



Grande Prairie Airport

Gas Station & Convenience Store Opportunity

Invitation for Expressions of Interest



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General Terms and Conditions

Introduction

The Grande Prairie Airport is seeking expressions of interest to develop and/or operate a gas station & convenience store. The expression of interest process is being conducted in order to determine if there is a suitable developer/operator to proceed with the project.

Forms of Expression of Interest

Interested parties (“proponents”) are required to respond to and complete the information requested in all Schedules attached to this document.

The proponent may present their submission in their chosen format; however, all schedules and Appendix 1 must be detached, completed, signed and returned with the submission in order for it to be deemed to be conforming.

Closing Date and Submission of Expression of Interest

The closing date for Expressions of Interest is 2:00 pm MST January 27, 2026. Grande Prairie Airport Commission (“Grande Prairie Airport”) is not obligated to consider any Expression of Interest received after the closing date but it may do as its sole discretion.

Grande Prairie Airport may elect to pass over any application that does not include all of the information required within the Schedules.

Expressions of Interest are to be sent in a hard copy format to:

Grande Prairie Airport Commission
Attn: William Stewart
Suite 220, 10610 Airport Drive
Grande Prairie, AB
T8V7Z5

An electronic copy may also be sent by email to: wstewart@gpairport.ca

Grande Prairie Airport will not provide copies of submissions to any other parties without the relevant proponent’s permissions.

The Short Listing Process

A Short list of qualifying proponents shall be prepared within a reasonable time after the closing date.

Grande Prairie Airport may include or exclude a proponent on or from the short list at its sole discretion.

Short listed proponents will be issued with a Request for Proposal or may be engaged in direct negotiations as Grande Prairie Airport sees fit.

Reservation of Rights

Grande Prairie Airport may accept an Expression of Interest even if the proponent does not comply with all these terms and conditions.

Grande Prairie Airport may require a proponent to submit further information before or after the closing date for submission of Expressions of Interest.

Grande Prairie Airport will not pay or refund costs associated with preparing an Expression of Interest or participating in any other process carried out in connection with the Expression of Interest.

Grande Prairie Airport may refuse to consider, select or accept (as the case maybe) any Expression of Interest.

Grande Prairie Airport is not bound to select or accept any submission and it may; reject all or any Expression of Interest without giving reasons for rejections;

- select or decline to select any Expression of Interest;
- accept any non-conforming Expression of Interest;
- invite further Expressions of Interest.

No Claims for Compensation

Proponents release Grande Prairie Airport from any Claim arising directly or indirectly from:

- Grande Prairie Airport retracting the invitation for Expressions of Interest; or
- Any other matter arising out of or in relation to the Expressions of Interest process.

Ownership of Tender Responses

All documentation, materials and other information submitted by the proponents during the Expression of Interest process shall become the property of Grande Prairie Airport and will not be returned to the proponent.

Publicity

Proponents must not advertise or publish their involvement in this Expressions of Interest process in any form without the prior written consent of Grande Prairie Airport.

Changes in Circumstances

Proponents must advise the Contact Person immediately in writing of any material change to the information contained in their Expression of Interest submission, including any substantial change in their ownership or their financial or technical capacity.

Disclaimer

Grande Prairie Airport does not warrant the correctness of any information supplied in relation to this invitation for Expressions of Interest. Grande Prairie Airport and its directors, employees and agents do not make any representation or warranty (express or implied) as to the accuracy or completeness of any information provided to a proponent and is not responsible for any loss or damage caused by reliance on this information.

Contact Person

Enquires about this invitation for Expression of Interest or associated matters should be directed by email to:

William Stewart

Email: wstewart@gpairport.ca

Schedule 1: Application Form – Expression of Interest

(Name of Proponent)

(Address)

- a) In accordance with the General Terms and Conditions provided by the Company hereby registers its interest with the Grande Prairie Airport with regards to the current gas station & convenience store opportunity at Grande Prairie Airport.
- b) Undertakes that if requested by the Grande Prairie Airport, will execute the attached Confidentially Deed in the form attached at Appendix A.
- c) Waives any right to claim costs or to appeal against decisions arising from the process of the Grande Prairie Airport accessing Expressions of Interest.
- d) To the extent permitted by law, waives any right which it might now or in the future have against the Grande Prairie Airport and its directors, employees or against in respect of errors in, or omissions from, the Expression of Interest documents.

Signed for and on behalf of the Proponent by its authorized representative:

Name _____
Signature _____
Position _____

Schedule 2: Details of Proponent

Lead Proponent’s Details

Company Name
Business Number
Registered Trade Name
Primary Contact Person
Registered Address
Telephone
Email

Other Proponent’s Details

Company Name
Business Number
Registered Trade Name
Primary Contact Person
Registered Address
Telephone
Email

Schedule 3: The Proposal

Information

The proponent shall provide details of the proposal which shall include, but not be limited to the following items. Proposed drawings and/or renderings are recommended.

The Site

2 sites have been selected for proposal. A map indicating the 2 proposed sites is located in Appendix 2. Please confirm whether Site 1 or Site 2 is preferred. The proponent shall provide commentary accordingly.

The Operating Solution

Please provide a summary of your proposed operating solution. All key parties involved in the development, ownership and management of the gas station & convenience store property should be outlined and their relationships with one another described in as much detail as possible.

Gas Station & Convenience Store Property

Please provide as much information as possible in order to describe what you would consider to be the most appropriate gas station & convenience store product to suit your proposal, including:

- Indicative number of pumps
- Indicative fuel types
- Food and beverage offering proposed for the service station (if any)
- Other amenities and services proposed for the service station (such as car wash)
- Approximate building footprint of convenience store
- Approximate building footprint of gas station pump area
- Approximate site area required inclusive of buildings and parking
- Any design fundamentals or required standards of finishes
- Any additional information that the proponent feels would be relevant

Schedule 4: Experience, Technical Capacity and Expertise in Similar Projects

Please provide a detailed statement outlining the proponent's experience and expertise in similar undertakings in the Canadian gas station & convenience store market. As a minimum the following should be supplied in order to demonstrate your capacity to operate a successful gas station & convenience store at Grande Prairie Airport:

Details of relevant project undertaken by the proponent within the last 10 years including:

- Project Name
- Address / Location
- Client (if applicable)
- Size of project
- Construction time, status, date of completion
- Method of development
- Operating solution
- Special features
- Innovation
- Marketing
- Disposal/exit mechanism

Schedule 5: Financial Capacity

Evidence of the financial capacity of the proponent to participate in the project must be supplied, supported by the provision of:

- a) A statement confirming the solvency of the proponent and if the proponent or any of the proponent members are subsidiary, the relevant parent company.
- b) Annual (and where applicable, interim) reports and full audited financial statements for the past year.
- c) The proponent's experience and delivery record in developing effective financing and entity structures for undertaking projects of this nature.

Schedule 6: Additional Information

Please outline any additional information that you would require from Grande Prairie Airport should you be shortlisted for the next stage of this gas station & convenience store procurement process in order to carry out full due diligence on this opportunity and respond to a formal Request for Proposal.

Appendix 1: Confidentiality Deed

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made as of this ___ day of _____, 2025.

Between:

- and-

**Grande Prairie Airport Commission
Suite 220, 10610 Airport Drive
Grande Prairie, AB.
T8V 7Z5**

WHEREAS _____ (the “**Corporation**”) and GPA (the “**Recipient**”) wish to engage in certain discussions involving the disclosure of technical, strategic and economic information of the Corporation (the “**Discussions**”) regarding the construction of a gas station and convenience store (the “**Purpose**”).

AND WHEREAS the Corporation and Recipient expect that the Discussions will involve the disclosure of confidential and proprietary information of the Corporation or its affiliates to the Recipient or its Representatives.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows;

1. Confidential Information

For purposes of this Agreement “Confidential Information” shall mean all information, data, material and documents obtained by the Recipient over the course of the Discussions and all other information furnished or disclosed to the Recipient by the Corporation, the Corporation’s personnel or third parties on behalf of the Corporation whether directly or indirectly, whether marked confidential or not, whether in written, oral, magnetic, electronic, optical or other tangible or intangible forms, together with any other variation or conversion of any nature. For greater certainty, Confidential Information includes, technical data, or know-how concerning the Corporation and its affiliates including, but not limited to, that which relates to potential projects of the Corporation, its affiliates or joint venture partners, research, products, services, commercial contracts, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, and the existence of the Discussions themselves.

Confidential Information does not include that information which Recipient can conclusively establish (i) was in the possession of Recipient without an obligation of confidentiality at the time of disclosure; (ii) at the time of disclosure was in or afterwards entered, the public domain without the act or omission of Recipient; (iii) was disclosed to Recipient by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by Recipient without use or reliance upon the Confidential Information.

2. Restrictions

Recipient acknowledges, covenants and agrees that it shall not except as expressly authorized or permitted herein:

- (a) disclose the Confidential Information to any person or entity without the prior express written consent of the Corporation except to the Recipient’s affiliates and the Recipient’s affiliates’ directors, officers, employees, agents and representatives (collectively, its “**Representatives**”) provided such Representatives are bound by confidentiality obligations no less stringent than those contemplated in this Agreement. However, notwithstanding the foregoing Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that: Recipient has obtained a written opinion from its legal advisor in its capacity of advising Recipient in such matters; Recipient uses all commercially reasonable efforts to minimize the disclosure to third parties; the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of Recipient or other litigating parties; and Recipient gives the Corporation reasonable prior notice to such disclosure and shall comply with any applicable protective order or equivalent;

- (b) use the Confidential Information for any purpose other than as necessary for the Purpose, unless specifically pre-approved in writing by the Corporation; and
- (c) record, make notes of, copy or reproduce the Confidential Information by any means without the prior written consent of the Corporation except as reasonably necessary to carry out the Purpose provided that all such copies, records, notes or reproductions, in whole or in part, shall remain subject to the terms of this Agreement.

Recipient acknowledges, covenants and agrees that the Recipient shall:

- (a) inform its Representatives of the confidential nature of the Confidential Information it receives and to direct such Representatives to treat the Confidential Information in accordance with the terms of this Agreement and it remains responsible any breaches of this Agreement by its Representatives;
- (b) maintain the confidential nature of the Confidential Information in its possession;
- (c) maintain as confidential any Confidential Information using the same standard of care it uses in protecting its own confidential information of a similar nature, but in no case less than a reasonable amount of care; and
- (d) limit its discussion and disclosure of Disclosing Party's Confidential Information only to its Representatives who have a need to know to perform or facilitate the Purpose.

3. Rights and Remedies

- (a) Recipient acknowledges and agrees that all Confidential Information and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of the Corporation. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.
- (b) Recipient agrees to return all originals, copies, reproductions and summaries of Confidential Information forthwith upon the Corporation's request or, at the Corporation's option, certify destruction of the same.
- (c) Recipient agrees to notify the Corporation immediately upon discovery of any unauthorized use or disclosure of Confidential Information, threatened breach or breach of this Agreement.
- (d) Recipient acknowledges that any breach of the terms and conditions of this Agreement by it may result in significant damage to the Corporation, not completely compensable monetarily, and agrees that the Corporation shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement.

4. Ownership

Recipient acknowledges and agrees that all Confidential Information is the sole and exclusive property of the Corporation or its licensors regardless of whether any of the Confidential Information came into being before or after the execution of this Agreement, and also that all right, title and interest in and to such Confidential Information, and any portion thereof, will be and remain vested in the Corporation or its licensors except for the limited right to use it in accordance with this Agreement for the Purpose.

5. Term

This Agreement shall terminate on the earlier of (a) 24 months from the date hereof and (b) the execution of definitive documentation between the Parties in connection with the Purpose containing confidentiality provisions intended to supersede this Agreement. The Parties may terminate this Agreement upon an earlier date mutually agreed in writing.

6. General Provisions

- (a) Each party hereto will not, except as required by applicable law, use or disclose the other Party's name or the name of any of such other Party's affiliates in any public communication without the other Party's prior written consent. Furthermore, both Parties hereto shall keep confidential that Confidential Information is being made available to the Recipient, that negotiations/Discussions are being conducted, any terms or conditions of a potential transaction, or any other fact related to the Discussions, including the status of the Purpose.
- (b) Recipient agrees that Confidential Information under this Agreement, is provided to it on an "as is" basis without representation or warranty of any kind whatsoever from the Corporation.
- (c) The disclosure of Confidential Information by the Corporation to the Recipient shall not result in any obligation on the part of the Corporation to enter into any future agreement relating to such Confidential Information or to undertake any other obligation not set forth in a subsequent written agreement between the Corporation and the Recipient.
- (d) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.
- (e) This Agreement supersedes any and all prior arrangements, whether oral or written, express or implied, arising by statute, operation of applicable law, usage of trade, course of dealing or otherwise with respect to the Confidential Information.

- (f) This Agreement is non-transferable and may not be assigned or transferred in whole or in part. This Agreement shall enure to the benefit of the parties hereto as well as their successors and permitted assigns.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. Recipient hereby attorns to the jurisdiction of the courts of the Province of Alberta and agrees not to oppose any action brought in Alberta on the basis that the courts of Alberta are not an appropriate or convenient forum for same.
- (h) This Agreement is executed effective as of the date and year written below and may be executed in counterparts (including by means of facsimile or pdf transmission), each of which will constitute an original and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF Recipient by its authorized signing authority has executed this Agreement as of the date first above written.

Per: _____
Name: William Stewart
Title: Director, Terminal Services

Per: _____
Name:
Title:

Appendix 2: Possible Site Locations

