

Kimberley BC Rails To Trails Paved Pathway Extension Planning Project  
Request for Proposals

**REQUESTED BY:**

Kimberley Trails Society  
290 Wallinger Avenue  
Kimberley BC  
V1A 1Z1

**ISSUED ON: May 23th, 2023**

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# Introduction

## Overview of the project

Kimberley's paved pathway network is a vital corridor for commuting and recreation. It is also part of the Trans Canada Trail leading to and from Cranbrook. There are currently five sections of paved pathway that provide access to amenities and residential communities throughout Kimberley. One of the missing connections is from the current terminus of the Rails to Trails pathway at Rotary drive into the core of the city. The ideal solution to this connection is to continue using the old rail bed along with the trestle bridge that passes over Highway 95A. This connection would bring users within one block of the downtown Platzl area, to and from the pathway leading from Townsite, Kimberley's Selkirk High School and numerous other amenities.

The Kimberley Trails Society is seeking proposals from qualified proponents with experience planning paved pathway networks for non-motorized use.

## Purpose of the RFP

The main goals of the project are to provide:

1. Generate an outline and process for the necessary permits and plans required for a capital project.
2. In some cases, providing these permits and plans where deemed necessary as preliminary steps in the planning process such as desktop reviews.
3. Finalizing the route with the outlined concept as the primary goal along with a general exploration of additional route possibilities to create a dedicated non motorized route that terminates as close to the Platzl as possible.
4. Generating land use agreements that will allow the capital project to proceed. This will involve probable rezoning of a corridor on City of Kimberley and TECK lands where the project has been proposed to designate it for recreational use.
5. Provide an actionable plan along with an estimated budget that can be used to secure funding for a capital project.

The successful proponent must understand that delivery of this project will include working with the City and with Teck within permitted mine areas. Reporting will involve communications between these parties along with the KTS.

## Instructions for responding to the RFP

All technical enquiries with regard to this RFP are to be directed in writing by email to the following RFP contact person. Information obtained from any other source is not official and may not be relied upon as factual or accurate. **All enquiries and responses will be recorded and may be distributed directly to the KTS website at the discretion of KTS.**

### Enquiries - Paved Pathway Extension Planning Project

Ryan McKenzie – Kimberley Trails GM

Email: [gm@kimberleytrails.org](mailto:gm@kimberleytrails.org)

James Miles - Kimberley Trails Executive Director

Email: [admin@kimberleytrails.org](mailto:admin@kimberleytrails.org)

Any and all inquiries and questions are to be submitted prior to 4:00pm on Wednesday, June 14th, 2023. KTS reserves the right to not respond to any enquiries that are submitted after this time and date.

## Timeline for the RFP process

The proposal deliverable target dates are as follows:

- RFP issued: May 23rd, 2023
- Optional Site Visit: By appointment (email [gm@kimberleytrails.org](mailto:gm@kimberleytrails.org))
- Optional Online Project Overview: By appointment (email [gm@kimberleytrails.org](mailto:gm@kimberleytrails.org))
- Deadline for written questions: 4:00pm on Wednesday, June 14th, 2023
- **RFP closing: 4:30 P.M. LOCAL TIME – Friday, June 16th, 2023**
- Contract award: June 30th, 2023 (tentative)

## Project Outline

### Kimberley Trails Society



# Kimberley Paved Pathway Network Teck Trestle Bridge Connection

September 04, 2021

## Purpose

The purpose of this project is to generate a plan that aligns with the end goal of establishing a connecting route towards the downtown core on a mostly uninterrupted and separated non motorized greenway. The general route outlined in this document is the primary solution that would allow access to the greatest diversity of non-motorized users.

## Goals

1. **Determine feasibility of the identified route:** seek approval for the different sections of land that will be used to make an active transportation connection to the downtown core.
2. **Seek input from the different stakeholders:** provide information and consultation to the different groups that will be affected by the proposed route and connection.
3. **Obtain preliminary assessments and approvals:** generate considerations, plans and permits that will be used to inform the capital project plan. Some of these may already be available through other databases or made available from other stakeholders. Provide desktop reviews of key considerations to determine preliminary barriers and further studies.
4. **Determine funding needs:** outline the different project costs and potential funding sources

## Project Timeline

**Time is of the essence for this Work. The Consultant shall be required to commence the Work no later than September 1, 2023. The Consultant shall be required to complete the Work no later January 31st, 2024 to meet funding requirements.**

## Users

A list of anticipated user types and activities that would benefit from this connection

Walkers	Snowshoers	Commuters
Runners	Cross country skiers	Kimberley Indoor Sports
Cyclists	Tourists	Centre Society and tennis courts
E-Cyclists	Wellness activities	
Skateboarders	School groups	
In-line roller skaters	Sightseers	
Wheelchairs	Tourists	

## Areas and Access

A list of areas that would see improved access

Selkirk High School	Blarchmont residents
McKim Middle School	City core residents
Kimberley Independent School	Kimberley's downtown Platzl businesses
Centennial Hall and Recreation Fields	City Hall
Lois Creek Trails	Peak to Platzl trail
Townsite residents	Churches

## Stakeholders

The identified route utilizes mostly existing corridors and stays exclusively on Teck and City lands.



## **Considerations, Approvals and Necessary Studies**

Stakeholders - Present a draft plan to residents and businesses of Kimberley with an avenue for stakeholders to provide feedback.

Archeological - If deemed necessary, an independent assessment for considerations relating to historical values along the route that will be used for planning, project scope and possibly education opportunities. Some information may be available through different resources and stakeholders.

Mines - Considerations and approvals relating to land use under Teck and pursuant to the Mines Act to make sure there are measures in place for safety, access and any future development. A list of additional considerations that will affect land use and access. Any access to restricted mine areas will need to be arranged in consultation with Teck.

Environmental - Considerations for environmental values and concerns including, flora, fauna, invasive plants, and the future safety of trail users as well as a preliminary assessment of the work required to meet any requirements for creating a public access route on lands that were previously used for mine activity. Some information may be available through different resources and stakeholders. Preliminary reviews and communications with the Ministry of Mines will need to take place.

Utilities - Involving utilities (Fortis, BCHydro, City) to create a plan for working around power lines, pipelines and other infrastructure that could be along the route along with a list of current and possible needs for access and rights of way.

Ministry of Transportation - Providing any considerations surrounding roads and highways in relation to a capital project.

Maintenance - The creation of a proposed maintenance plan (ongoing, yearly, longterm), determining key items that will need to be monitored. This should be done in cooperation with the City and the Rails2Trails Society. The Project plan must outline the roles and expectations as well as guidelines to keep things like signage, marker lines and the pathway surface up to date.

Land ownership and Zoning - The proposed route lies on City and Teck land and will require modifications to the zoning, land use arrangements and possibly to land title holders. A deliverable should include considerations for zoning and a plan for zoning changes where



required. Zoning forms would be done through a request to the city council.

(<https://www.kimberley.ca/node/1755/zoning-rezoning>) Some areas within the restricted mines land will need to be rezoned for recreation. This will require coordination with and between Teck, the City and the Ministry of Mines.

Kimberley Cemetery - Confirm through the City and the Cemetery Act to generate plans for working near the Cemetery if deemed necessary along the determined route.

[https://www.bclaws.gov.bc.ca/civix/document/id/consol2/consol2/96045\\_01](https://www.bclaws.gov.bc.ca/civix/document/id/consol2/consol2/96045_01)

Signage - The creation of a signage plan including safety signage, directional signage and any educational and interpretive opportunities along the final proposed route.

Safety - Creating a safety plan and review. Can be done internally in consultation with the City and with Teck. The safety plan should include considerations for future development of the land as well as a guide to generate a public access safety plan. Some guidelines can be found at: [https://www2.gov.bc.ca/assets/gov/driving-and-transportation/funding-engagement-permits/grants-funding/cycling-infrastructure-funding/active-transportation-guide-low-res/2019-06-14\\_bcatdg\\_section\\_e\\_rfs.pdf](https://www2.gov.bc.ca/assets/gov/driving-and-transportation/funding-engagement-permits/grants-funding/cycling-infrastructure-funding/active-transportation-guide-low-res/2019-06-14_bcatdg_section_e_rfs.pdf)

Emergency Access - The creation of a plan with feedback from the local emergency services surrounding access and any other considerations for the safety of future users.

Engineering: In cooperation with Teck, the review and creation of a plan for the use of the trestle bridge as well as any other engineering considerations along the final route.

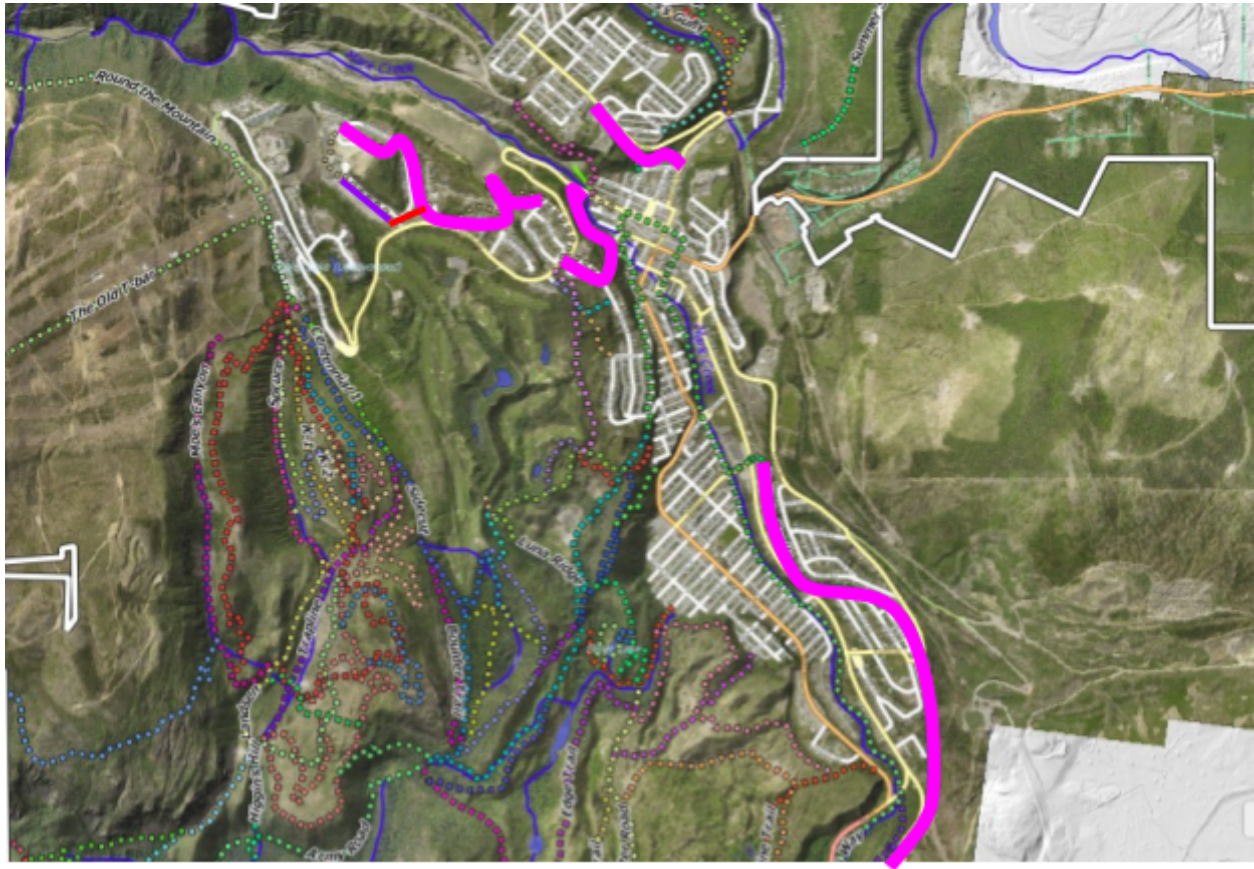
Geotechnical: A review of slopes along the route. Some information may be available through different resources and stakeholders. Desktop reviews may be included in the report.

Surveying: Drafting a preliminary survey plan of the determined route to inform the capital project plan, the route, the budget, and materials cost.

Budget: The creation of a complete itemized budget that can be used to plan and to secure funding for a capital project.

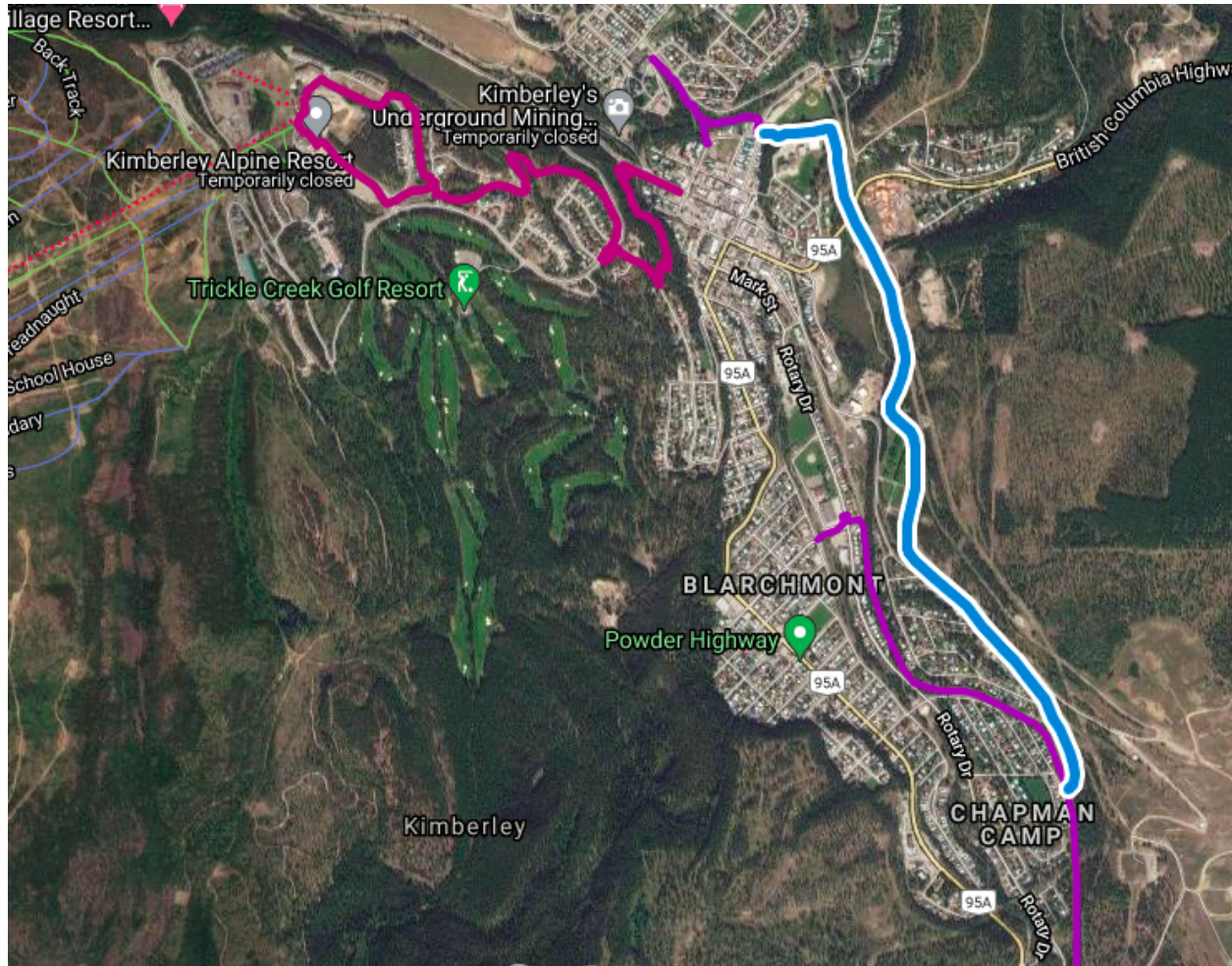
**Routes** (Larger files and filetypes available upon request)

**Current Paved Pathway Inventory (magenta)**



## Proposed Route

Existing Pathway Routes- Magenta    Proposed Paved Pathway Extension Route- Blue Outlined





## Close Up of Rails To Trails Extension near downtown core

Existing - Magenta

Proposed - Blue Outlined, Light blue outlined for Selkirk School Connection

Kimberley Downtown Core - Red



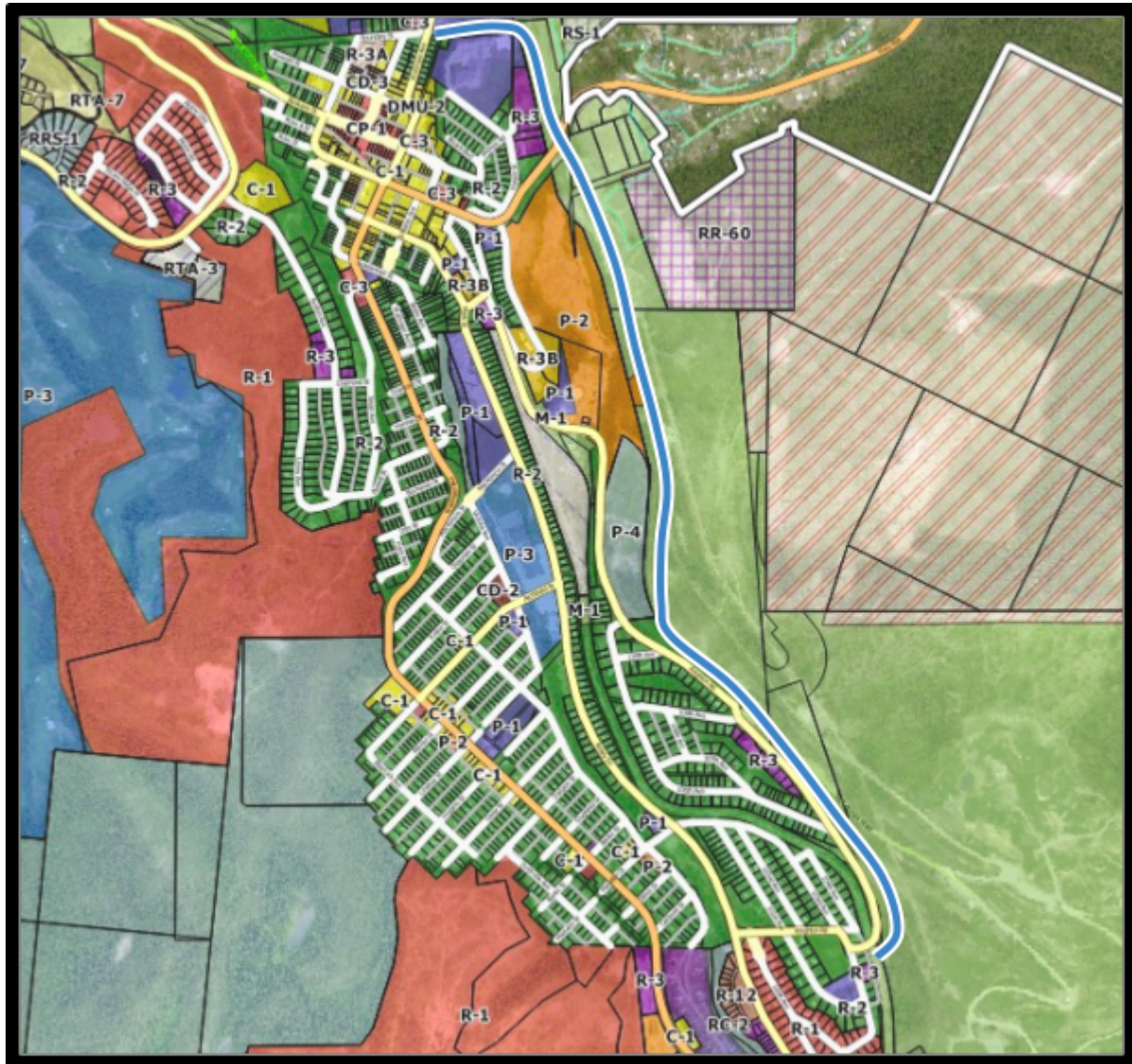
## Zoning

The proposed route is currently zoned as follows

[Industrial, Wholesale and Transportation \(M-1\)](#) (light green)

[Public Utility \(P-2\)](#) (Orange)

[Public Institutional \(P-1\)](#) (Purple)



## Proposal Requirements

All of these items along with any additional permits and considerations identified by the proponent must be included in the final planning document. Any items omitted should provide rationale explaining the omission.

### Contents Of Proposal

At a minimum, and in addition to completed forms attached to this RFP as Appendix A, Appendix B and Appendix C, proposals shall include the following information:

#### Business Profile

- Contact Info: Name, address, telephone number, email address;
- Number of years in business
- Types of services offered.

#### Capability and Qualifications

- Size and composition of workforce;
- Equipment, tools, and facilities available;
- Financial stability;
- Insurance coverages; (provide proof of insurance coverages as attachments/appendices indicating a minimum of \$5,000,000 per occurrence comprehensive general liability insurance and valid registration with WorkSafe BC in the form of a clearance letter);
- Availability in relation to the project deliverables. (The Consultant shall be required to commence the Work no later than September 1, 2023. The Consultant shall be required to complete the Work no later January 31st, 2024 to meet funding requirements).

#### Personnel

- Identify key personnel by position/title;
- Include brief resumes for each team member that indicates their knowledge, qualifications and experience in the field of trail works.

#### Subcontractors

- Include a list of likely or potential subcontractors that may be utilized



## **Experience**

- Provide a list of all contracts held in the past three years where the works/services included one or more of the following components:
  - City Planning
  - Paved pathway planning
  - Trail network planning
  - Zoning, rezoning
  - Stakeholder engagement
  - Engineering
  - Surveying
  - Environmental assessment
  - Geotechnical assessment
  - Archeological assessment
  - Bridge construction
  - Civil projects
  - machine-built trail construction
  - hand built trail construction
  - trail maintenance
  - trail assessment
  - trail design and layout
  - bridge construction
  - sign installation
  - danger tree assessment and removal
  - land reclamation
  - road construction & deactivation
  - wildfire control etc.

## **Safety and Environmental Programs**

- Provide an overview of the company's safety and environmental programs as they relate to conducting planning, trail construction activities in semi-remote and environmentally sensitive areas. Note that some work will be completed within Mine Controlled areas and safety requirements identified by Teck Resources will need to be followed.

## **References**

- Provide a list of names, position(s), organizations, addresses, telephone numbers and e-mail addresses of client references for which similar works/services were performed in the last five years.



### **Quality Assurance & Control**

- Provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to KTS are made.

### **Schedule Of Work**

- An approximate indication of when the Work would commence and how long it would take to complete.
- Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule.
- The proposed schedule must align with the Project Timeline as defined in the Project Outline of this RFP.

### **Cost/Proposed Fee For Project**

The total project cost is to be considered an upset limit, not to be exceeded unless and until approved in writing by the Kimberley Trails Society, and shall be inclusive of all contractor salary costs, general and overhead expenses, and disbursements. Disbursements shall include the reasonable costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other expenses reasonably related to the Work.

### **Closing Date, Time & Delivery Requirements**

One (1) electronic copy along with a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP should be sent to [admin@kimberleytrails.org](mailto:admin@kimberleytrails.org) with the subject line of **Proposal From *Proponents Name* - Kimberley BC Rails To Trails Paved Pathway Extension Planning Project**. The proponent should follow up with a separate email to confirm receipt of their submission.

Or one (1) hard copy of the Proposal along with a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP shall be enclosed in a sealed envelope clearly marked **Kimberley BC Rails To Trails Paved Pathway Extension Planning Project**, addressed to the attention of Kimberley Trails Society, delivered to:

290 Wallinger Avenue #201  
Kimberley BC  
V1A 1Z1

**4:00 P.M. LOCAL TIME – Friday, June 16th, 2023**

**Proposals will NOT be opened in Public**

Please note the following:

- It is the sole responsibility of the Proponent to ensure that KTS receives their proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.
- **Late bids will NOT be accepted and will be returned unopened to the Proponent.**

## **Proposal Evaluation**

KTS, in its sole discretion, may disqualify any Proposal or Proponent before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the Proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their Proposals any and all relevant information that would allow KTS to accurately assess their organization with regard to the evaluation criteria. KTS will make no assumptions on the behalf of the Proponent.

KTS shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to clarify their Proposal. KTS reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

## **Evaluation Criteria**

The Kimberley Trails Society recognizes that “best value” is the essential component of this project, and therefore KTS will give careful consideration to both technical and cost factors in its selection criteria. Table 1 below identifies the key criteria that KTS has deemed relevant, and the point assignment of each.

Table 1

DESCRIPTION	EVALUATION CRITERIA	POINTS
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Experience, Reputation and Resources	Demonstrated success on other, similar projects and has access to all the necessary resources to complete the project	30
Cost	Fee spreadsheet with fees for each work activity, and total upset price	30
Process & Methodology	Thorough and demonstrable understanding of the requirements and KTS' expectations of this project.	20
Project Schedule	Proposed schedule, milestones, timelines and ability to meet deadlines and requirements	20
Total		<b>100</b>

## Administrative Requirements

### A. Definitions

Throughout this RFP, the following definitions apply:

"The City" means the City of Kimberley

"Contract" means the written agreement resulting from this RFP executed by KTS and the Contractor;

"Contractor" means the successful Proponent to this RFP who enters into a written Contract with KTS;

"Consultant" means the successful Proponent along with their subcontractors and affiliates to this RFP who enter into a written Contract with KTS;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits (or intends to submit) a Proposal;

"Proposal" means the document submitted by the Proponent;

"KTS" means the Kimberley Trails Society;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

"Teck" means Teck Resources

### B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by KTS. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

### C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered in person or by email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

### D. Addenda

Whether or not the Proponent has returned the acknowledgment Form, the Proponent is required to regularly check the KTS website (<https://www.kimberleytrails.org/trail-projects.html>) for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, KTS's original file will prevail.

### E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal as recorded by KTS at the

closing location will prevail. The Proponent is advised to verify prior to the closing time that KTS has received the Proposal with a follow up email to confirm receipt.

## **F. Eligibility**

A Proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in KTS's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

## **G. Evaluation**

The evaluation of the Proposal will be by committee and board members of KTS but may include consultants/contractors of KTS. KTS's intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal. KTS, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

## **H. Negotiation/Negotiation Delay**

KTS reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and KTS may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, KTS may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

## **I. Request for Debriefing**

Unsuccessful Proponents may request a debriefing with KTS, which may, at KTS's option, be conducted via telephone or email. However, KTS will not provide information regarding the other Proposals.

## **J. Alternative Solutions**

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

## **K. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by KTS for purposes of clarification.

## **L. Proponents' Expenses**

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with KTS, if any. Regardless of whether or not KTS elects to reject all Proposals, KTS will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

## **M. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **N. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

## **O. Firm Pricing**

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

## **P. Currency and Taxes**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

## **Q. Completeness of Proposal**

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal

or will be provided by the Contractor at no charge.

## **R. Subcontracting**

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in KTS's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

## **S. Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. KTS is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. KTS will assess Proposals in light of the evaluation criteria. KTS is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## **T. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **U. Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with KTS in substantially the terms set out in Schedule D, "Draft Services Agreement".

## **V. Liability for Errors**

While KTS has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by KTS, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

## **W. Modification of Terms**

KTS reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

## **X. Ownership of Proposals**

All Proposals submitted to KTS become the property of KTS. They will be received and held in confidence by KTS, subject to the provisions of this RFP and the Freedom of Information and Protection of Privacy Act.

## **Y. Use of Request for Proposals**

Any portion of this document, or any information supplied by KTS in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, the Proponent agrees to hold in confidence all information supplied by KTS in relation to this RFP.

## **AA. No Lobbying or Solicitation**

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of KTS, including the members of the evaluation team and any elected officials of KTS, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by KTS herein or otherwise.

## **BB. Collection & Use of Personal Information**

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide KTS with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to KTS. Such written consents are to specify that the personal

information may be forwarded to KTS for the purposes of responding to this RFP and used by KTS for the purposes set out in the RFP. KTS may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to KTS.

## APPENDIX A - RECEIPT CONFIRMATION FORM

By filling out and signing this page, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Proponent further acknowledges that KTS will receive each Proposal with the understanding that the acceptance, in writing, by KTS to the Proponent to furnish all or any of the services and goods described therein, and the subsequent full execution of the written Contract, shall constitute a Contract between the Proponent and the Kimberley Trails Society.

Company
Address
Contact name
Title
Office phone
Cell phone
Email

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Proponent further acknowledges receipt of the following addenda, and that the Proposal pricing includes the provision set out in each addendum issued.

**ADDENDUM NUMBER / NAME**

**DATE RECEIVED**

**PROPONENT SIGNATURE**

**DATE**



## **APPENDIX B - PROPONENT DECLARATION FORM**

### **THE PROPONENT DECLARES THAT:**

1. No Person(s), firm, or organization, other than the Proponent, has any personal interest in the RFP or in the award for which this RFP is made;
2. No member of a Committee, director and officer or employee of KTS is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Proposal is submitted without any connection, comparison of figures, arrangements with, or knowledge of any other organization, firm, or persons making an RFP for the same and is in all respects without collusion or fraud;
4. This Proposal is submitted with no past, existing, or potential conflict of interest.
5. By signing this declaration, I confirm I have read and understood the contents and requirements of this RFP document.

THIS \_\_\_\_\_ DAY OF 2023

SIGNATURE OF WITNESS SIGNATURE OF PROPONENT \_\_\_\_\_

By my signature, I hereby confirm that I am a Principal, or have been duly authorized by the Principal or Board, to sign on the behalf of the Proponent.

## APPENDIX C - PROPOSAL FORM

I/We hereby submit this proposal in response to the RFP issued by the Kimberley Trails Society titled **Proposal From *Proponents Name* - Kimberley BC Rails To Trails Paved Pathway Extension Planning Project** .

Total Project Price(excluding GST and PST) \$

GST \$ \_\_\_\_\_

PST \$ \_\_\_\_\_

Total Project Price(including GST and PST) \$ \_\_\_\_\_

### OFFERED ON BEHALF OF:

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME(PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

**SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_