



Request For Proposals Food & Beverage Concession Opportunity

Issued by Alpha Aviation Inc.

September 1, 2024



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1. Executive Summary

Alpha Aviation Inc. (“Alpha”) invites you to participate in its Request For Proposals (this “RFP”) for the commercial development of a non-exclusive, local or nationally-branded, restaurant and bar concession lease at the Boundary Bay Airport (“CZBB” or the “Airport”). The successful Proponent will be responsible to develop, implement and carry out a plan of service that adheres to prescribed regulations, while providing the highest level of food & beverage services at CZBB.

The Airport current’s restaurant, known as Skyhawk Restaurant, is 300 m² in area (the “Restaurant Space”) and has additional available outdoor patio space with direct airside views of approximately 100m². The outside patio could be reconfigured to increase the footprint of the restaurant. Skyhawk is a busy daytime restaurant with aviation enthusiasts and workers within the Boundary Bay Airport coming for breakfast and lunch. It is licensed with a full liquor license. It is currently the only public restaurant at Boundary Bay Regional Airport however it does not take advantage of the afterwork employee opportunity, catering or events that could be marketed and events that could be hosted at the Terminal Building after hours for corporate events. The existing lease with Skyhawk Restaurant expires at the end of 2024 (however the facility may be available earlier than that) and Alpha is looking for a new leasehold operator through this RFP. Proponents should consider how to maintain some level of food and beverage service during a transition.

Boundary Bay Airport is conveniently located 20 minutes south of Vancouver BC and is seeing an increase in new operations including corporate flight operations. Alpha is the Airport operator and provides fully integrated fixed base operations to provide one stop assistance to corporate and general aviation clients. Home to several flight schools and aircraft maintenance facilities, the Airport is the 5th busiest airport in Canada in terms of movements. The terminal was newly built in 2009 and the current restaurant was opened at that time. There is an opportunity to expand the restaurant offers by becoming an aviation-themed destination for lunch, dinner and public house (e.g. craft brewery), by offering catering to corporate clients, and by marketing the terminal for event space with catering and adding a component of grab and go lunches for the over 1500 workers at the airport.

This RFP is open to a broad range of Proponents. Alpha is seeking submissions from experienced operators with a strong history of creativity and innovation, and a reputation for best-in-class operations and service delivered through exciting concepts. Proponents will have the opportunity to (i) express their qualifications and (ii) submit concepts and financial proposals for the food & beverage program at CZBB.

Alpha is under no obligation to negotiate or execute a contractual or other commercial arrangement with any Proponents hereto.

2. Introduction & Background

2.1. Summary

RFP Name	Food & Beverage Opportunity – CZBB
RFP Number	Alpha RFP 001 2024
Submission Deadline (Closing)	September 30
Format, Number and Method of Submissions	<p><u>One original, printed copy, plus</u> <u>One electronic copy (pdf)</u></p> <p>It is up to the Proponent on delivery method for original. The submission may be delivered by hand, courier or parcel service to the Designated Contact Person at the Delivery Address prior to the Submission Deadline, in addition to emailing an electronic copy to the Designated Contact Person via email below.</p>
Designated Contact Person	Kathy deLisser General Manager Alpha Aviation Inc.
Delivery Address	7800 Alpha Way Delta BC V4K 0A7
Contact Information	E-mail: Kathy.delisser@alpha-aviation.ca

2.2. Defined Terms

The following definitions apply to this Request for Proposal

“Addenda” – Updates, changes or additional information issued to Proponents as part of the Request for Expressions of Interest process.

“Affiliates” has the meaning ascribed to that word in the Canada Business Corporations Act.

“Concession Sublease” – The Concession Sublease under which selected Proponents will lease and operate their Concession Outlets, which shall be provided by Alpha to the Preferred Proponent.

"Confidential Information" means information that:

- (i) has been created, discovered or developed by or for a Party, or that is in the possession of a Party;
- (ii) is of value to that Party;
- (iii) is not generally known by others, other than that Party's personnel; and
- (iv) is marked "Confidential";

"Confidential Information" includes the pricing and commercial terms of the Party;

“Delivery Address” – Physical address set out in Section 2.1 of this Request for Proposals to which all correspondence to Alpha is to be delivered.

“Designated Contact Person” –representative designated to receive all physical and electronic correspondence regarding this RFP as set out in Section 2.1.

“Head Lease” – means that certain lease agreement between the Alpha Aviation Inc and , the City of Delta as such agreement may be further amended from time to time, setting forth the terms and conditions pursuant to which, Alpha leases the Airport from the City of Delta

“Party” means any party to this RFP including a Proponent, a Qualified Proponent, a Preferred Proponent and Alpha

“Qualified Proponent” – A Proponent who (i) meets the Qualifying Requirements under the RFP and (ii) submits a Qualified Submission.

“Qualified Submission” – A written submission to this RFP that meets the “Submission Requirements” set forth herein.

“Qualifying Requirements” – The requirements set out in Section 3 which Proponents must meet to be considered a Qualified Proponent.

“Proponent or Preferred Proponent” – Any Qualified Proponent designated as such by Alpha through the process set out by this RFP to establish a Food and Beverage Concession at CZBB.

“Submission” – Any submission to this RFP, whether a Qualified Submission or not.

“Submission Deadline” – Date set out in Section 2.8 of this RFP by which Submissions must be received to be considered.

“Submission Requirements” - Requirements set out in Section 9 which Proponents must meet for their Submission to be considered a Qualified Submission.

“Terminal Building”– The existing Terminal Building at the Boundary Bay Airport, which is operated by Alpha.

2.3. About Alpha Aviation Inc. and Boundary Bay Airport

Alpha Aviation holds a long-term lease with the City of Delta to operate, manage, and develop the Airport. It also provides all fueling and fixed based operations for private and corporate aircraft who utilize the Airport. Current airport services are provided by Alpha from 0600 – 2000 daily.

Alpha Aviation uses industry best practices to manage an Airport that delivers an exceptional experience to tenants, stakeholders, and the local community it serves. At CZBB, Alpha is responsible for the management, development, and operation of the Airport, overseeing of the 24/7 day-to-day operations.

For more information about Alpha Aviation please go to [Home - Boundary Bay Airport \(czbb.com\)](http://Home - Boundary Bay Airport (czbb.com))

The Airport is located in the City of Delta, approximately 20 minutes from downtown Vancouver. Although the Airport is within an industrial area it is serviced by regular transit service to accommodate the close to 1500 workers who work within a 1 – 2 kilometers of the Terminal Building.

The Airport has two (2) runways and is Canada’s 5th busiest airport in terms of movements with almost 220,000 aircraft movements in 2023.

The Airport is home to 5 flight schools and a number of new tenants who have recently moved in which include MTU who provide turbine engine maintenance and over 600 employees, Blackcomb Helicopters and a number of maintenance shops and corporate flight operations.

Boundary Bay additionally hosts an annual air show in cooperation with the City of Delta. The airshow is one of the last remaining free shows in Canada and usually sees attendance numbers around 20,000 spectators. The air show is just one of the many events that the operator can leverage to promote the restaurant and the offerings it provides.

2.4. Other Customer Groups

In addition to serving the Airport community CZBB is host to other customer groups interested in food and beverage services including aviation enthusiasts and residents of Ladner and Delta who enjoy the ambiance the Airport provides. The existing Terminal was opened in 2010 and offers spacious views to the main Airport apron. Alpha feels that the current restaurant has not taken advantage of the favourable demographics, location and ambiance of the Restaurant space. Proponents are urged to consider these characteristics as they plan breakfast, lunch (including grab and go lunches), dinner and public house (e.g. craft brewery) offerings, plus catering to corporate clients and marketing the terminal for event space with catering. Other factors to consider include:

- Airport employees and tenants working at locations within the Airport land
- The Airport’s most recent economic impact study indicated over 1500 jobs directly associated with on-going operations at CZBB. This includes the growing and broader Airport footprint including employees from the Airport’s facilities (e.g., Blackcomb helicopters, BC Fresh and MTU Maintenance)

2.5. Schedule and Key Dates for this RFP

Table 1 – RFP Schedule and Key Dates

Date	Activity
Sept 1, 2024	Food & Beverage RFP Issued
September 25, 2024	Tour of Airport for interested Proponents
September 30, 2024	Deadline for Questions
October 15, 2024	Final submission (Closing)
October 18, 2024	If required: Proponent Presentations
October 20, 2024	Recommended Proponent notified
November 2024	Concession Sublease Negotiation

3. Qualifying Requirements

This section states the qualifications and other requirements that a party must meet to participate in this RFP process as a Qualified Proponent.

3.1. Qualifications

Only Submissions to this RFP from Qualified Proponents will be considered, and Proponents not meeting the Qualifying Requirements set forth below will be disqualified from participating hereunder and their Submissions will be rejected. Qualified Proponents shall be only those parties who are:

- Experienced operators of food and beverage establishments, retail food markets and specialty food establishments, all serving the general public and preferably in airports, as well as in street locations, food halls, commercial centers, marketplaces and other venues, with a history of strong operations, creative concepts and high service standards.
- In good standing with their current landlords and all applicable regulatory authorities.
- Not involved in legal action with Alpha, its affiliates, partners or contractors.
- Of sufficient net worth and income to design, fit-out and operate their units.
- Not and have not in the last ten (10) years been the subject of a bankruptcy or other insolvency proceeding.
- Not and have not in the last ten (10) years been the defendant in any proceeding involving fraud, tax evasion or any other financial crime or deception.

Alpha reserves the right in its sole discretion to disqualify a Submission or Proponent for reasons including but not limited to:

- It is not delivered to Alpha before Closing;
- It does not comply with the Submission Requirements;
- The Qualifying Proponent, or any of its Affiliates or proposed sub-contractors, communicates with an employee of, or consultant to, Alpha about the RFP other than as permitted by this RFP;
- The Qualifying Proponent breaches, or Alpha has a reasonable apprehension that Qualifying Proponent will breach, its obligations of confidentiality to Alpha;
- The Qualifying Proponent fails to comply with any of the deadlines set out in the RFP;

- The Qualifying Proponent fails to respond to a request for clarification, or fails to provide sufficient information in response to a request for clarification;
- The current or past corporate or other interests of a Qualifying Proponent, or any of the Qualifying Proponent's Affiliates, proposed sub-contractor or associates, place it in a conflict of interest in connection with the RFP or the activities of Alpha;
- The Qualifying Proponent, or any of its directors, officers, shareholders, Affiliates or proposed sub-contractors has a claim, or has initiated a claim or legal proceeding, against Alpha or any of its Affiliates;
- Alpha has a claim, or has initiated a legal proceeding, against the Qualifying Proponent or any of its directors, officers, shareholders, Affiliates or proposed sub-contractors with respect to any previous contracts, tenders or business transactions;
- The Qualifying Proponent, or any of its Affiliates or proposed sub-contractors, has colluded with another Qualifying Proponent in connection with this RFP;
- The Qualifying Proponent, or any of its Affiliates or proposed sub-contractors, has offered to provide compensation or gifts of any kind to an employee of, or consultant to, Alpha with the intention of influencing the outcome of this RFP;

3.2. Additional Requirements

The following additional requirements shall apply to all Proponents and Submissions:

- This RFP and the process hereunder including requests for additional information or negotiation thereof is NOT intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (i) this RFP shall not result in the formation of contract or give rise to any contract based tendering law duties or other legal obligations arising out of any process contractor or collateral contract; and (ii) neither the Qualifying Proponent nor Alpha shall have any right to make any claims (whether in contract, tort or otherwise) against the other with respect to the award of a contract or any failure to award a contract. The intent of this RFP is solely to identify those Qualifying Proponents capable of meeting Alpha's requirements and with whom a final contract may be negotiated.
- Qualifying Proponent shall, if Alpha selects shall negotiate in good faith to finalize and execute, within 14 days of being notified by Alpha (subject to internal Alpha approvals), a sublease agreement with Alpha (the "Contract") that is based on the template Concession Sublease to be provided by Alpha to the Qualifying Proponent, and such other provisions as Alpha may reasonably require. For the purposes of this section good faith means not taking a position in the negotiations less favourable to Alpha than that set out in this RFP, including proposing changes to the Concession Sublease that are different from those proposed in the RFP.
- Alpha may in its sole discretion negotiate with more than one Qualifying Proponent at the same time or in sequential order to be determined solely by Alpha; and

At any point, Alpha may elect to unilaterally terminate one or more negotiation with any

Qualifying Proponent. In the event that Alpha terminates a negotiation it may initiate or continue negotiations with another Qualifying Proponent. This process may continue until a Contract is formalized or until there are no more Qualifying Proponents remaining that are eligible for negotiations. There will be no legally binding relationship created with any Qualifying Proponent prior to the execution of a Contract.

The Qualifying Proponent shall not assign any of its interest or position in this RFP or the RFP process without the prior written consent of Alpha, which consent may be unreasonably withheld. For the purposes of this RFP, "assign" includes an acquisition (any transaction in which two or more Qualifying Proponents become, will become, or are in the opinion of Alpha likely to become, Affiliates or one person) or a change of Control.

4. Opportunity

This section provides details regarding each of the available Concession Outlets.

4.1. Facility Description

For this RFP, a total of 300 square meters of space will be provided for the Proponent to operate full service restaurant plus an approximate 100 square meters of patio space. The space provided is outlined in the LOD's attached to this RFP, and is as follows:

4.2. Concepts

Alpha invites Proponents to propose brand types and offerings within the established outlet footprints that they think are needed, desirable and/or appropriate based on the terminal layout and passenger profile, while remaining generally consistent with the CZBB vision. Alpha seeks creativity and innovation from Proponents and will consider new ways to serve passengers within reason and good judgement.

Alpha reserves the right to reject any concepts that it deems, in its sole judgement, inappropriate for CZBB.

4.3. Other General Notes

Proposals should include how proponents excel in reflecting current industry trends within the local area. All offerings should be broad enough to appeal to a mass market and service delivery should be efficient enough to be expedited for peak traffic patterns. Proponents are urged to consider mobile and online ordering for pickup.

5. Details on Term, Rent and Additional Rent

This section provides certain details regarding term, rent and additional rent requirements options. Proponents should develop and prepare their rent structure is. Additional provisions and details regarding the term, rent and additional rent are set forth in the Concession Sublease.

5.1. Term Lengths and Percentage Rents

Historically, the term lengths and percentage rents for non-exclusive food and beverage concessions are generally as follows:

- Term Lengths
 - Initial Term – 10 years
 - Optional Term – 5 years

Based on knowledge of the local market and projected revenues, proponents are invited to offer a Minimum and Percentage Rent structure for Alpha’s consideration.

*Dependent on level of capital investment, which is a requirement of the Proponent to document as part of this RFP

5.2. Rent Generally

There may be two rent components under the Concession Sublease: (i) Minimum Annual Guarantee (“MAG”); and (ii) Percentage Rent. MAG is the minimum annual amount due during each year of the Concession Sublease term regardless of sales. Percentage Rent is an amount derived by multiplying the rent percentage established below by the gross sales for the applicable period. Each month, the sublessee under the Concession Sublease is responsible for paying (i) 1/12 of the MAG, plus (ii) the positive difference, if any, of the Percentage Rent due for such month, if any.

5.3. Minimum Annual Guarantee (MAG)

MAG shall escalate annually to the higher of (a) 85% of the Percentage Rent paid in each prior year or (b) 105% of the prior year’s MAG.

5.4. Additional Rent

Additional Rent includes but is not limited to property /other applicable taxes, utilities, and insurance costs.

6. Specific Matters Regarding Design, Construction, and Leasing

6.1. Best Practices

Alpha expects all Proponents to be committed to following best practices in design and construction, including detailed project budgeting and scheduling, expedited permitting to the extent possible, technically sound and correct architecture and engineering drawings, proper bidding techniques and thorough project management and oversight.

6.2. Independent Assessment

Proponents are expected to conduct an independent and thorough assessment of the

capital investment and the financial, corporate, professional and human resources required to execute on its Submission if selected.

6.3. Startup

Proponents are asked to review the ability to operate some type of food and beverage service during any tenant improvement period. A Proponent's ability to adhere to the required schedule to complete all design work, have plans approved, obtain requisite permits and complete the construction and fit out of the Concession Outlets is a critical component of the evaluation of any Submission. If selected, a Preferred Proponent is expected to use best efforts and all available resources to ensure that the applicable Concession Outlets are open for business on the date required under the Concession Sublease.

6.4. Specific Matters Regarding Operating at the Terminal Building

Proponents are expected to have the experience, resources and skills needed to navigate and excel in an airport and deliver an elevated experience that embodies Alpha's commercial vision. Specifically, Proponents are expected to:

- Drive up transactions and sales per transaction through best practices in menu creation, presentation and visual merchandising, and sales/upselling techniques;
- Drive down operational costs through best practices in employee scheduling, service and product ordering, inventory control and other responsible management;
- Hire, train and manage employees who are committed to delivering excellence on a daily basis, and incorporate principles of coaching, learning and development into such training and management;
- Ensure delivery of an exceptional guest experience from all employees;
- Comply with all regulatory requirements, including those related to security, workplace safety, health and food safety, resource conservation and other regulations;
- Adhere to the required operating hours set forth in the Concession Sublease while also remaining responsive enough to extend operating hours to accommodate guests affect by unscheduled delays and operate during disruptions resulting from weather, airline and terminal events and conditions;
- Operate well with a limited amount of storage space and always have a

full assortment of offerings, products and merchandise available for guests despite very busy peak periods and supply chain disruptions; and Excel under challenging circumstances and deliver a first-class experience at all times.

7. Submission Requirements

All Submissions must include the following components:

7.1. Cover Letter

A cover letter identifying and briefly describing Proponent and the concepts and brands proposed. The cover letter should include a statement confirming that Proponent possesses the rights to develop, license and operate the offered concepts and brands, and any related exclusivity, territory rights or limitations. [Limit to Two Pages]

7.2. Concepts / Brands / Offerings / Designs / Operations

The following information provided in sufficient detail to clearly define the proposed concepts, brands, offerings and designs for each location:

- (a) background on each concept and brand, including typical menu / product offerings,
- (b) Proponent's relationship with and history, if any, operating the concepts and brands,
- (c) design sketches for each location, plus renderings and indicative photographs to illustrate the potential space design and aesthetic; and
- (d) a description of space branding and thematic elements.

Additionally, Proponent shall provide an official letter signed by each brand confirming that:

- (i) Proponent possesses the rights to develop, license and operate the offered concepts and brands, and any related exclusivity, territory rights or limitations, and
- (ii) such brand will commit to the development of its concept if Proponent is awarded the applicable space(s).

Additionally, information should be provided detailing marketing plans, hospitality, innovation, training, guest experience and services, service recovery, leadership plan, staffing plan and other relevant information.

[Limit Written Portion to Ten Pages in additional to the brand letters; No Limit to Sketches, Renderings and Photographs]

7.3. Response Submission

The Proponents submission must be completed with the information requested, which includes:

- A) Company Information
- B) Qualifications and Experience - A letter, on company letterhead, from a senior officer of Proponent certifying that Proponent meets the Qualifying Requirements set forth in Section 3 above, together with a detailed description of Proponent's food & beverage experience, including years of overall experience; prior experience with the operation and management of facilities at airports, major transportation centers, shopping centers, or other high-traffic/high-volume environments; and other information the Proponent deems relevant about its qualifications and experience.
- C) Names of similar or relevant operations owned or operated by Proponent in the past ten years
- D) Rental proposal for minimum and percentage rent
- E) Proposed capital improvements
- F) Marketing strategy to promote catering, event rentals and increased use of restaurant outside of breakfast and lunch. The marketing strategy should also outline suggested seasonal campaigns.
- G) Sales volume of such similar or relevant operations for the past three years
- H) History of experience with similar / relevant concepts
- I) Photographs of the interior and exterior of similar / relevant operations
- J) Other information that supports the Proponent's experience as it pertains to similar or relevant operations
- K) Disclosure of Current Relationships - A statement in sufficient detail disclosing:
 - a. All current arrangements with Alpha and its partners
 - b. all current and past relationships with Vantage Airport Group or Alpha
 - c. Any relationships or current arrangements which may constitute a real or perceived conflict of interest.

8. Certain Specific Terms, Conditions and Other Information

8.1. Consideration as a Proponent

Proponents wishing to be considered under this RFP must submit a Qualified Submission by the

Submission Deadline.

Submissions must be presented at the Delivery Address to the Designated Contact Person.

8.2. Company Information

It is important that Proponents keep their company information up to date with accurate contact information, including e-mail addresses and phone numbers. This will enable Proponents to receive timely notice of inquiries, reminders, and addenda. Proponents may update their vendor profile by advising the Designated Contact Person.

8.3. Communication with Alpha

All communication regarding the RFP must be directed to the Designated Contact Person at the Delivery Address or via email using the Contact Information. Alpha will issue written responses to questions received. These responses will be shared with all Proponents. Oral advice or representations made by Alpha and its partners should not be relied on by Proponents.

8.4. Proponent Presentations

Following receipt of the Submissions, Alpha may, in its sole discretion, ask to meet with one or more Proponents to discuss its Submission, provided that Alpha is under no obligation to meet with or discuss any Submission with a Proponent or any other party.

8.5. Proposed Concepts and Brands

Proponents are welcome to submit a preliminary list of concepts and brands for the units to Alpha, however, preference will be given to a quick service multi chain concessionaire, specifically with a known brand. Any preliminary concepts or brand specific submissions must be marked by Proponent as “confidential” in order to be treated as such and shall not be disclosed to other Proponents. Alpha will not provide direct individual responses to Proponents on a preliminary list of concepts and brands but may, at its sole discretion, provide generalized guidance and direction to all Proponents at the same time. Any such preliminary submission will not be part of the RFP evaluation and shall not substitute any requirements of the RFP process outlined herein.

8.6. Bilateral Meetings

Throughout the RFP process, and in addition to the submissions above, Alpha may in its sole discretion conduct bilateral meetings with certain Proponents.

If for the purposes of the preparation of its Submission, a Proponent wishes to rely upon anything said or indicated at a bilateral meeting, then the Proponent must submit an inquiry in accordance with Section 10.3 – Communication with Alpha.

8.7. Confidentiality and Non-Disclosure Requirements for Proponents

All information that Alpha provides to Proponents and all written or oral communication between Alpha and Proponents is proprietary and confidential. The exception are formal inquiries made in accordance with Section 10.3 – Communication with Alpha.

Each Party (the "Receiving Party") who receives the Confidential Information of the other Party (the "Disclosing Party") shall treat all of that Confidential Information as confidential.

- (i) **Obligations.** Receiving Party shall protect the Confidential Information of Disclosing Party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no case with less than reasonable care.
- (ii) **Use of Confidential Information by Alpha.** Alpha shall use Proponent Confidential Information solely to evaluate the Proponent's Proposal, and shall not disclose Proponent Confidential Information to any third party.
- (iii) **Use of Confidential Information by Proponent.** The Proponent shall use Alpha Confidential Information solely to prepare a Proposal, and shall not disclose Alpha Confidential Information to any third party.
- (iv) **Return of Information.** Upon termination of this Agreement, or upon the written instruction of Disclosing Party, the Receiving Party shall:
 - A. return or destroy all of the Disclosing Party's Confidential Information

Despite the foregoing, each Receiving Party may retain one copy of the Disclosing Party's Confidential Information for archival purposes.

- (v) **Responsibility and Indemnity.** Each Receiving Party shall be responsible to the Disclosing Party for any disclosure of Confidential Information that is not permitted by this Article 10 to the extent caused by Receiving Party and for any failure by Receiving Party to comply with the provision of this Article 10. Each Receiving Party shall defend, indemnify and hold harmless the Disclosing Party from and against any and all Claims arising out of any breach by Receiving Party of this Article 10.
- (vi) **Ownership.** Except as set out in Sub-Section 10.7.2. (b) Use of Confidential Information by Alpha and Sub-Section 10.7.2. (c) Use of Confidential Information by Proponent, neither Party grants to the other any right, title or interest in or to its Confidential Information.
- (vii) **Exceptions.** The obligations of confidentiality set out in this Section 10.7.2. will not apply in respect of uses or disclosures of Confidential Information where:
 - A. the Disclosing Party consents in writing;
 - B. disclosure is required to comply with any applicable law or judicial order, provided that the Receiving Party gives the Disclosing Party reasonable notice as may be practicable in the circumstances to contest or protect the required disclosure; or

- C. the Receiving Party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the Confidential Information:
 - (1) is available in the public domain;
 - (2) was disclosed to it by a third party without violating confidentiality obligations; or
 - (3) was already known by it or was subsequently developed by it without any use of Confidential Information.

8.8. Liability for Errors

While Alpha has made efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline. The information is not guaranteed or warranted to be accurate by Alpha or its partners, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8.9. Agreement with Terms

By submitting a Qualified Submission to this RFP, Proponent agrees to all the terms and conditions of this RFP including the Exhibits, and also agrees to follow all applicable Transport Canada rules and regulations, as well as all of Alpha's rules and regulations applicable hereto. All responses and any supplementary material will become the property of Alpha.

8.10. Foundational Principles

Alpha is committed to the principles of competition, fairness, inclusion, transparency and integrity in this RFP.

8.11. No Claim for Expenses, Damages or Compensation

Proponent and each other party accessing this RFP is solely responsible for its own costs and expenses in relation to this RFP including preparing and submitting any response hereto and/or attending meetings with Alpha during the evaluation process. Alpha is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent or any other party under any circumstance and Alpha has no obligation to enter a contract or other commitment with any Proponent or any other party.

Further to the preceding paragraph, Proponent, by submitting a response hereunder or otherwise participating in this RFP, agrees that it will not assert any claim whatsoever against Alpha, its partners, employees, contractors or agents relating to this RFP, its participation in this RFP or any outcome of this RFP. Proponent, by submitting a response hereunder, waives any claim for damages or loss of profits if Proponent is not designated as a Preferred Proponent.

Except as expressly and specifically permitted in these instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

8.12. Verification and Due Diligence

Alpha reserves the right to verify any statement or claim contained in any Submission or made subsequently in any correspondence or discussion. That verification may be made by whatever means Alpha considers appropriate including without limitation contacting the references provided by the Qualified Proponent and any proposed subcontractor or partner of the Qualified Proponent.

In submitting any Submission, the Proponent is deemed to consent to Alpha, as part of its due diligence, verifying any information provided by third parties, including Proponent’s bank references and proposed subcontractors and partners, and to obtaining additional information from third parties regarding Proponent, its directors, officers, shareholders, owners, key employees, subcontractors listed as references and any other person associated with Proponent as Alpha may require. Alpha may also make inquiries with its partners regarding previous contractual relationships Proponent may have had with those organizations. Proponent understands and accepts that Alpha may in its sole discretion consider none, some or all such information verified and obtained in its evaluation of the Qualified Submission.

8.13. Evaluation Committee Procedures and Criteria

Alpha has developed this RFP based on the principles of competition, fairness, inclusion, transparency, and integrity. The membership of the committee that created and approved this RFP, that will evaluate all Submissions, and that developed the structure, processes and procedures for such evaluation has been determined by Alpha in its sole discretion, all based on the principles described above.

ALPHA’s evaluation of the submissions and its determination of the Proponents will be based on the criteria and weightings listed in Table 3 below.

Table 3 – Evaluation Criteria

Criteria	Weight
<u>Concept, Design & Capital Investment</u> <ul style="list-style-type: none"> • Concept and menu/merchandise plans, including creativity, brands, sense of place, compatibility with guest profiles • Design, aesthetics and construction of concept and unit, including use of sustainability elements and practices, experience of design and construction teams • Capital investment (initial and midterm) 	33.3%
<u>Financial Proposal</u> <ul style="list-style-type: none"> • Financial Proposal • MAG, % Rent, Investment, Metrics and Supporting Data • Financial Strength of Proponent 	33.3%

<u>Operations, and Guest Experience</u> <ul style="list-style-type: none"> Operational strength, including experience with the brand(s), management team, sales and marketing plans Guest experience and service, including innovation, hospitality, staff development, service recovery Service level standards, operating hours 	33.3%
TOTAL:	100%

8.14. Confidentiality of Evaluations

Alpha’s evaluation of Submissions will remain confidential and Alpha is not obligated to disclose its evaluation of a Submission to any Proponent, Preferred Proponent or any third party.

There will be no public opening of the Submissions received. Submissions will be opened privately by Alpha after the Submission Deadline. No public announcement of the contents of any Submissions will be made at any time.

8.15. Notification of Proponents

Alpha will notify the Preferred Proponent regarding the outcome of the review and evaluation in writing. Alpha will make reasonable efforts to notify Proponents who are not selected as Preferred Proponents, provided that Alpha is under no obligation to do so.

8.16. No Obligation

Regardless of the outcome of this RFP, Alpha is under no obligation to designate a Preferred Proponent, or to negotiate or award a contract of any sort. At no time will Alpha have any duty or obligation to disclose to Proponents or third parties any information regarding Alpha, the evaluation of Submissions, the RFP, or anything related thereto.