



REQUEST FOR PROPOSALS

Saint John Airport Inc.

CLIMATE CHANGE, RISK ASSESSMENT AND ENVIRONMENTAL MANAGEMENT RESILIENCY STRATEGY

Date Issued:

07 August 2020

Final Date and Time for Receipt of Proposals:

10 September 2020 (14:00AST)

Location for Submission of Proposals:

Saint John Airport Inc.
4180 Loch Lomond Road
Saint John, NB E2N1L7

Contact for the Request for Proposals

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PROJECT BACKGROUND

Definitions

“Consultant”, means the person, natural or corporate, deemed the successful Proponent.

“Contract Agreement” means the executed and delivered contract for the services for this project.

“Her Majesty” means Her Majesty the Queen in Right of Canada as represented by the Minister of Transport, and any person authorized in writing by the Minister of Transport to act on his or her behalf, and shall include the successors and assigns of Her Majesty;

“Proponent” means a person, natural or corporate, who submits a Proposal to the Saint John Airport pursuant to this Request For Proposals.

“Proposal” means an offer from a Proponent to provide services, acceptance of which by the Saint John Airport Inc. may be subject to further negotiation prior to or at the time of award.

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

“Sub-Consultants” means a person, natural or corporate, that is affiliated and/or employed by the Consultant.

“YSJ Project Manager” means the person designated by the Saint John Airport Inc. from time to time to act as the representative for the Saint John Airport Inc. for the purposes of this RFP, and the CLIMATE CHANGE, RISK ASSESSMENT AND ENVIRONMENTAL MANAGEMENT RESILIENCY STRATEGY Project, or his/her designate.

“YSJ” means Saint John Airport

“SJAI” means Saint John Airport Inc.

Introduction

The mandate of the Saint John Airport Authority (SJAA) is to operate the Saint John Airport to serve the travel needs of the residents of southwestern New Brunswick. The Saint John Airport currently serves more than 280,000 passengers annually. The Saint John Airport is a key driver of regional economic activity, a significant member of the National Airport System, and a provincial strategic priority. The Saint John Airport aims to consistently improve its environmental performance, energy efficiency and effective use of resources, emergency preparedness, and public stewardship.

In support of the above, Saint John Airport Inc. (SJAI) has received funding under Transport Canada’s Transportation Asset Risks Assessment (TARA) program to conduct a study that will enable the SJAA to better understand and respond to the challenges raised by climate change in the short, medium and long term. SJAA is therefore seeking a qualified and experienced consultant to design and

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execute a study which will enable the airport to prepare for and address the potential effects of climate change regarding:

- development and maintenance of SJAA infrastructure
- protecting airport operations
- increasing its resiliency following extreme weather events, and
- protecting sensitive environmental features and populations.

Examples of potential climate change impacts include, but are not limited to:

- Wind/wind load levels (winter and summer)
- Temperature
- Heat waves/drought
- Precipitation
- Fog
- Ice loading

Examples of potential areas impacted include, but are not limited to:

- Rainfall/flooding management
- Migratory birds and large animals
- Wetlands
- Operational wastewater management
- Existing operations and infrastructure

[A Risk Based Approach](#)

The acquisition and analysis of baseline data and climate change predictions will help Saint John Airport decision makers establish a risk catalogue, develop metrics, identify hazard risk thresholds, and create GIS figures of established and future vulnerabilities that may be impacted by climate change. Reporting will transparently indicate challenges faced by the project, barriers to assessment of climate risks to transportation assets, and any potential ways to overcome these obstacles. As part of the delivery of this project the Saint John Airport and project partners are looking to augment and increase our information sharing with other critical infrastructure owners and operators.

The successful proponent will conduct research and analyze the SJAA's current and future risks and vulnerabilities to climate hazards. The results of this assessment will serve as the foundation of incorporating a broader strategy for climate change into the overall plans and operations at the Saint John Airport.

While the study's primary focus is infrastructure and operations risk management, the SJAA is also interested in the opportunity to show community leadership through climate change outreach initiatives with suppliers, customers, and other stakeholders. Proponents are invited to consider this added value aspect in their response.

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Available Background Information

The successful proponent will have access to a variety of background information, including:

- Saint John Airport Environmental Baseline Study
 - Volume 1 Site Audit and Storage Tank Assessment (December 1996)
 - Volume 2 Environmental Site Investigation (December 1998)
- Saint John Airport Master Plan (2010 - 2030) (including Land Use Plan)
- Saint John Airport Master Plan (2002)
- Saint John Airport Strategic Plan 2020 -2024
- Business Plan for 2020
- 2018 Annual Report (available at www.saintjohnairport.com)
- 2019 Annual Report (when available)
- Saint John Airport Economic Impact Study (2016)
- Master Plan - Ground Lease Requirements

Key Project Activities

Note that this following section provides the minimum expectations of SJAA. Proponents are expected to apply their knowledge and expertise with respect to climate change and the potential impact on transport infrastructure, and airports, to develop an optimum project design and execution plan, including sequencing of tasks.

The project is expected to include the following key activities:

1. A review of best practices and lessons learned by other airport authorities, including a review of software solutions to analyze economic impact.

2. Creation of a prioritized Risk Registry for general SJAA Climate Change Risk. It is anticipated that this task will include, but not necessarily be limited to:

(a) Review and analysis of available data and trends, including:

- Available climate data;
- SJAI NavCanada monitoring data;
- Environment Canada historical data; and
- Any further available seasonal and worse case environmental hazard data.

(b) Identification and analysis of risks (first phase), includes:

- Vulnerability analysis of critical airport infrastructure, operations, and environmental features
- Develop a climate change forecast/model for SJAA using appropriate geospatial parameters and modelling techniques.

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- Identify interactions and, using an appropriate methodology, develop a risk register showing as a minimum: description of risk and interaction; frequency/likelihood; severity of impact; mitigation (divided into emergency response and prevention measures).
- Develop a GIS based model for site analysis of risk. To include: the location of buildings, environmental features, site vulnerabilities, tenant management, onsite mitigation capabilities, etc. To be developed using ArcGIS. The model should be updated throughout the project and on completion should be provided to SJAA in a manner that will enable continued use into the future.

(c) Establish relevant metrics and worse case hazard threshold levels and determine what climate change challenges and thresholds will significantly affect the Saint John Airport. Incorporate into GIS model.

(d) Peer review phase. Conducted by Dr. Michelle Gray of UNB.

(e) Refinement of risk register and GIS model based on peer review.

3. Provision of draft and final reports including risk register and GIS mode. Note that reporting should transparently indicate challenges faced by the project, barriers to assessment of climate risks to transportation assets, and any potential ways to overcome these obstacles.

INSTRUCTIONS TO PROPONENTS

Submission of Proposal

The proposals will be evaluated based on both technical aspects and cost. The evaluation criteria are shown in Appendix A. Proposals must be received **on or before 2:00 pm (AST) September 10th, 2020.** In the interest of time proposals are to be submitted by email with two separate files clearly named “Technical Proposal” and “Financial Proposal” (these words to be included in the file names).

The Technical and Financial proposals **must** be emailed separately with the subject line of the email clearly stating Technical or Financial proposal. The financial proposal must include a firm fixed lump sum fee for all costs associated with this work. This fee is to include, labour costs, out of pocket expenses such as travel, printing, courier, computer, fax and telephone costs as well as any and all professional services to be obtained outside the firm. Appendix B is a Cost Proposal Form to be used in the cost proposal submission. Additionally, a rate schedule is requested in an accompanying table to facilitate potential extra work. The maximum upset limit for this project is \$195,000 excluding applicable taxes.

The Technical Proposal is to be prepared in Times New Roman Font 11 or equivalent, with single line spacing. The maximum page limit for the proposal is 25 pages, including Project Descriptions and Key Staff CVs, not including project references and testimonials, copies of addendums to the RFP and any front cover/title page.



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All proposals must be directed to the Project Authority.

Project Authority

Cindy Thorn,

Director of Operations,
Saint John Airport Inc.
4180 Loch Lomond Road, Saint John,
NB E2N 1L7, Canada
cthorn@sjairport.ca

Question Period

Questions and requests for clarification may be submitted by email to the Project Authority up to 14:00 AST on September 3rd 2020. No other form of communication will be accepted with respect to the RFP.

All questions must be submitted in writing to the project authority. Should a clarification be required, which in the view of the SJAA could have a bearing on the outcome of the evaluation process, it will be documented by the SJAA and issued to all prospective consultants as an Addendum to the RFP. Prospective consultants are required to sign and date each Addendum received and submit a copy of the same to the SJAA as part of the Proposal submission.

Project Award

The Saint John Airport Authority reserves the right, to award this proposal in any manner deemed to be in the best interest of the Saint John Airport Authority.

The Saint John Airport Authority does not, by virtue of this RFP, commit to an award of this project, or to accepting the lowest price or any proposal submitted.

The Saint John Airport Authority reserves the right to reject outright any proposal it deems as non-compliant to the requirements of this RFP.

OTHER PROJECT CONDITIONS

Media

The Consultant shall not entertain nor respond to any request for project related information or questions arising from the media. All such inquiries are to be directed to the SJAA Project Authority.

Meetings

The Consultant shall arrange meetings as required to meet the Project schedule. Such meetings shall include, as needed, representatives from the Consultant's team, SJAA personnel, and other

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stakeholders. The Consultant shall attend these meetings, record the issues and decisions, and prepare and send minutes within forty-eight (48) hours of the time of the meeting to the Project Authority for approval and/or correction before distribution to all parties.

Contractual and Insurance Requirements

The successful consultant upon award must provide proof of insurance as stipulated in Appendix C. These requirements are mandated by the terms of our ground lease with the Federal Government. These contractual requirements form part of the Terms of Agreement of this engagement.

Contractual Administration

Payments may be made on a Project Schedule basis or Lump Sum upon completion of project whichever is most convenient for the successful bidder. The proposal must include a firm fixed price for all costs as indicated above.

TECHNICAL PROPOSAL

Consultants Understanding of the Work (Available Points: 5)

Proponents are requested to set out in this section their understanding of the work requested in this RFP. As a minimum, proponents are expected to show a clear understanding of the challenges that transport infrastructure, and airports may face as a result of climate change. This should include the potential for climate change to directly impact infrastructure and operations, as well as the potential for knock-on effects arising from climate change driven decisions taken by their main customers.

Consultants Work Plan (Available Points: 30)

In this section the proponent should clearly set out their proposed work plan for the design and execution of this project including all deliverables. The work plan should cover as a minimum the following items and activities:

- I. The process for establishing and managing the scope of the project. This should clearly set out the proponent's proposed approach to scope management and how they will interact with the SJAA. It is the proponent's responsibility to ensure that they have adequately understood the scope of services required under this RFP. If the proponent believes there are gaps contained within the scope then they should note and address these within this part of their proposal, including the rationale for any such inclusions. Such items should be clearly identified separately within the Financial Proposal. Prospective proponents should note that the maximum upset limit for this project will remain unaltered.
- II. The proposed project schedule, showing how the performance of tasks and sub-tasks are to be executed such that all project deliverables can be completed to the expected quality standard and in accordance with project milestones. The proponent is to establish their own schedule for the project; however, it must meet the following critical criteria:

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- a. Project kick-off: meeting to be held within one business week of notification to the successful proponent of project award.
- b. Final deliverables: all final deliverables to be provided to SJAA by March 01st, 2021.
- c. Include a three-week allowance for peer review following the presentation of the draft report.

The proponent should indicate in this section how progress against schedule is to be monitored as well as the processes to be used to proactively respond to and correct any variations from schedule which have the potential to impact on critical milestone dates.

- III. The proponent will clearly set out and describe the tasks, sub-tasks, methods, equipment, and technology (including software) that will be used to conduct this project. In their description the proponent will describe their selected methods and techniques and why they have been chosen (the advantages to the project and to SJAA) as well as indicate any other methods and techniques considered and why they were not selected. As a minimum this should cover review of existing information, acquisition and analysis of data, assessment of airport infrastructure and operations, risk assessment and development of deliverables, including GIS deliverables. The proponent will also identify and list any equipment, data sets, or other assets that are to be acquired for the conduct of the project. The proponent is expected to consider lead times for such acquisitions (if any) within their proposed schedule.
- IV. For this project, the proponent is to identify a maximum of **five** Key Staff. (A Project Manager and up to four other technical/discipline leads). In this section the proponent should clearly describe the roles and responsibilities of these Key Staff and clearly demonstrate their responsibilities in relation to the scope, schedule, and execution plan, as set out above.
- V. As part of SJAA's commitment to our local community, a UNB graduate student (supervised by Dr. Michelle Gray) will be available for four months to assist in the conduct of this project. This will be partially funded by the MITACS scheme. The successful proponent undertakes to hire this student and match the MITACS funding of \$7,500. In their proposal the proponent should acknowledge this commitment, and indicate how they will best integrate this resource into the project planning and execution process to ensure optimum value to the project, SJAA and any other project stakeholders.
Further to the above, Dr. Michelle Gray, potentially assisted by the UNB student, will be engaged in a peer review of the Draft Report. The proponent should indicate their approach to this review and how they will ensure it delivers optimum value to the project, SJAA and any other project stakeholders.
- VI. Health, Safety and Environment Protection are cornerstones of SJAA operations. The proponent is always expected to ensure that they comply with SJAA requirements for safety, health and environment, as well as any and all regulatory requirements, codes of practice and industry expectations. The proponent should indicate how they will ensure and assure conformance with the above throughout the conduct of this project.

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Consultants Team and Project Experience (Available Points: 40)

In this section the proponent should describe and demonstrate the experience and qualifications of the proposed Project Team. For all Key Staff positions (a maximum of **five** Key Staff, including Project Manager) the proponent should clearly demonstrate how their experience and qualifications will support the individuals in the performance of their roles and responsibilities as set out in the Work Plan above. The proponent should also provide three project descriptions demonstrating their familiarity with the work required by this RFP.

Note: During evaluation of responses greater weight will be given to proponents that are able to: demonstrate linkages between their project descriptions and Key Staff proposed; to project descriptions that most closely align with the full application and integration of the required skill sets for this project; and to Key Staff/Project Descriptions showing relevant and recent experience with airport infrastructure.

With respect to the Project Team the proponent should supply:

- I. An organization chart
- II. CVs for all Key Staff (in an appendix).
- III. Listing of all other staff on the organization chart showing Name, Location, Qualification, Years of Experience in their discipline, and which of the proponents selected project descriptions they have worked on with a brief note on role and responsibility.
- IV. Key staff write ups showing how they are best qualified to perform their designated roles and responsibilities for this project. While there are no mandatory requirements for Key Staff, potential proponents are advised that the qualifications and experience of these staff and their familiarity with projects of this size and nature will be a key part of the overall evaluation.
- V. A description of breadth and depth of back-up resources available to support this project should they be required.

Note that the successful proponent is expected to dedicate the proposed Key Staff to the project in line with their proposed work plan. Changes to Key Staff will only be permitted under exceptional circumstances, which can clearly be demonstrated to be beyond the proponent's control. Written approval will be required from the Project Authority before such substitutions may be made, and the Project Authority reserves the right to attach specific conditions to any such approvals, if granted. Proponents should be aware that if substitutions are made for any reason, they will remain fully responsible for the delivery of this project to the expected timeline, budget and quality standards.

With respect to Project Descriptions the proponent should supply:

Three project descriptions which individually or collectively demonstrate and support the proponent's ability to successfully deliver the range of disciplines required to effectively conduct this project. The format for these descriptions is at the discretion of the proponent, they should; however, include the following:

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- I. Client name and contact details of Client Project Manager (will not be contacted without prior permission from Proponent)
- II. Location of project
- III. Value of project (If a sub-consultant, value of project and value of services provided)
- IV. Name of Proponent Project Manager
- V. Date and duration of project
- VI. Project title and description (including goal of project, services delivered, and how success was measured and demonstrated)
- VII. Any key challenges associated with the project planning and execution, how were they handled and how will lessons learned be applied to this project.
- VIII. List of Key Staff included in this proposal involved in the project, and the extent of their roles and responsibilities.

During evaluation a higher weighting will be given to projects that demonstrate greater integration of the required disciplines within a single project; are completed or substantially completed (beyond draft reporting stage); completed within the last five years; show knowledge of airport infrastructure and operations; and which are of a similar or greater scale, value and complexity to this project. Proponents are invited to include project testimonials and references in an appendix at their discretion.

Note that delivery of the required services under this RFP as part of a larger project will be accepted for project description services; however, this should be made clear within the project description and the value of the services provided (\$ value and as percentage of total project value) should be indicated.

[Quality Control and Assurance \(Available Points: 10\)](#)

In this section the Proponent should clearly outline the Quality Plan that will be developed and implemented for this project. The Quality Plan should address Quality Control and Quality Assurance. The plan may be based on generic quality management systems and procedures within the proponent's organization; however, the response to this RFP should clearly indicate how these will be specifically applied to this project. The Project Authority reserves the right to audit the implementation of the Quality Plan of the successful proponent (including its application to the planning and execution of the work) at their discretion.

Given the intended use of the information generated from this project, the Proponent will appreciate the importance of taking all necessary steps to ensure that the deliverables provided are defensible and based on best available information. This should guide their focus on the development of this section of their response to the RFP.

[Project Communications \(Available Points: 5\)](#)

The Project Authority will be the single point of contact for this project for SJAA, and responsible for the coordination of project communications. The Project Authority may at their discretion, delegate

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responsibilities to other members of the SJAA management team, if this is in the interest of expedient project delivery.

The Proponent should prepare and submit a clear and concise communication plan which covers:

- Internal communications within their team
- Client communications
- Communication with other project resources
- A protocol for communications with any other stakeholders
- A protocol of communications with other third parties

Project challenges and mitigation (Available Points: 10)

As part of the preparation of their proposed work plan and based on their knowledge and experience acquired from other projects of a similar nature, the proponent shall identify and assess the potential risks associated with the planning and execution of this project. This assessment should be encapsulated in an annotated risk register, which is to be updated throughout the project. The register should be submitted as part of the proposal; together with a description of the process for updating this register throughout the project.

For the top five risks on the register the proponent should indicate:

- Specific management steps to pro-actively prevent the crystallization of risk
- The monitoring process to detect potential crystallization of risk
- The mitigation process/steps should risk crystallize

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APPENDIX A: PROPOSAL EVALUATION CRITERIA

Technical Proposals

Technical proposals will be evaluated based solely on the information contained in the documents submitted. Technical Proposals will be score out of a total of 100 points. (See Table 1 below for breakdown).

Technical Proposal Evaluation Criteria	Points
Consultants Understanding of the Work	5
Consultants Work Plan	30
Consultants Team and Project Experience	40
Quality Control and Assurance	10
Project Communications	5
Project Challenges and Mitigation	10
TOTAL AVAILABLE TECHNICAL SCORE	100

Only proposals that score a minimum of 75 out of 100 points will be considered for further evaluation. These will be considered technically compliant proposals.

On completion of scoring all technically compliant proposal scores will be weighted by 80% of their total score. This weighted score will be carried forward to the next stage of evaluation.

EXAMPLES:

A proponent technical proposal is evaluated as scoring 68 points – the proposal will be deemed not technically compliant and will be excluded from further evaluation.

A proponent technical proposal is evaluated as scoring 81 points – the proposal is deemed technically compliant and will carry forward a weighted score of 64.8 (81x80%) to the next evaluation stage.

Second Stage of Proposal Evaluations

At the second stage of evaluation the proponents technical and financial submissions will be considered.

Only those proponents who have submitted a proposal that is deemed to be technically compliant will have their Financial Proposal considered. The proponent with the lowest cost will be awarded the maximum of 20 points. All other Financial Proposals will be scored against the lowest cost proposal as follows:

All proposals within 2.5 % of lowest cost proposal price: 19 points

Proposals >2.5% more ≤ 5% more of lowest cost proposal: 18 points



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Proposals >5% more ≤ 10% more of lowest cost proposal:	16 points
Proposals >10% more ≤ 15% more of lowest cost proposal:	14 points
Proposals >15% more ≤ 20% more of lowest cost proposal:	12 points
Proposals >20% more ≤ 25% more of lowest cost proposal:	10 points

Proposals that are more than 25% above the lowest cost proposal will not be evaluated further.

The scores from the technical proposal and the financial proposal will then be added together to arrive at the Total Proposal Score. The proponent with the highest Total Proposal Score will be the Preferred Proponent and subject to appropriate checks the SJAA will enter negotiations with this proponent to award the contract.

EXAMPLES:

Proponent A submits a proposal that scores 75 points on the technical evaluation. This is considered a technically compliant proposal with a weighted score of $75 \times 80\% = 60$

Proponent A's financial proposal is \$160,000 and is the lowest cost proposal. It therefore scores 20 points.

Proponent A's Total Proposal Score is therefore $60 + 20 = 80$ points.

Proponent B submits a proposal that scores 88 points on the technical evaluation. This is considered a technically compliant proposal with a weighted score of $88 \times 80\% = 70.4$

Proponent B's financial proposal is \$192,000 which is 20% greater than the lowest cost proposal. It therefore scores 12 points.

Proponent B's Total Proposal Score is therefore $70.4 + 12 = 82.4$ points.

Under this scenario Proponent B is adjudged to be the Preferred Proponent.

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APPENDIX B: FINANCIAL PROPOSAL

The Proponent will prepare and submit a lump sum price (excluding applicable taxes) broken down to show fees and expenses. The maximum upset limit is \$195,000.

The Financial Proposal is to be submitted under separate cover (email) as described in Instructions to Proponents section of this RFP.

Proponents undertake that their bid will be valid for a period of 90 days from the closure date of this RFP.

FINANCIAL SUBMISSION

The proponent undertakes to perform the work set out in the RFP and as described in the associated Technical Proposal for the following fixed fee sum:

Description:	Firm Price Fee:
Professional fees:	\$
Expenses:	\$
Total:	\$

In addition to the above table, proponents are required to prepare and provide an hourly rate table for the following staff classifications:

- Project Manager
- Key Technical Staff
- Senior Project Professional (ten years plus experience)
- Intermediate Project Professional (four to nine years' experience)
- Junior Project Professional (less than four years' experience)
- Support staff

Note: A milestone payment schedule will be agreed with the successful proponent as part of the negotiation and finalization of the contract.

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APPENDIX C: INSURANCE REQUIREMENTS

1. Consultant to Provide

The Consultant shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 2.0 below, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the work or services, YSJ advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Contract Agreement and until the end of the Contract Agreement and upon total completion of the project or such longer period as may be specified by YSJ.

2. Insurance

As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with YSJ, procure and maintain, at its own expense and cost, the following insurance policies:

- 2.1. Workers' Compensation Insurance covering all employees of Consultant engaged in the project in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
- 2.2. Comprehensive General Liability Insurance
 - (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident.
 - (ii) providing for all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract;
 - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and on-Owned Automobile Liability.
 - (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.
- 2.3. Automobile Liability Insurance covering all motor vehicles, owned, operated, and used or to be used by the Consultant directly or indirectly in the performance of the project. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

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3. Consultant's Sub-Consultants

The Consultant shall require each of its Sub-Consultants to provide comparable insurance to that set forth under section 2.

4. Certificates of Insurance

The Consultant agrees to submit Certificates of Insurance, in the form of Appendix D, attached hereto and made a part hereof, for itself and for all its Sub-Consultants to YSJ prior to commencing any work or services under the project. Such Certificates shall provide that 30 days' written notice shall be given to YSJ, prior to any material changes or cancellations of any such policy or policies.

5. Other Insurance

After reviewing the Consultant's Certificates of Insurance, YSJ may require other insurance or alterations to any applicable insurance policies in force during the period of the Contract Agreement and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by YSJ and result in increased insurance premium, such increased premium shall be at the Consultant's expense.

6. Additional Insurance

The Consultant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to YSJ. The Consultant shall ensure that all its Sub-Consultants are informed of and comply with YSJ's requirements set out in this Appendix C.

7. Insurance Companies

All insurance, which the Consultant is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of New Brunswick.

8. Failure to Provide

If the Consultant fails to do all or anything which is required of it with regard to insurance, YSJ may do all that is necessary to affect and maintain such insurance, and any monies expended by YSJ shall be repayable by and recovered from the Consultant. The Consultant expressly authorizes YSJ to deduct from any monies owing the Consultant, any monies owing by the Consultant to YSJ.

9. Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Sub-Consultant shall not be held to waive or release the Consultant or Sub-Consultant from any of the provisions of the Insurance Requirements with respect to the liability of the Consultant otherwise. Any insurance deductible maintained by the Consultant or any Sub-



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Consultant under any of the insurance policies is solely for their account and any such amount incurred by YSJ will be recovered from the Consultant as stated in section 9.

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APPENDIX E: SAINT JOHN AIRPORT INC. TERMS AND CONDITIONS

- 1.0 The originals of all surveys, drawings, specifications, Proposal documents and any other documentation produced by the Proponent for YSJ, during this RFP, shall upon completion of this RFP process become the property of the YSJ. This information shall also be provided in electronic format.
- 2.0 The Proponent and any other person who through this RFP process gains access to confidential financial information of YSJ are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the Consultant, if any, over the course of any Contract Agreement which arises out of this RFP process.

3.0 Essence of Proposal

The Proponent shall submit a Proposal for delivering of based on the CLIMATE CHANGE, RISK ASSESSMENT AND ENVIRONMENTAL MANAGEMENT RESILIENCY STRATEGY requirements of the RFP and the Proponent's careful investigations of those requirements. YSJ will not accept any liability arising from investigations or other work done or not done by a Proponent in preparing its Proposal.

4.0 Financial accounts and records

The proponent will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that YSJ has the contractual right to audit them.

5.0 Legislation

The proponent shall respect all applicable labour, environmental, and human rights legislation.

6.0 Audits

Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

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7.0 Examination of Documents

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda issued during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal.

8.0 Access to the Airport Facilities

Proponents may access the various existing facilities and examine Airport property during regular hours of public operation. For all airside and certain other secure areas, prior arrangements will have to be made by contacting the YSJ Project Manager.

9.0 Conflict of Interest

At no time during the RFP process, evaluation stage, after award, or during the preparation of the CLIMATE CHANGE, RISK ASSESSMENT AND ENVIRONMENTAL MANAGEMENT RESILIENCY STRATEGY shall a YSJ employee or a YSJ Board member be in any way connected with the Proponent. Proponents are to include with their initial Proposal, and at any subsequent time where requested to do so by YSJ, full details of any employee, person, firm, or corporation that could be considered at conflict with YSJ.

10.0 Independent Proponent/Consultant

The Proponent will always be independent from YSJ and at no time shall be considered an agent, servant, or partner of YSJ. All persons employed or engaged by the Proponent to perform its obligations under any agreement shall be its direct employee or agent and not an employee or agents of YSJ.

11.0 Hold Harmless and Indemnification

By submitting a Proposal, the Proponent agrees that in no event will the Proponent claim damages for any amount incurred by the Proponent in preparing its Proposal for matters relating to any agreement or concerning the competitive process, and, the Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent. Any information contained in this RFP and attachments is provided to assist Proponents in the preparation and submission of their Proposal. YSJ assumes no responsibility for the use of this information for any other purpose. The Proponent shall defend, indemnify, and hold harmless YSJ its officers, employees or agents and Her Majesty from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection with this RFP.



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