

**1.0 Introduction****1.1 Purpose of Request for Proposal**

The John C. Munro Hamilton International Airport (*hi*), in partnership with Mohawk College Enterprise (MCE), has issued this Request for Proposal (RFP) to invite responses from flight school operators interested in establishing a flight training centre at *hi's* Mount Hope location. The establishment of the flight school is envisioned as an integral component of a broader strategy to establish the Region as a centre of excellence in air transportation and flight support services. It is intended that this RFP will communicate to Proponents the requirements and the scope of services that *hi* and MCE expect to acquire at this time, communicate projected timing expectations, and provide a structured and standardized format for submission of responses.

**1.2 Instructions to Proponents**

These Instructions to Proponents shall apply to and govern the submission of Proposals.

**1.3 Documentation**

Proponents must ensure that they have received all of the following documents:

- Part 1 – Invitation to Submit Proposals
- Part 2 – Instructions to Proponents
- Part 3 – Specifications
- Part 4 - Proposal Submission Form

**1.4 Confirmation of Intent to Proceed**

The successful Proponent will be required to formally confirm the intent to proceed with the Agreement by initiating discussions and collaborative activities with the project partners associated with the establishment of the flight school within seven (7) days after receipt from *hi* and MCE of executed copies of the accepted proposal documents .

**1.5 General Information**

Employees of the successful proponent may be required to obtain Transport Canada Security Clearance through *hi's* security pass program, which will include a personal background check.



## 2.0 Submission of Proposals

### 2.1 Closing for Submission of Proposals

- (a) Sealed Proposals, consisting of one (1) original and three (3) photocopies, in packages marked "**Confidential - Proposal for Flight Training Centre**" will be received at the address stipulated below, until **3:00 PM Eastern Standard Time (EST), June 30, 2010**.
- (b) Proposals will be opened privately by *hi* and MCE following submission.
- (c) Proposals must be addressed to, and delivered by hand or by courier to:

Hamilton International Airport Limited  
Airport Road, Suite 2206  
Mount Hope, ON  
L0R 1W0

Attention: Mr. Frank Scremin  
Director, Operations

- (d) It is imperative that Proposals be received prior to the deadline set out in paragraph 2.1(a). Proposals received after the Proposal Submission Closing Time shall not be considered. Time is of the essence in the submission of the Proposals
- (e) Only one (1) Proposal shall be submitted by each Proponent for this RFP

### 2.2 Inquiries

- (a) All communications regarding the submission of Proposals and the RFP must be submitted in writing to Frank Scremin, by facsimile to or by electronic mail to [fscremin@flyhi.ca](mailto:fscremin@flyhi.ca) no later than 3:00 p.m. EST, May 31, 2010. Communication may be made only by prospective contractors.
- (b) Proponents using facsimile or electronic transmissions to make inquiries relative to this RFP assume the entire risk that transmission will be properly received, on time or at all.

### 2.3 Errors/Omissions/Addenda

- (a) If a Proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in the RFP Documents, it must notify *hi* and MCE immediately in writing. *hi* and MCE will issue any necessary clarification by written addenda.
- (b) *hi* and MCE may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of the RFP Documents. *hi* and MCE shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.

- (c) Proponents should note that the Proposal Submission Form requires an acknowledgement of receipt of all addenda. Addenda will be available from the person named at the address referred to Section 2.1(c). Proponents are responsible to ensure that they are aware and have received all addenda, and are advised to check immediately prior to submitting their Proposal.
- (d) No addenda will be issued after June 10, 2010.

2.4 All proponents are encouraged to participate in a Bidders' Meeting scheduled May 26, 2010, 2:00 – 3:30, The meeting will take place in the Thomson Gordon Room of the Canadian Warplane Heritage Museum, 9280 Airport Road, Mount Hope, ON L0R 1W0

#### 2.5 Proposal Submission Form

- (a) Proposals must be submitted on the Proposal Submission Form provided. Attachments may be added to the form.
- (b) Proposals must be produced using computer printer or typewriter. Handwritten Proposals will not be accepted.
- (c) Each page must clearly show the name of the Proponent.
- (d) Proponents will be provided with an electronic copy of the Proposal Submission Form for the purpose of entering the Proponent's information directly on the form. It is preferred that Proponents use the electronic version of the Proposal Submission Form. Proponents using electronic copies of the Proposal Submission Form must not alter the documents or change the wording of the documents, except to complete or fill in information requested. Documents with revised language received from Proponents will be read as originally issued in this RFP.
- (e) All Proposals must be fully and properly completed and conform to these Instructions to Proponents. Proponents are reminded that Proposals will be evaluated on their quality, relevance and completeness.
- (f) All questions or requests for information set out in the Proposal Submission Form must be addressed and provided in the format specified.
- (g) Proponents are encouraged to provide or present additional information beyond what is requested in the RFP Documents. *hi* and MCE reserve the right to request such information, as necessary, to examine the qualifications and experience of all management, supervisory and other personnel involved in performing the contract(s).
- (h) Proponents should assume that *hi* and MCE have no knowledge of their organization or the organization's past performance. Proponents are advised to take advantage of the opportunity to present the merits of their organization and clearly establish why they should be considered to carry out and provide the Services.
- (i) Proposals must be signed by one or more duly authorized signing officers of the Proponent in accordance with the following requirements:

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- (i) Signatures must be in original handwriting; facsimile signatures will not be accepted.
  - (ii) The date on which the Proposal Submission Form is signed must be inserted in the space provided.
  - (iii) In the case of corporations, the full name of the corporation must appear in the space provided on the Proposal Submission Form; one or more authorized signing officers must sign and print their name and office in the spaces provided.
  - (iv) If the Proponent has any other name(s) under which it conducts business, these should be noted.
  - (v) In the case of partnerships or joint ventures, the name of the partnership or joint venture and the name of each member thereof must appear on the Proposal Submission Form; and each partner or joint venture entity must sign personally or by duly authorized officers, who must print their names and positions in the spaces provided.
  - (vi) In any event, the appearance of "(seal)" and "(C/S)" shall denote that the Proposal Submission Form has been executed as a deed.
  - (vii) Each page of the Proposal Submission Form and attachments shall be initialed by one of the authorized signing officers whose signature appears on the execution page of the Proposal Submission Form.
- (k) One (1) originally signed copy and three (3) photocopies of the completed Proposal must be delivered in hard copy format as stipulated in paragraph 2.1(a) and received at the *hi* offices stipulated in paragraph 2.1(c) before the Proposal Submission Closing Time.
- (l) Electronic and facsimile Proposals will not be accepted.

### **3.0 Validity of proposals, Withdrawal**

#### **3.1 Validity**

Proposals submitted shall be valid, irrevocable and open for acceptance by *hi* and MCE from and after the Proposal Submission Closing Time until the expiration of the 150th day following the Proposal Submission Closing Date, regardless of the acceptance of any other Proposal. Proposals made by Proponents shall constitute an offer, open for acceptance for the period herein provided. *hi* and MCE shall not be liable under any contract(s), in connection with the invitation for Proposals or the submission of Proposals, unless and until *hi* and MCE have accepted one or more of such offers.

#### **3.2 Withdrawal of Proposal**

No Proposal can be withdrawn after it is submitted, unless a request in writing is made to the person and address referred to in Section 2.1(c) and such request is received before the Proposal Submission Closing Time.

## 4.0 Conditions

### 4.1 No Obligation on Part of *hi* and MCE

- (a) This RFP does not constitute an offer. No agreement shall result upon submission of Proposals. *hi* and MCE shall not be under obligation to enter into any agreement with anyone in connection with this RFP and responses received. *hi* and MCE will not have any obligation to anyone in connection with this RFP unless they execute and deliver an agreement in writing approved by their senior management.
- (b) With the submission of the Proposal, each party submitting a Proposal accepts all of the conditions and stipulations set out herein, and acknowledges and agrees that *hi* and MCE will have no liability or obligation to any Proponent except only the party, if any, awarded the Contract(s) by *hi* in its sole discretion, and agrees that, if not awarded the Contract(s), then, whether or not any express or implied obligation has been discharged by *hi* and MCE, *hi* and MCE shall be fully and forever released and discharged of all liability and obligation in connection with the RFP and all related matters, and all procedures which preceded.
- (c) The Airport Operator and MCE will not be under any obligation to return or save either the original or any copies of any Proponent's Proposal, and all documents submitted to *hi*, whether original or copies, shall become the property of and will be kept or disposed of by *hi* and MCE in their sole discretion.

### 4.2 Acceptance/Rejection of Proposals

*hi* and MCE reserve the right to accept the Proposal that it deems most advantageous, and the right to reject any or all Proposals, in each case without giving any notice. *hi* and MCE may cancel the RFP and/or require the submission of new Proposals for any reason within their absolute discretion. *hi* and MCE also have the right to exercise their discretion in accepting part of a Proposal or to negotiate an Agreement that differs substantially from the requirements outlined in this RFP package.

### 4.3 Right to Negotiate

*hi* and MCE reserve the right, at their discretion, to negotiate with any Proponent as they see fit, or with another Proponent or Proponents concurrently. In no event will *hi* and MCE be required to offer any modified terms to any other Proponent. *hi* and MCE shall incur no liability to any other Proponent as a result of such negotiations or modifications.

### 4.4 Non-conforming Proposals

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. Anything to the contrary herein notwithstanding, *hi* and MCE may at their sole discretion elect to retain for consideration Proposals that are non-conforming, and may waive any irregularity, failure to comply or time stipulation required by these Instructions to Proponents. The stipulations herein are for the sole benefit of *hi* and MCE and may be waived by *hi* and MCE.



4.5 Additional Information

Proponents are advised that after receipt of Proposals and prior to award of the Contract, Proponents may be required to provide *hi* and MCE with additional information concerning the Proponent or its Proposal.

4.6 Costs of Proposal

In no event will *hi* and MCE be responsible for the costs of preparation or submission of any Proposal. Any costs associated with preparing proposals in response to this RFP are the sole responsibility of the Proponent.

4.7 RFP Documents

The RFP Documents are the property of *hi* and MCE and are not to be disclosed, reproduced or distributed without the prior written consent. Copyright and all related rights are expressly asserted and reserved.

4.8 Confidentiality

Unless confirmed in writing under the signature of a senior vice-president or more senior officer, *hi* and MCE do not undertake or accept any obligation of confidentiality in regard to Proposals or other materials or information received from Proponents.

4.9 Acceptance of Conditions

Each party submitting a Proposal, by submitting a Proposal, accepts all of the conditions and stipulations set out herein, and acknowledges and agrees that *hi* and MCE will have no liability or obligation to any Proponent except only the party, if any, awarded the Contract by *hi* and MCE in their sole discretion. Each party also agrees that, if not awarded the Contract, then, whether or not any express or implied obligation has been discharged by *hi* and MCE, *hi* and MCE shall be fully and forever released and discharged of all liability and obligation in connection with the RFP, and all related matters, actions, steps and procedures.

**5.0 Specifications**

5.1 Base Specifications

The Base Specifications are set out in Part 3 of the RFP Documents. The Base Specifications form the core scope of the Agreement, and Proponents should clearly and concisely outline their plans for implementation and performance of the Agreement based on these Base Specifications.



5.2 Variations and Alternative Specifications

- (a) *hi* and MCE will entertain variations and alternatives from the Base Specifications, having in mind that Proponents may wish to suggest improvements that could be achieved without abrogating the base specifications. All variations and alternatives from the Base Specifications and value added initiatives must be clearly marked, in a way that they will readily be drawn to the attention of those involved in reviewing the Proposal, and described in the manner set out in the Proposal Submission Form.
- (b) Proponents may decline to suggest variations, alternatives or value added initiatives.
- (c) Unless variations, alternatives or value added initiatives are indicated as provided herein, and accepted by *hi* and MCE, the Base Specifications contained in the RFP Documents will apply to the Proponent's Proposal and to the Contract if the Proponent is successful.

6.0 **Term of Agreement**

The initial term of the Agreement between *hi* and MCE and the successful Proponent will be for a term of five (5) years commencing within 90 days of acceptance of the proposal. The successful Proponent will be expected to enter an agreement with Mohawk College for a similar term.

7.0 **Financial Arrangements**

Financial arrangements will be negotiated between the parties and subsequently articulated in the agreements with *hi* and MCE.

8.0 **Permits and Licences**

8.1 Permit and Licences Applications

- (a) If permits or licences are required, the flight school operator must give all necessary notices; shall apply for all permits, licences and inspections; and shall pay all fees relating thereto required for carrying out the Services under the Contract.
- (b) The flight school operator shall notify *hi* and MCE before submission of any application for licence or permit.

9.0 **Familiarity with Site and RFP Documents**

9.1 Briefing and Site Tour

Proponents are invited to visit the Airport prior to the submission deadline. *hi* and MCE will advise the Proponents at a later date about tour dates.



## 9.2 RFP Documents

Before submitting their Proposal, proponents shall thoroughly examine the RFP Documents, the character of the resources, equipment and materials needed to carry out and provide the Services, and all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market and other circumstances that may affect its Proposal. Submission of a Proposal constitutes a representation by the Proponent that it is familiar with and accepts all of the foregoing.

## 9.3 Proponent Responsibility

- (a) Proponents must obtain their own information on all matters and things that may in any way influence them in making their Proposal.
- (b) Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken under the Contract.

## 10.0 Opportunity for Presentations, Demonstrations

As part of the evaluation process, *hi* and MCE may extend to Proponents an opportunity to make a presentation at the Airport. Nothing that transpires at such presentations will derogate from the RFP Documents, except amendments as may be agreed in writing.

## 11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated for overall “best approach” and compatibility with the long-term goals of *hi* and MCE. *hi* will not be limited as to its criteria for evaluation of Proposals, but will consider, among other things:
- (a) Proponent’s Qualifications and Experience
  - (b) Financial Soundness
  - (c) Strength and Quality of the Operational Plan
  - (d) Efficiency and Innovation
  - (e) Quality and Completeness of Proposal Submission
- 11.2 The evaluation process will be conducted solely at the discretion of *hi* and MCE and they may decide to utilize other criteria.
- 11.3 *hi* and MCE reserve the right, at their discretion, to request clarification on any aspect of any Proposal received at any time. The purpose of such clarification may be to enable *hi* and MCE to determine whether the Proposal complies with the requirements set out in the RFP and/or to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Proposal. This right may or may not be exercised by *hi* and MCE at any time and in respect to any or all Proposals.
- 11.4 Notwithstanding the right of *hi* and MCE to request clarification, *hi* and MCE shall have no obligation whatsoever to do so. In the event that a Proposal or any part of it is ambiguous, incomplete, deficient or otherwise not acceptable in any aspect, *hi* and MCE may reject such Proposal whether or not clarification has been sought or obtained.



11.5 The decision to seek clarification on any aspect of a Proposal shall not constitute acceptance of the Proposal or any other Proposal and shall not oblige *hi* and MCE to enter into an Agreement with that Proponent or any other Proponent.

**12.0 Notification of Proposal Results and Execution of Agreement**

12.1 Award Date

The successful Proponent may be notified of the decision of *hi* and MCE on or about August 1, 2010

12.2 Preparation for Commencement

The commencement date for the Agreement will be arranged in consultation between *hi* and MCE and the successful Proponent.

**13.0 Proposed Schedule and Important Dates**

*hi* and MCE expect proponents to adhere to the following schedules:

Issuance of Request for Proposals	May 4, 2010
Site Tour / Meeting	To be determined with proponents
Bidders' Meeting	May 26, 2010
Deadline to Submit Inquiries	May 31, 2010
Deadline to Issue Addenda	June 10, 2010
Proposal Submission Closing Date	June 30, 2010
Selection/Notification of Successful Candidate	August 01, 2010
Start up –:	Tbd. - will be phased in commencing Fall, 2010



**14.0 Definitions**

In the RFP Documents:

“Agreement” means the arrangement between *hi* and MCE and the successful Proponent in this RFP for the operation of the flight school;

“Airport Operator” means Hamilton International Airport Limited;

“Base Specifications” means the base specifications for the Agreement, which are set out in Part 3 of this RFP;

“Instructions to Proponents” means Part 2 of this RFP, which sets out instructions for and governs the submission of Proposals;

“Invitation to Submit Proposals” means Part 1 of this RFP;

“Person” includes an individual, body corporate, partnership or firm

“Proponent” means any Person who makes a Proposal in connection with this RFP;

“Proposal” means a proposal made by any Person in connection with this RFP or the services that are the subject matter hereof or any part thereof;

“Proposal Submission Form” means Part 4 of this RFP, which forms the framework for the Proponents’ submission;

“RFP” means this Request for Proposals, including the Invitation to Submit Proposals, the Instructions to Proponents, the Specifications, the Proposal Submission Form.

“RFP” Documents” means all documents contained within this Request for Proposals and any subsequent addenda;

In addition, the defined words and expressions set out in the Base Specifications will have the same meanings in this RFP.

