly or indirectly in any business or undertaking;

which is carried on within a radius of ten (10) kilometers from any point on the perimeter of the Airport Lands and which business or undertaking is advertising Airport Parking and actively offering parking directed specifically to Airport customers in direct competition with the Parking Facilities.

- 4.5.3 Where the Contractor contravenes the provisions of GC 4.5.2 then, in addition to any other right or remedy available to the VAA under this Contract or at law, the VAA may, at its option apply for an injunction from any court of competent jurisdiction restraining the Contractor from breaching the provisions of GC 4.5.2.
- 4.5.4 In the event the VAA applies for an injunction restraining the Contractor from breaching the provisions of GC 4.5.2, the Contractor hereby consents to any such application for injunctive relief.

PART 5 DISPUTES

GC 5.1 DISPUTE RESOLUTION

- 5.1.1 Each party will endeavour honestly and in good faith to identify and resolve promptly by agreement all disputes and issues related to this Contract or the performance of the Work.
- 5.1.2 If the parties are unable to resolve a dispute they will give due consideration to engaging in alternative dispute resolution procedures, including without limitation, mediation or arbitration, that the parties consider suitable and appropriate with respect to the resolution of any such dispute or issue.
- 5.1.3 The Contractor will not stop or delay performance of the Work pending resolution of any such dispute or issue, but may give notice to the VAA promptly upon becoming aware that such a dispute or issue exists that the Contractor is performing under protest, in which case the Contractor does not prejudice any of its legal rights in relation to that dispute or issue.

GC 5.2 ARBITRATION

- 5.2.1 Subject always to GC 5.2.2, either party may refer a dispute to arbitration, in which event the same will be determined by one arbitrator (provided the parties agree on such arbitrator) in accordance with the provisions of the *Arbitration Act of British Columbia, R.S.B.C. 2020 c.2*, except that all proceedings will take place in Greater Victoria. If the parties do not agree upon an arbitrator within twenty (20) Business Days of notice of arbitration, each party will appoint their own arbitrator, who will then appoint a third arbitrator and the dispute referred to arbitration will be determined by three arbitrators in accordance with the provisions of the aforesaid *Arbitration Act*.

5.2.2 Any dispute may be submitted to arbitration except:

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

unless both parties otherwise agree.

GC 5.3 JURISDICTION OF COURTS

5.3.1 Subject to the provisions of GC 5.1 and GC 5.2 hereof, the Courts of British Columbia will have the exclusive jurisdiction to entertain and determine all disputes and claims whether for specific performance, injunction, declaration or otherwise howsoever, both at law and in equity, arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and to hear and determine all questions as to the validity, existence or enforceability thereof.

PART 6 PROTECTION OF PERSONS AND PROPERTY

GC 6.1 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

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

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

6.1.2 The VAA may direct the Contractor to do such things and to perform such additional Work

as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of GC 6.1.1, and the Contractor will promptly comply at its own expense with any such VAA direction.

- 6.1.3 In the event of any damage to Airport, VAA property, or the property of any Airport customer, by the Contractor, regardless of cause, the Contractor will give immediate written notice to the VAA; will conduct immediate investigations as to the cause and extent of the damage; and, will obtain statements from all Persons having knowledge of the damage or the circumstances of the incident, exact statements of the duties of any employees, officers or agents involved, copies of any reports made to the police or insurers and any other information and material that the VAA may require.

GC 6.2 LIABILITY FOR INJURY AND/OR DAMAGE

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

- a) personal injury, or infringement of any personal or civil right; or
- b) damage to lands, buildings, structures, roads or property of any kind or description; or
- c) any infringement of any right, privilege, easement or statutory right of way whatsoever;

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

- 6.2.2 The VAA may:

- a) direct the Contractor to do such things and to perform such additional Work as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of GC 6.2.1; and
- b) in the event the Contractor fails to make good any loss or damage for which it is liable within a reasonable time after being directed to do so by the VAA, the VAA may cause the loss or damage to be made good, at the Contractor's cost and expense.

GC 6.3 WORKERS' COMPENSATION

- 6.3.1 The Contractor will fully comply with all requirements of the *Workers' Compensation Act of British Columbia*, R.S.B.C. 1996 c 492, as amended, (or any replacement statute). The Contractor unconditionally guarantees to the VAA full compliance with the conditions, regulations and laws relating to Workers' Compensation by the Contractor.
- 6.3.2 Any penalties, fines, financial assessments and the like resulting from any failure on the part of the Contractor to comply with the provisions of the *Workers' Compensation Act* will be paid by the Contractor when due. The Contractor agrees to indemnify and save harmless the VAA with respect thereto.

GC 6.4 AIRPORT RULES

- 6.4.1 In the performance of the Work, the Contractor will comply with all Airport rules, directives, and operating procedures relative to the performance of this Contract and management and operation of the Airport, including, without limitation, those relating to security, safety, fire, sanitation and traffic control, and the Contractor will promptly abide by all such rules, directives and operating procedures as established from time to time by the VAA.
- 6.4.2 In particular, the Contractor, will fully comply with this Schedule E's Part 9: Airport Safety and Security Requirements.

GC 6.5 NON-DISPARAGEMENT

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

GC 6.6 TEMPORARY SUSPENSION OF WORK

- 6.6.1 Without limiting or restricting the generality of any other provision of this Contract:

- a) in the event that the VAA deems it necessary or expedient to suspend Airport operations, the Contractor shall not have any claims against the VAA, nor be entitled to any compensation or indemnity for any cause related to such suspension;
- b) the Contractor shall not have nor make any claims against the VAA, unless caused by the gross negligence of the VAA, for any costs or damages which the Contractor may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from whatever cause arising in services supplied by the VAA hereunder.

PART 7 INDEMNIFICATION

GC 7.1 INDEMNIFICATION BY CONTRACTOR

- 7.1.1 The Contractor assumes the entire responsibility and liability for and will indemnify, protect and hold harmless the VAA and the Crown from and against all liabilities, suits, actions, judicial or administrative proceedings, claims, demands, damages, penalties, fines, costs and expenses of whatsoever kind or character (including but not limited to all costs and fees for investigation and defence thereof) arising out of or alleged to have arisen out of any act, or connected directly or indirectly with any act or omission of the Contractor, whether accidental, negligent, or deliberate, under this Contract or the Work to be performed thereunder. Neither this indemnity, nor any action taken by the VAA to enforce this indemnity will restrict in any way the rights of the VAA to terminate this Contract pursuant to GC 4.2, or to exercise its rights under GC 7.1.4.
- 7.1.2 The Contractor will also indemnify the VAA from all costs, charges and expenses sustained or incurred by the VAA in or about all claims, actions, suits and proceedings arising from any alleged or actual intellectual property infringement arising out of the performance of the Work or the Contractor's obligations under this Contract.
- 7.1.3 The Contractor will further indemnify and save harmless the VAA and the Crown against all damages, losses and costs sustained or incurred by the VAA or the Crown resulting from any such default or breach.
- 7.1.4 The Contractor further agrees that notwithstanding any statute or law to the contrary, the exercise of the VAA's or the Crown's rights in the Contract will not prejudice any other rights or recourse of the VAA or the Crown at law, in equity or under this Contract.

7.1.5 All obligations of the Contractor arising pursuant to this GC 7.1 by reason of any matter occurring prior to termination of this Contract, will notwithstanding any provision of this Contract or any law now or hereafter in force, continue in full force and effect until discharged.

GC 7.2 DEFENCE OF ACTIONS

7.2.1 On behalf of and in the name of the VAA, the Contractor will:

- a) defend any and all suits against the VAA caused or alleged to have been caused by any act, failure to act, omission, fault or negligence of the Contractor in law, in equity or by this Contract, with respect to which the Contractor has agreed to indemnify the VAA, even if such suit is groundless, false or fraudulent;
- b) pay any judgment rendered in any such suit, including courts costs; and
- c) pay the fees and disbursements of counsel which the VAA may deem necessary or desirable to employ in connection therewith.

7.2.2 The VAA will have the right, if it so elects, to take an active part in the defence of any such suit, and to file intervention or other proceedings if it deems such action desirable.

7.2.3 The Contractor will have the right to make settlement of any such suit as it may deem expedient, provided however that if the Contractor fails to make settlement within thirty (30) Days after notice of the suit from the VAA and if the VAA believes in good faith that such failure will harm the VAA in its relations with the claimant or others, the VAA may give the Contractor notice of such harm. If the Contractor, after such notice, fails to make settlement within ten (10) Days, the VAA may make reasonable settlement with the claimant and the Contractor will immediately reimburse the VAA for such portion of the settlement as the VAA in its sole discretion designates as the Contractor's share.

GC 7.3 INDEMNIFICATION BY THE VAA

7.3.1 The VAA will indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of this Contract that are directly attributable to:

- a) negligent acts or wilful misconduct of the VAA; and
- b) intellectual property infringement by the Contractor employing a model, plan, specifications, design or any other thing related to the Work that was supplied to the Contractor by the VAA.

GC 7.4 LIMITATIONS OF LIABILITY

- 7.4.1 Neither the VAA nor the Crown will be responsible or liable to the Contractor for any loss, injury or property damage suffered by the Contractor or other Person and caused by or in relation to:
- a) the provision of any temporary interruption, suspension, discontinuance or failure to provide any utilities by the VAA;
 - b) other contractors , occupants or other Persons for whom the VAA is not responsible at law;
 - c) theft of property of the Contractor;
 - d) theft of Monies collected by the Contractor and held in trust for the VAA;
 - e) any damage or loss insured or required to be insured by the Contractor under this Contract; and
 - f) any act or omission by the VAA in curing or attempting to cure any default or breach of the Contractor under this Contract.
- 7.4.2 The Contractor hereby expressly assumes the risk in respect of the matters set out in GC 7.4.1, and agrees to indemnify and hold harmless the VAA and the Crown with respect thereto and releases the VAA and the Crown from any liability in respect thereof.

PART 8 MISCELLANEOUS PROVISIONS

GC 8.1 LAWS, RULES, PERMITS AND FEES

- 8.1.1 Unless otherwise stated in this Contract, the Contractor will be responsible for obtaining such licenses, permits or approvals from Federal, Provincial, Municipal or other Government Authorities, as may be necessary to enable the Contractor to perform the Work required under this Contract.
- 8.1.2 The Contractor will comply with all laws and regulations relating to the performance of the Work, including environmental protection, whether federal, provincial, municipal or local. The Contractor will also comply and conform to the requirements of such provincial and municipal codes, regulations, and bylaws of general application, which are designed to secure the health, safety, convenience and welfare of the inhabitants or occupiers of buildings and structures as if the Airport were a property other than a federal public property. Where more than one law or regulation applies, the more stringent provision will apply.

8.1.3 All appropriate and/or required permits will be displayed at the Parking Facilities.

PART 9 AIRPORT SAFETY AND SECURITY REQUIREMENTS

GC 9.1 GENERAL PROTECTION

9.1.1 The Contractor will:

- a) not disrupt or impede Airport business at any time except as permitted by the VAA;
- b) furnish temporary protection, as and when required, for the safety and safe handling of all pedestrians and vehicles using the Parking Facilities;
- c) collect and secure all Monies accumulated from the operation of the Parking Facilities;
- d) not conduct any operation or install any equipment on the Parking Facilities that will cause electronic interference or hazard to the navigation of aircraft. Upon receiving notice from the VAA of any interference or hazard, the Contractor shall at its own expense immediately take all steps, as may be necessary, to remove the interference or hazard to the satisfaction of the VAA;
- e) not bring onto or store at the Parking Facilities or Airport any goods of an explosive, dangerous, inflammable or noxious nature except with the prior written consent of the VAA; and
- f) contact the YYJ Security Operations Center (SOC) at the beginning and end of each workday, to enhance communication.

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

GC 9.2 KEYS

9.2.1 The VAA will provide to the Contractor a sufficient number of keys as may be required for use by the Contractor's personnel to access the Parking Equipment, and the buildings and booths in the Parking Facilities. Key holders will be subject to the following conditions of issue:

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